



## **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](mailto: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. 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](mailto:cc.comments@bentonvillear.com) by at least 1:00 p.m. on the day of the meeting and a reply email will be sent with instructions about how your comments can be made. Making comments will require you to register with your name, address, phone number and email address. The pre-existing limitations (3 minutes) and procedures with respect to oral public comments will still apply.

City Council Meeting

Tuesday, December 13, 2022 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 December 13, 2022:**

[https://us02web.zoom.us/webinar/register/WN\\_BNbMZg\\_CRLSKNH75v7H7vw](https://us02web.zoom.us/webinar/register/WN_BNbMZg_CRLSKNH75v7H7vw)

**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 22, 2022**

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## **AGENDA**

1. Recognize members of the Community Council and Youth Council for their completion of the year-long program, and outgoing City Council member Tim Robinson who did not seek re-election.

2. Resolution authorizing the Mayor to enter into an agreement with Robert L. Bogle Trust for a real estate transaction accepting the donation of the property known as Bogle Park. (Pages 11-19)
3. Recognition by City Council of the Bentonville Youth Softball League Board. (Pages 20-22)
4. 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. (Sreeni Annexation). (Pages 23-46)
5. Planning:
  - 5a. **Ordinance accepting a property line adjustment of Lots 16, 17, and 18 and the south half of Lot 15 of Spring Park Addition; creating new Lot 21 of Spring Park Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: PLA22-0030) 903 Northwest 'A' Street.**  
(Pages 54-56)  
**The Planning Commission voted 7-0, recommending approval.**

A property line adjustment of Lots 16, 17, and 18 and the South ½ of Lot 15, creating new Lot 21 (+/- 0.58 acres) of Spring Park Addition. The plat dedicates a strip of right-of-way approximately 6' wide along the Northwest A Street side of the property.
  - 5b. **Ordinance accepting a lot split of Lot 3 of Highland West Addition; creating new Lots 4-6 of Highland West Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0046) Northwest Corner of Lee Harris Road and Barron Road.**  
(Pages 57-59)  
**The Planning Commission voted 7-0, recommending approval.**

A lot split of Lot 3 of Highland West Addition, creating new Lots 4-6 of Highland West Addition. The plat dedicates new right-of-way for future arterial streets per the Master Street Plan for Barron Road and Lee Harris Road. This lot split is related to RZ22-0062 and is predicated on the passage of that request. Should RZ22-0062 not be approved, staff would not recommend approval of this lot split as it would not meet the minimum size requirements in the A-1 district.
  - 5c. **Ordinance accepting a lot split of Tract A of Green Acres Subdivision; creating new Lots 5, 6, and 7 of Green Acres Subdivision to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0059) 1005 NW 'A' Street.**  
(Pages 60-63)  
**The Planning Commission voted 7-0, recommending approval.**

A lot split of Tract A of Green Acres Subdivision, creating new Lots 5, 6, & 7 of Green Acres Subdivision. The plat dedicates no new right-of-way or easements.
  - 5d(1). **Resolution amending the City of Bentonville future land use map to designate a specific area as Medium-Density Residential; and for other purposes (Project Number: RZ22-0050) AR HWY 112 and West Scoggins Road.**  
(Pages 64-68)



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

The Future Land Use Plan does not currently establish a use due to the recent annexation; however, the applicant is requesting a change in the Future Land Use Plan to Medium Density Residential and General Commercial. Medium-density residential areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre.

The property is located within Priority Area 3, Edge Growth, as identified in Chapter 4 of the Bentonville Community Plan. This area focuses on development in areas proximate to existing infrastructure in order to capitalize on municipal investment that has already taken place. Although water service is available for the property, sewer service requires an extension beyond a quarter mile that the developer is seeking to build. Scoggins Rd is currently unimproved.

- 5d(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of A-1, Agriculture to R-3, Medium-High Density Multifamily Residential; and for other purposes (Project Number: RZ22-0050) AR HWY 112 and West Scoggins Road.**

**(Pages 64-70)**

**The Planning Commission voted 7-0, recommending approval. This request was originally for both C-2, General Commercial and R-3, Medium-High Density Multifamily Residential zonings, but the request was amended during the meeting to be for R-3 zoning only.**

The R-3 District is established to provide suitable areas for medium density residential development. Such units would be located in areas where adequate city facilities existed prior to development or would be provided in conjunction with development, and where a suitable environment for medium density residential development would be available. Such districts could be used in suburban portions of the city as buffer or transitional zones between single-family and other uses not compatible with low density residential development.

This request is not consistent with the adopted Bentonville Community Plan where new development is discouraged in Priority Area 3 for areas further than ¼ mile from existing infrastructure. As such, staff recommends that the development wait until such time as the infrastructure is closer to the project. Any off-site improvement necessary to support the project, if approved, will be presented to Planning Commission at the time of the Preliminary Plat.

- 5e. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential; to DN-2, Downtown Medium-Density Residential; and for other purposes (Project Number: RZ22-0051) 1005 NW A Street.**

**(Pages 71-74)**

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

The intent of the DN-2 district is to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density. In some instances, such as the end of blocks, townhouses may be appropriate in this district. This request is consistent with the Community Plan and Future Land Use Map.

- 5f(1). **Resolution amending the City of Bentonville future land use map for a specific area from General Commercial to Mixed-Use Commercial; and for other purposes (Project Number: RZ22-0058) 201 Southeast 22<sup>nd</sup> Street.**

(Pages 75-77)

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

The Future Land Use Plan currently shows this property as General Commercial, in which C-3 zoning is not compatible, however, the applicant has requested a future land use map amendment to Mixed-Use Commercial. Mixed-use commercial areas include uses that provide goods and services to nearby residents. Local retail, day-to-day services, and small offices are appropriate in these areas. Vertical mixed-use developments are encouraged in mixed-use commercial areas, with upper floors including offices, services, or residential uses. Parking may be more prominent in these areas than in Downtown commercial areas but should be sited and designed to not be detrimental to the character of the area.

The property is located within Priority Area 2, Infill, as identified in chapter 4 of the Bentonville Community Plan. This area focuses on supporting the development of vacant properties already served by infrastructure within the context of existing development.

- 5f(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of C-2, General Commercial; to C-3, Mixed-Use Commercial; and for other purposes (Project Number: RZ22-0058) 201 SE 22<sup>nd</sup> Street.**

(Pages 75-78)

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

The C-3 District is established for areas outside of downtown to provide an opportunity for people to live, work, meet, shop, and utilize services within the vicinity of their residences. The C-3 district allows for a mix of neighborhood commercial and personal services, offices, and medium density residential uses. Development in this district should be designed with an urban, walkable character that encourages physical activity, alternative transportation, and greater social interaction to benefit the health and wellbeing of residents. This request is not consistent with the Future Land Use Map but is consistent with the surrounding development pattern of the area.

- 5g. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential; to DN-2, Downtown Medium-Density Residential; and for other purposes (Project Number: RZ22-0059) 101 NE 7<sup>th</sup> Street.**

(Pages 79-82)

**The Planning Commission voted 6-1, recommending approval, with Commissioner Wright voting against approval, stating this area is not suited for medium density residential.**

The intent of the requested DN-2 zoning district is to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density. In some instances, such as the end of blocks, townhouses may be

appropriate in this district. This property is located at the corner of two Local Downtown streets per the City's Master Street Plan, which lends support for a denser zoning designation such as DN-2, to allow for a variety of housing types including townhomes. This request is consistent with the Future Land Use Map, and with the surrounding development pattern of the area, with many DN-2 zoned properties one block to the east along NE A Street.

- 5h. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential; to DN-4, Downtown Mixed-Use Residential; and for other purposes (Project Number: RZ22-0060) 509 SE C Street.**

(Pages 83-85)

**The Planning Commission voted 7-0, recommending approval. This request was originally for DE, Downtown Edge zoning, but the request was amended during the meeting to be for DN-4, Downtown Mixed Use Residential zoning.**

The intent of the DN-4 district is to allow for increased neighborhood density and increased local commerce through the development of multi-family housing and mixed-use structures. These areas tend to be located in areas of unique activity due to the surrounding context and resulting levels of activity and housing demand. This request is consistent with the Future Land Use Map, and with the surrounding development pattern of the area, with some higher density zoned properties nearby and across the adjacent local street (SE 6<sup>th</sup> Street).

- 5i. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential; to DN-2, Downtown Medium-Density Residential; and for other purposes (Project Number: RZ22-0061) 1169 Northeast Monroe Street.**

(Pages 86-88)

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

The intent of the DN-2 district is to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density. In some instances, such as the end of blocks, townhouses may be appropriate in this district. This request is consistent with the Future Land Use Map, and the surrounding development patterns of the area.

- 5j(1). **Resolution amending the City of Bentonville future land use map for a specific area from Agriculture to Residential Estate; and for other purposes (Project Number: RZ22-0062) Northwest Corner of Southwest Barron Road and Southwest Lee Harris Road.**

(Pages 89-92)

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

The Future Land Use Plan currently shows this property as Agriculture, in which R-E zoning is not compatible, however, the applicant has requested a future land use map amendment to Residential Estate. Residential estate areas include large detached single-family residential properties at least one acre in size. These areas may also include public uses that support residents. This property is located within Priority Area 3, Edge Growth, as identified in Chapter 4 of the Bentonville

Community Plan. This area prioritizes limiting premature growth by ensuring adequate utilities and services are in place prior to development. In this case, the R-E zoning designation would not be incompatible with existing services and utilities.

- 5j(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of A-1, Agriculture to R-E, Residential Estate; and for other purposes (Project Number: RZ22-0062) Northwest Corner of Southwest Barron Road and Southwest Lee Harris Road.**

(Pages 89-94)

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

The R-E District is an extremely low-density residential district designed to provide for maximum privacy using open spaces, permit the keeping of animals, specifically approved by the Planning Commission, promote scenic attraction, expand and promote residential alternatives and encourage the development of residential areas most protective of the environment. This request is not consistent with the Future Land Use Map without the approval of the accompanying amendment but is consistent with the surrounding development pattern of the area. R-E zoning is present further North along Lee Harris Road.

- 5k. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, low Density Single Family Residential; to DN-2, Downtown Medium-Density Residential; and for other purposes (Project Number: RZ22-0063) 107 NE Park Street.**

(Pages 95-98)

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

The intent of the DN-2 district is to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density. In some instances, such as the end of blocks, townhouses may be appropriate in this district. This request is consistent with the Future Land Use Map and is consistent with the surrounding development pattern of the area.

- 5l. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential; to DN-2, Downtown Medium-Density Residential; and for other purposes (Project Number: RZ22-0064) 306 NW 7<sup>th</sup> Street.**

(Pages 99-101)

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

The intent of the DN-2 district is to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density. In some instances, such as the end of blocks, townhouses may be appropriate in this district. This request is consistent with the Future Land Use Map and is consistent with the surrounding development pattern of the area. DN-2 zoning is intermixed with R-1 zoning throughout Priority Area 1 as the downtown area redevelops.

- 5m(1). **Resolution amending the City of Bentonville future land use map for a specific area from Residential Estate to Low-Density Residential; and for other purposes (Project Number: RZ22-0065) East of Piercy Road and Southwest Barron Road.**

(Pages 102-105)

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

The Future Land Use Plan currently shows this property as Residential Estate, in which R-1 zoning is not compatible, however the applicant is requesting a Future Land Use Map Amendment to Low-Density Residential. Low-density residential areas include detached single-family residential properties with a typical density of 3-8 units per acre. While lot size and overall density may vary from one part of the city to another, these areas represent the predominant form of residential development in Bentonville. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

This property is located within Priority Area 3, Edge Growth, as identified in Chapter 4 of the Bentonville Community Plan. This area focuses on development in areas proximate to existing infrastructure in order to capitalize on municipal investment that has already taken place.

- 5m(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of A-1, Agriculture; to R-1, Low Density Single Family Residential; and for other purposes (Project Number: RZ22-0065) East of Piercy Road and Southwest Barron Road.**

(Pages 102-107)

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

The R-1 District serves low density developments in which housing is generally of the highest value and where strict separation of land uses is desired. Since R-1 Districts are separated from all commercial and industrial activity, access to connecting traffic arteries is essential. This request is not consistent with the Future Land Use Map; however it is consistent with the surrounding development pattern of the area.

6. A resolution to support the temporary installation of artwork titled "Double Slit Skyline" by artist Dewayne Hughes in Park Springs Park. The artwork was selected by the Public Art Advisory Committee and approved by the Parks and Recreation Advisory Board. There is no cost to display the artwork and Visit Bentonville is funding the cost of the artist's travel, lodging and installation costs. Memo attached.

(Pages 108-110)

7. Utility Board:

- 7a. Resolution and Bid award of IFB#22-94 for various street material in 2023 to the lowest bidder as shown on the attached bid tabulation in the amount of \$390,600.00 plus applicable taxes. Items will be ordered on 'as needed' basis. Approved by Utility Board 4-0.

(Pages 111-114)

- 7b. Resolution and Bid award of IFB#22-93 for various water/sewer material for January - June 2023 to the lowest bidder as shown on the attached bid tabulation in the amount of \$915,645.27 plus applicable taxes. Items will be ordered on 'as needed' basis. Approved by Utility Board 4-0.

(Pages 115-123)



- 7c. Ordinance to enter into an agreement and waive the requirements of competitive bidding with Mueller Systems for 5/8" and 1" Hersey water meters for \$600,200.00, plus applicable taxes. Mueller is the supplier for the standard water meter used in the City of Bentonville; due to matching Mueller equipment installed, and purchasing these items direct from the manufacturer, it is not feasible to solicit competitive bids for Mueller Water Meters. Meters will be ordered on an "as needed" basis. Approved by Utility Board 4-0. [\(Pages 124-127\)](#)
- 7d. Ordinance to enter into an agreement and waive the requirements of competitive bidding with Core and Main for purchase of 2" and larger Sensus water meters for \$114,775.50 plus applicable taxes. Sensus is the standard 2" and larger water meter used in the City of Bentonville; due to matching Sensus equipment installed, it is not feasible to solicit competitive bids for the Sensus Water Meters. Meters will be ordered on an "as needed" basis. Approved by Utility Board 4-0. [\(Pages 128-131\)](#)
- 7e. Ordinance entering into an agreement and waiving the requirements of competitive bidding with Holophane Lighting for the purchase of decorative lighting in 2023 for \$3,273,090.00 plus applicable taxes. Holophane is the standard decorative lighting fixture used in the City of Bentonville; due to matching equipment installed, and purchasing these items direct from the manufacturer, it is not feasible to solicit competitive bids for Holophane Lighting. Items will be ordered on as "as needed" basis. Approved by Utility Board 4-0. [\(Pages 132-138\)](#)
8. City Council approval of the reappointment of Tom Butrynski and Fred B. Johnson to a second, 3-year term on the Bentonville Utility Board. The second term will be effective January 1, 2023, to December 31, 2025. [\(Pages 139-144\)](#)
9. Resolution authorizing a Budget Adjustment in the amount of \$60,000.00 for fuel supplies. This amount will cover the remaining fuel expense for 2022. [\(Pages 145-148\)](#)
10. Council approval of Mayor Orman's recommendation to reappoint Luke Wetzel to the City of Bentonville's Advertising & Promotion Commission. Mr. Wetzel's term will expire on December 31, 2026. [\(Pages 149-154\)](#)
11. Request for approval of a Resolution to declare various items as surplus, to be sold via public online auction at a later date. See attached list for more detail on the items to be declared as surplus and sold. [\(Pages 155-165\)](#)
12. Resolution to recognize and accept \$3,471,778.00 in ARPA Funding received in 2022, to allocate \$287,731.00 of this funding to the previously approved Sub-Award Agreement with Excellerate Foundation DBA Upskill NWA, and to allocate \$1,000,000.00 to the previously selected Airport-Westside Infrastructure Project (construction of Airport Runway Widening and West side development for hangar and infrastructure improvements). [\(Pages 166-169\)](#)
13. Ordinance approving changes to the City personnel policy manual. [\(Pages 170-187\)](#)
14. Resolution approving a budget adjustment in the amount of \$5,875.66 for Bentonville Public Library to accept, correct and expend certain designated funds including impact fees revenue and donations. The project supplements the library's existing collection budget by purchasing circulating books for youth and adults. [\(Pages 188-192\)](#)



15. Resolution setting a public hearing for January 10, 2023, for Street Right of Way requested for Lots 1-4 and 13-16 of WA Burks Addition (VAC22-0026). [\(Pages 193-195\)](#)
16. Resolution authorizing the Mayor and City Clerk to enter into a revised agreement with OR Colan and Budget Adjustment approval to provide additional professional services for property acquisition of public improvements required for the development of the Walmart Global Home Office project. [\(Pages 196-219\)](#)
17. Resolution requested by Bentonville Animal Services for approval of a Change Order and Budget Adjustment, in the amount of \$5,404.00, to account for increase prices in paving materials for the Animal Services Center. [\(Pages 220-224\)](#)
18. Resolution authorizing the Mayor and City Clerk to accept a donation in the amount of \$60,333.30 from Bentonville Youth Softball League. [\(Pages 225-228\)](#)
19. Resolution approving a budget adjustment for Parks and Recreation, in the amount of \$200,000.00, recognizing revenue and allocating expenses for to the 2022 recreation programs. [\(Pages 229-232\)](#)
20. Resolution approving a budget adjustment, in the amount of \$38,881.00, recognizing the revenue from sale of .06 acres and allocating funds to Parks and Recreation Capital for the Town Branch Park Improvement Project. [\(Pages 233-237\)](#)
21. Ordinance requesting a bid waiver in the amount of \$60,000.00 to Ann O'Sullivan for the service of personal training instruction for Bentonville Parks and Recreation. [\(Pages 238-243\)](#)
22. Ordinance approving a bid waiver in the amount of \$42,000.00 to Wize Academy to offer youth camp programs for Bentonville Parks and Recreation. Parks and Recreation utilizes professional camp providers to offer youth camp programs to the community. Wize Academy is specially trained to provide high quality STEM themed camps to youth in Northwest Arkansas. [\(Pages 244-251\)](#)
23. Ordinance to approve a bid waiver in the amount of \$51,000.00 to Connect Athletics to offer youth soccer services for Bentonville Parks and Recreation. [\(Pages 252-260\)](#)
24. Resolution authorizing the Mayor and City Clerk to enter into an amended agreement with Ozark Tennis Academy for tennis programming for Bentonville Parks and Recreation. [\(Pages 261-266\)](#)
25. Resolution seeking approval of a budget adjustment in the amount of \$101,872.00 to cover the expenses to purchase six trucks budgeted in 2022. In 2022, \$359,665.00 was originally budgeted; after failed bid attempts and orders being cancelled, Parks and Recreation has located six trucks on the Arkansas State Contract. The 2023 State Contract pricing and overall vehicle market has significantly increased since these trucks were originally budgeted. [\(Pages 267-270\)](#)
26. Resolution allowing the Mayor and City Clerk to enter into an amended GMP agreement with Flintco, Inc. for Creekside Park, for Change Order #3, and approve a Budget Adjustment for the purchase and installation of new box culverts. The cost of this change order will be \$290,811.00. [\(Pages 271-280\)](#)

27. Resolution authorizing the Mayor and City Clerk to enter into an amended GMP agreement with Flintco Inc., for Change Order #2, and approve a Budget Adjustment in the amount of \$634,952.00 for the construction of Pickleball Courts at Creekside Park.  
(Pages 281-292)
28. A presentation from the Housing Affordability Work Group on recommendations to increase the availability of affordable and attainable housing in Bentonville.  
(Pages 293-297)
29. Resolution to complete the settlement of the City's declaratory judgment case against Cooper Realty Investments, Inc. pursuant to the terms contained within the attached Consent Decree and Exhibits.  
(Pages 298-345)
30. Motion by City Council to cancel the December 27, 2022, City Council meeting and resume regular schedule on January 10, 2023.



## Agenda Item Form

|                              |                      |
|------------------------------|----------------------|
| Date of City Council Meeting | 12/13/2022           |
| Department                   | Parks and Recreation |
| Submitted by                 | David Wright         |
| Phone                        | (479) 271.6813       |

|                                                                                                                                                                                  |                                       |                                        |                                    |                                                |                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|------------------------------------|------------------------------------------------|------------------------------------|
| <b>Item Type: (Check Applicable Item Type)</b>                                                                                                                                   |                                       |                                        |                                    |                                                |                                    |
| <input type="checkbox"/> Budget Adjustment                                                                                                                                       | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| <b>Recommendation/Suggested Action (Enter recommendation in space below):</b>                                                                                                    |                                       |                                        |                                    |                                                |                                    |
| Resolution authorizing the Mayor to enter into an agreement with Robert L. Bogle Trust for a real estate transaction accepting the donation of the property known as Bogle Park. |                                       |                                        |                                    |                                                |                                    |

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



# Memo



To: City Council Members and Mayor Orman

From: David Wright, Parks and Recreation Director

Date: December 5, 2022

Re: City Council approval of a resolution authorizing the Mayor to enter into agreement with Robert L Bogle Trust for a real estate transaction accepting the donation of the property known as Bogle Park.

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Earlier this year, Mayor Orman and members of Staff met with representatives of the Bogle Family regarding the property known to residents as Bogle Park. The property, located at NW F and NW D Streets, is of approximately one (1) acre in size. The privately owned space was cultivated by Bob and Marilyn Bogle and make available for neighbors and community members to utilize. Residents know this property for the beautiful landscaping and the sense of place it provides.

After the offer, Parks Staff met with the Parks Board to determine if the plan was consistent with parks and rec plans. The Parks and Recreation Advisory Board voted unanimously to acquire the property and to officially name the property as “Bob and Marilyn Bogle Park”. Once the property becomes public owned, we will refer to it as Bogle Park.

The long term plan is really to maintain the park as a passive space for the neighborhood. Its size and location, and the ability to be visible from three (3) directions of the city block really set the space to be a fantastic neighborhood park. Our department has experienced great success with neighborhood parks in Downtown Bentonville with Gilmore Park and Austin Bagget Park. We anticipate this being just as successful.

The property will come with one requirement. That is that the donated land will be utilized for public recreation and open space for perpetuity.

If you have any questions, regarding this item, please contact me at 464.7275, or email [dwright@bentonvillear.com](mailto:dwright@bentonvillear.com).

## OFFER AND ACCEPTANCE

PARTIES: the City of Bentonville, Arkansas, as "Buyer", and the Robert L. Bogle Trust u/a/d June 14, 1989, as "Seller", hereby agree that the Seller shall sell and Buyer shall buy the following property upon the following terms and conditions:

1. DESCRIPTION:

a) Legal description of real estate ("Property") located in Benton County, Arkansas:

DESPCRPTION PARCEL 01-00532-000:

LOT 1 OF LEWIS SUBDIVISION, AS PER PLAT RECORD C-17 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-FOOICIO RECORDER OF BENTON COUNTY, ARKANSAS.

DESCRIPTION PARCEL 01-03232-000:

PART OF THE E 1/2 OF THE SW 1/4 OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 OF LEWIS SUBDIVISION, AS PER PLACE RECORD C-17, SAID CORNER BEING A 5/8" IRON PIN WITH PLASTIC CAP LABELED PS 1519;

THENCE N02°10'40"E 46.84 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A 5/8" IRON PIN WITH PLASTIC CAP LABELED PS 1460;

THENCE N02°10'40E 165.00 FEET, SAID POINT BEING A 5/8" IRON PIN WITH PLASTIC CAP LABELED PS 1460;

THENCE S87°35'35"E 165.00 FEET TO A POINT FROM WHICH A 2" IRON PIPE BEARS N87°35'35" W 9.21 FEET;

THENCE S02°10'40"W 165.00 FEET TO A POINT FROM WHICH A 5/8" IRON PIN WITH PLASTIC CAPP LABELED PS 1460 BEARS N87°35'35"W 11.10 FEET;

THENCE N87°35'35"W 165.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.625 ACRES, MORE OR LESS AND SUBJECT TO THE RIGHT-OF-WAY OF NW 3RD STREET ALONG THE NORTH AND NW F STREET ALONG THE EAST AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

DESCRIPTION PARCEL 01-03164-000:



LOT 21 OF HUFFMAN ADDITION, AS PER PLAT RECORD 2015-45 IN THE  
OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO OF BENTON  
COUNTY, ARKANSAS.

b) Street address, if any, of the Property being conveyed is:

215 NW F. ST, BENTONVILLE, ARKANSAS, 72712

2. PURCHASE PRICE: \$10.00 (ten dollars) cash on closing and other good and valuable consideration, the sufficiency of which is hereby acknowledged.

3. SURVEY & TITLE COMMITMENT; PERMITTED EXCEPTIONS:

Buyer shall obtain, at Buyer's sole expense, a preliminary title insurance commitment for the Property showing fee simple title in Seller, issued by the Escrow Agent in its capacity as a licensed agent for a nationally recognized title insurer acceptable to Buyer (the "Title Commitment"). At Closing, such insurer, at Buyer's sole expense, shall issue to Buyer an owner's title insurance policy in the amount of the Purchase Price (the "Title Policy"). The Title Commitment and the Owner's Title Policy shall be subject only to liens, encumbrances, exceptions, or qualifications set forth in this Contract or otherwise acceptable to Buyer, and in the case of the Title Commitment, those items which shall be discharged by Seller at or before closing. Buyer shall have twenty (20) days from the date of receiving Title Commitment to examine it. If title is found defective, if Buyer has objections to the Survey (as defined below) or the issuer of the Title Commitment has not provided satisfactory assurances that the Title Requirements will be met, Buyer shall notify Seller in writing, within twenty (20) days from the date of receiving the Title Commitment specifying the objection(s) to the Title Commitment or Survey. If the objection(s), in Buyer's opinion, renders title unmarketable, uninsurable, or the objections affect Buyer's intended use of the Property, development of the Project, ability to obtain construction and permanent financing for the Project or contain terms Buyer deems unreasonable, Seller will have thirty (30) days from receipt of such notice within which to attempt to remove such objection(s) to the Title Commitment or Survey. Seller agrees that it shall use a diligent, good faith effort to correct any objection(s), provided, however, Seller shall not be required to spend an amount it deems unreasonable to correct any such objections. If Seller is unsuccessful in removing such objection(s) within said time, Buyer shall have the option of (i) extending such time period, (ii) accepting the title as it then is, or (iii) rescinding this Contract and thereupon Buyer and Seller shall be released, as to one another, of all further obligations and all damages arising under this Contract.

Seller will deliver to Buyer a copy of any survey of the Property in Seller's possession. Buyer shall have the right to obtain a new or recertified survey of the Property (the "Survey") at Buyer's cost. Subject to approval of the Survey by Buyer, the legal description of the Property contained in the Survey will be the description of the Property used in the Deed.

4. BUYER'S REQUIREMENTS: Buyer shall undertake to remove the conditions to closing contained in this Contract in a timely manner. Seller agrees to cooperate fully with Buyer with respect to Buyer's efforts to obtain all relevant information pertaining to the Property and the permitted uses of it. In the event such conditions cannot reasonably be removed Buyer may terminate this Contract. In the event Buyer does not notify Seller in the manner set forth in paragraph 10(a) of the failure of a condition or Buyer's decision to terminate within (10) days of the Council Approval Date (the "Buyer's Inspection Period" or the "Inspection Period"), all of Buyer's conditions shall be deemed satisfied

5. SELLER DOCUMENTS: Seller agrees to deliver to Buyer within ten (10) days of the Effective Date copies of the following: all title insurance policies and surveys; all plats, covenants, deeds, easements, development plans, construction plans, if any; s; and environmental reports relating to the Property (collectively, the "Seller Documents"). Buyer shall return all Seller Documents if the Closing does not occur and shall keep the Seller Documents confidential to the best of its ability.

6. SELLER'S REPRESENTATION AND WARRANTIES: Seller represents and warrants as to following matters:

- a) there is no action, suit, or proceeding pending, or to Seller's actual knowledge and belief, threatened or contemplated against or affecting, either directly or indirectly, the Property; and
- b) the Property is not located within any wetlands area as determined under the Clean Water Act and applicable FEMA maps and there is no application currently pending regarding the same.

7. BUYER'S REPRESENTATION AND WARRANTIES: Buyer represents and warrants as to following matters:

- a) that Property will be utilized by Buyer solely as an open, public gathering and recreation space and will be maintained at its current or similar standards honoring the legacy of the Bogle family; and
- b) any monies received for the preservation of the Property will be used for that purpose alone and will not be kept separate from other funds.

8. RISK OF LOSS: All risk of loss to the Property shall remain with Seller prior to Closing. If any improvements on the Property are damaged prior to Closing and Seller is either unable or unwilling to restore the Property to the condition it was as of the Effective Date, at Buyer's sole option, Buyer may (i) elect to terminate this Contract or (ii) elect to take the Property as it then is, together with any insurance proceeds payable by virtue of such loss or damage. If Buyer elects to terminate this Contract, Buyer and Seller shall be released, as to one another, of all obligations and liabilities under this Contract.

9. REPAIR AND MAINTENANCE: Between the Effective Date and the date of Closing, Seller shall maintain the Property in substantially the same condition the Property was in on the Effective Date. Further, Seller agrees not to enter into, extend, or renew beyond closing any agreement covering any portion of the Property (or real property contiguous to the Property) or which might change the status, condition, or commercial marketability of the Property without the prior written approval of Buyer.

10. PROVISIONS WITH RESPECT TO CLOSING:

a) Closing Date. The consummation of the transaction contemplated by this Agreement ("Closing") shall take place at such place as designated by Seller on or before \_\_\_\_\_, or at such earlier date as agreed mutually, unless extended by other provisions hereof.

b) Seller's Obligation at Closing. At Closing, Seller shall furnish good and marketable title at closing and execute, acknowledge, and deliver to Buyer a Quitclaim Deed conveying the Property to Buyer subject to:

- (i) taxes and assessments for year of closing and subsequent years;
- (ii) restrictions, easements, and zoning ordinances of record, if any;
- (iii) public utility easements of record, if any; and
- (iv) a preservation easement to be executed by Buyer.

c) Buyer's Obligations at Closing. Subject to the terms, conditions and provisions hereof, and concurrently with the performance by Seller of its obligations set forth in Section IV b) above, Buyer shall deliver to Seller cashier's check or other immediate local funds in the amount set forth in Section II of this Agreement.

d) Closing Costs.

e) Buyer shall pay all costs and expenses in connection with the Closing, including the following:

- (i) Documentary stamps which are required to be affixed to the Warranty Deed;
- (ii) The intangible tax required by law on the mortgage;
- (iii) All recording costs, including recording of the deed, mortgage, and any documents required in connection with the title insurance commitment;
- (iv) The premium payable for the title commitment and title policy issued pursuant thereto, if any; and
- (v) Survey work.

f) Proration of Taxes. Taxes for the year of the Closing shall be prorated to the date of Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the

apportionment of taxes shall be upon the basis of the tax rate of the preceding year applied to the latest assessed valuation.

11. OTHER CONTRACTUAL PROVISION:

a) Notices. Any notice to be given or to be served upon any party hereto, in connection with this Agreement, must be in writing, and may be given by certified mail and shall be deemed to have been given and received when a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail; and if given otherwise than by certified mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notices shall be given to the parties hereto at the addresses stated above.

Any party hereto may, at any time by giving five (5) days' written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such

notice shall be given and other parties to whom copies of all notices hereunder shall be sent.

b) Assignability. The Buyer is prohibited from assigning all or any part of this Agreement.

c) Entire Agreement; Modification. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

d) Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arkansas with proper venue in Benton County Circuit Court.

e) Headings. Descriptive headings are for convenience and shall not control or affect the meaning or construction of any provision of this Agreement.

f) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

g) Counterparts. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Agreement.

h) Interpretation. Whenever the context hereof shall require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.

i) Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

k) Time for Acceptance & Effective Date. If this offer is not executed by both parties hereto on or before \_\_\_\_\_, this offer shall thereafter be null and void. The date of the Agreement ("Effective Date") shall be the date when the last one of the Seller and Buyer has signed this offer.

l) City Council Approval. This contract is conditioned upon approval from the Bentonville City Council. After approval, each party shall present to the other a duly adopted, approved, and attested resolution or other appropriate evidence of approval.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Witnesses: "Seller" (BOGLE TRUST, ROBERT L AND MARILYN BOGLE MARITAL TRUST) by:

\_\_\_\_\_  
By:

Attest:

\_\_\_\_\_  
By: Date: \_\_\_\_\_

"Buyer" (The City of Bentonville, Arkansas) by:

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk Date: \_\_\_\_\_

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

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER  
INTO AN AGREEMENT ACCEPTING THE DONATION OF PROPERTY KNOWN  
AS BOGLE PARK; AND FOR OTHER PURPOSES.**

**WHEREAS**, earlier this year, representatives of the Bogle Family generously offered to convey the property, known to Bentonville citizens as Bogle Park, to the City of Bentonville;

**WHEREAS**, the property, located at NW F and NW D Streets is approximately one (1) acre in size and has been a privately owned space, cultivated by Bob and Marilyn Bogle, made available for neighbors and community members to enjoy;

**WHEREAS**, the acceptance of this donation has been approved by the Parks and Recreation Advisory Board who unanimously voted to officially name the property “Bob and Marilyn Bogle Park”; and

**WHEREAS**, the City greatly appreciates this thoughtful gift.

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

Section 1: That the Mayor and City Clerk are authorized to enter into an agreement accepting the donation of property known as Bogle Park;

Section 2: This donation will be maintained as a passive space for neighborhood enjoyment and shall be utilized for public recreation and open space in perpetuity;

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

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

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

**APPROVED:**

\_\_\_\_\_  
**STEPHANIE ORMAN, MAYOR**

**Attest:**

\_\_\_\_\_  
**KIRBY ROMINES, CITY CLERK**



## Agenda Item Form

|                              |                      |
|------------------------------|----------------------|
| Date of City Council Meeting | 12/13/2022           |
| Department                   | Parks and Recreation |
| Submitted by                 | Josh Stacey          |
| Phone                        | (479) 696-0204       |

|                                                                             |                                       |                                                   |                                    |                                     |                                    |
|-----------------------------------------------------------------------------|---------------------------------------|---------------------------------------------------|------------------------------------|-------------------------------------|------------------------------------|
| Item Type: (Check Applicable Item Type)                                     |                                       |                                                   |                                    |                                     |                                    |
| <input type="checkbox"/> Budget Adjustment                                  | <input type="checkbox"/> Change Order | <input checked="" type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| Recommendation/Suggested Action (Enter recommendation in space below):      |                                       |                                                   |                                    |                                     |                                    |
| Recognition by City Council of the Bentonville Youth Softball League Board. |                                       |                                                   |                                    |                                     |                                    |

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





# Memo



To: City Council, Mayor Orman  
From: Josh Stacey, Recreation Services Manager  
Through: David Wright, Parks and Recreation Director  
Date: November 22, 2022  
Re: Bentonville Youth Softball League Board Recognition

---

The Bentonville Youth Softball League (BYSL) started girls' youth softball in the 1970's. For the past five plus decades, volunteers on the BYSL Board have given thousands of hours of their time, energy, and effort to offer the community this important program.

Members of the BYSL Board were responsible for the operation of the entire program. All aspects of the league were managed by volunteer parents and community members who gave their time to take registrations, recruit coaches, manage player skill assessments, oversee league drafts, create team rosters and team schedules, and much more every single season. Not only did they do all these things to organize the league, but they were also then at the ballfields every night overseeing the program, scheduling umpires (or umpiring themselves), and communicating with parents and players.

After the administration of the league was passed to Bentonville Parks in Recreation in 2010, the BYSL Board remained a vital element of the program. Board members held monthly meetings and guided Parks and Recreation staff for league operations. Board members continued to volunteer their time to help organize the league and be at the ballfields each day. Not only was the board instrumental in assisting to run a high-quality recreation league, they were also pivotal in their support of travel softball teams and tournaments in Bentonville. Those teams now have hundreds of local players and softball tournaments bring in hundreds of teams and thousands of players to Bentonville each year supporting the local economy.

Research shows that 73% of parents say youth sports benefit the mental health of their children. 88% of parents believe that youth sports benefit their child's physical health and encourage active lifestyles long-term. 80% of parents believe sports help their children learn about discipline and dedication and 55% of parents say youth sports

benefit their children academically and improve their future careers. Without the dedication of the BYSL board members, thousands of girls would not have had the chance to benefit from youth sports in our community. The impact they have made has shaped the lives of our residents for generations and has help made Bentonville the incredible community we are today.

It is our distinct honor to recognize the Bentonville Youth Softball Board members and appreciate them for their decades of service to our community.

If you have any questions regarding this item, please let me know. Please call me at 696.0204, or email [jstacey@bentonvillear.com](mailto:jstacey@bentonvillear.com).



## Agenda Item Form

|                              |                  |
|------------------------------|------------------|
| Date of City Council Meeting | 13-Dec           |
| Department                   | Administration   |
| Submitted by                 | Camille Thompson |
| Phone                        | (479) 271-5956   |

|                                                                                                                                                                                                    |                                       |                                        |                                               |                                     |                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|-----------------------------------------------|-------------------------------------|------------------------------------|
| Item Type: (Check Applicable Item Type)                                                                                                                                                            |                                       |                                        |                                               |                                     |                                    |
| <input type="checkbox"/> Budget Adjustment                                                                                                                                                         | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| Recommendation/Suggested Action (Enter recommendation in space below):                                                                                                                             |                                       |                                        |                                               |                                     |                                    |
| 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. (Sreeni Annexation). |                                       |                                        |                                               |                                     |                                    |

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



**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; AND FOR OTHER PURPOSES.**

**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 30<sup>th</sup> day of November, 2022, 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

**WHEREAS**, the order entered by the County Judge provides that in order to accept the annexation proposed by the petitioners, the City of Bentonville is also required to accept as part of the territory to be annexed certain dedicated public roads and rights of way abutting or traversing the property proposed to be annexed, the legal descriptions for which are included as an attachment to the County Court’s order.

**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 – Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 5 – Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this ordinance are repealed to the extent of such conflict; and

Section 6: That this Ordinance shall become effective 30 days from its passage and approval.

**PASSED AND APPROVED THIS 13TH DAY OF DECEMBER, 2022.**

**APPROVED:** \_\_\_\_\_  
**HON. STEPHANIE ORMAN, Mayor**

**ATTEST:** \_\_\_\_\_  
**HON. KIRBY ROMINES, City Clerk**

**EXHIBIT “A”  
SREENI ANNEXATION**

**KVW Ventures, LLC.** \_\_\_\_\_ **18-08668-000**

**EXHIBIT "B"**  
**SREENI ANNEXATION**

Part of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 2, Township 19N, Range 31W, in Benton County, Arkansas and being more particularly described as follows:

Beginning 675.25' East of the NW Corner of said NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 2.

Thence East 117.25';  
Thence South 815';  
Thence West 267.25';  
Thence North 524.6';  
Thence East 150';  
Thence North 290.4' to the Point of Beginning.

**LESS AND EXCEPT**

Part of the NE  $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 2, Township 19N, Range 31W, in Benton County, Arkansas and being more particularly described as follows:

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

Thence 525.25' East to the Point of Beginning.  
Thence East 150.2';  
Thence South 0°58' East, 330';  
Thence North 89°54' West, 149.9';  
Thence North 1°01' West, 330.3' to the Point of Beginning.

FILED

2022 OCT 12 PM 2:53

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

NO. CC 2022-36

PETITION FOR ANNEXATION – 100 % OF OWNERS PETITIONING

DATE: 09/26/2022

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.



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: 53

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**  
be included in

2022 OCT 12 PM 2:53  
owners of the property are

BETSY HARRELL  
CO & PROBATE CLERK  
BENTON COUNTY, AR

SREENIVASA R KOTA

Manager

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

### Parcel number of property to be annexed

[illegible]

**VENU DULLIPALLI**  
Notary Public-Arkansas  
Benton County  
My Commission Expires 04-  
Commission # 126975

4/25/2026

FILED

2022 OCT 12 PM 2:54

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.

[Redacted Signature]

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

Incorporator

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

18-08668-000

Parcel number of property to be annexed

ACKNOWLEDGMENT

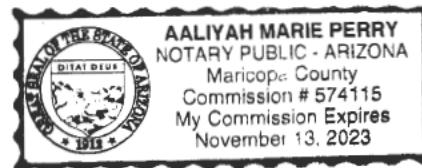
State of ~~Arkansas~~ ) ARIZONA  
                                  ) ss.  
County of ~~Benton~~ ) MARICOPA

On this the 19<sup>th</sup> day of September, 2022, before me, the undersigned officer, personally appeared Mallikarjuna Rao Varagani 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:

11/13/2023



FILED

2022 OCT 12 PM 2: 54

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.

DEBORA HARRIS  
CO & PROBATE 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.

[Redacted Signature]

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

Manager

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

18-08668-000

Parcel number of property to be annexed

ACKNOWLEDGMENT

State of Arkansas )  
County of Benton ) ss.

On this the 17 day of September, 2022, before me, the undersigned officer, personally appeared Santosh Dinker Walker, 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:

Sept 9, 2024



**Sreeni Annexation**  
**Exhibit 'A'**

**FILED**  
2022 OCT 12 PM 2:54  
BETSY HARRELL  
CO & PROBATE CLERK  
BENTON COUNTY, AR

Part of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 2, Township 19N, Range 31W, in Benton County, Arkansas and being more particularly described as follows:

Beginning 675.25' East of the NW Corner of said NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 2.

Thence East 117.25';  
Thence South 815';  
Thence West 267.25';  
Thence North 524.6';  
Thence East 150';  
Thence North 290.4' to the Point of Beginning.

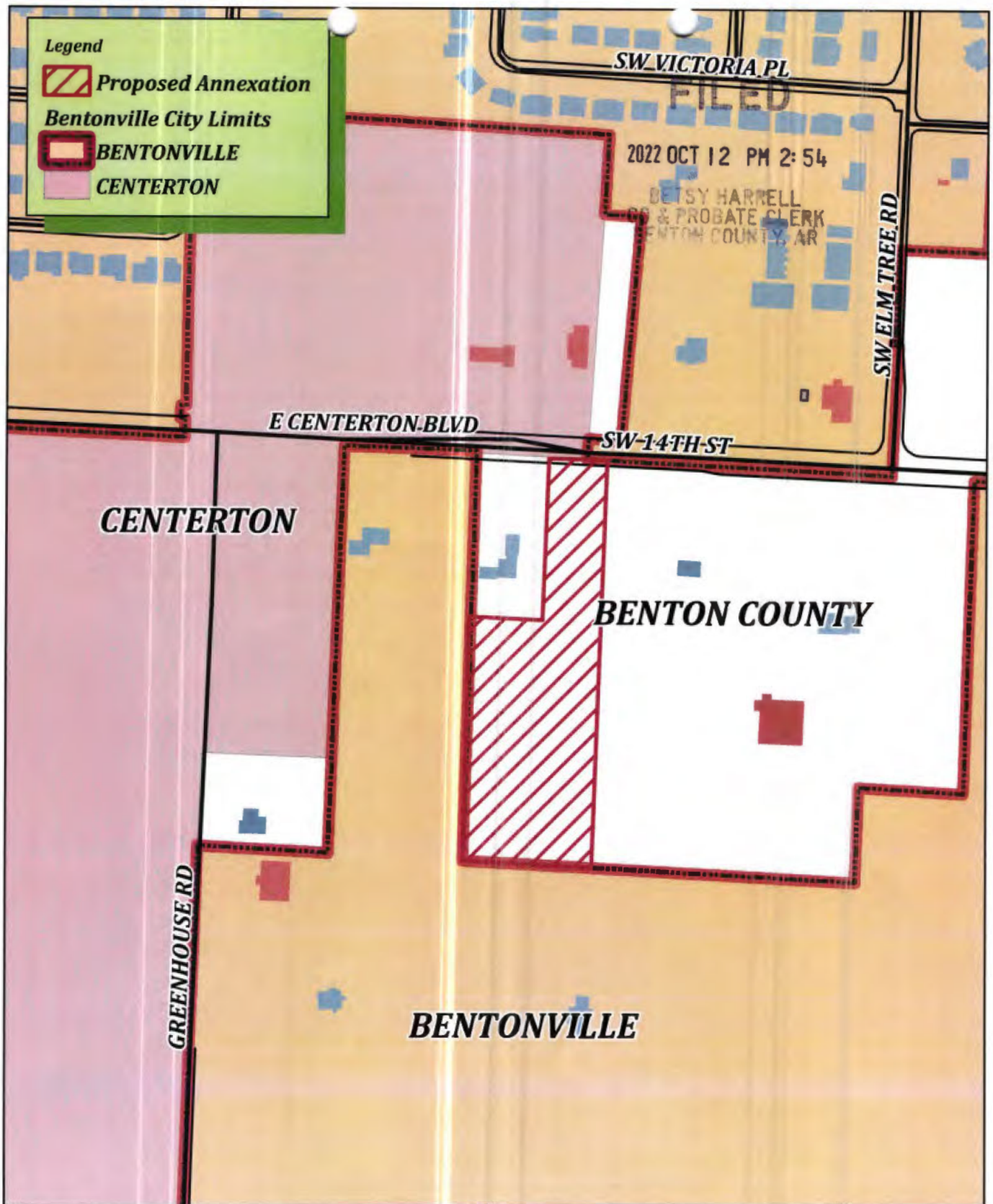
**LESS AND EXCEPT**

Part of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 2, Township 19N, Range 31W, in Benton County, Arkansas and being more particularly described as follows:

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

Thence 525.25' East to the Point of Beginning.  
Thence East 150.2';  
Thence South  $0^{\circ}58'$  East, 330';  
Thence North  $89^{\circ}54'$  West, 149.9';  
Thence North  $1^{\circ}01'$  West, 330.3' to the Point of Beginning.





**Exhibit 'B'**  
**Sreeni Annexation**





EXHIBIT 'C'

Benton  
216 W Sevier Street  
Benton, AR 72015

Fayetteville  
1420 Augustine Lane, Suite 1  
Fayetteville, AR 72703

Bentonville  
300 SW 28th Street  
Bentonville, AR 72712

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

Sheridan  
206 N Rose Street  
Sheridan, AR 72150

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  
.....

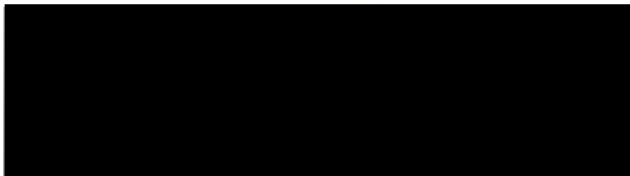
Headquarters  
First National Title Company  
Little Rock  
415 N McKinley Street Suite 1200  
Little Rock, AR 72205

Greenbrier  
801 S. Main Street, Suite 2  
Greenbrier, AR 72058  
2022 OCT 12 PM 2:54  
BETSY HARRELL  
CO & PROBATE CLERK  
BENTON COUNTY, AR

September 14, 2022

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.



Steve Pangle

Benton County Manager

First National Title

FILED

2022 OCT 12 PM 2: 54

**'EXHIBIT C-1'**  
**Sreeni Annexation**

BETSY HARRELL  
CO & PROBATE CLERK  
BENTON COUNTY, AR

KVW Ventures, LLC. \_\_\_\_\_ 18-08668-000



**Sreeni Annexation**  
**Exhibit 'C-2'**

FILED

2022 OCT 12 PM 2: 54

BETSY HARRELL  
CO. & PROBATE CLERK  
BENTON COUNTY, AR

Part of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 2, Township 19N, Range 31W, in Benton County, Arkansas and being more particularly described as follows:

Beginning 675.25' East of the NW Corner of said NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 2.

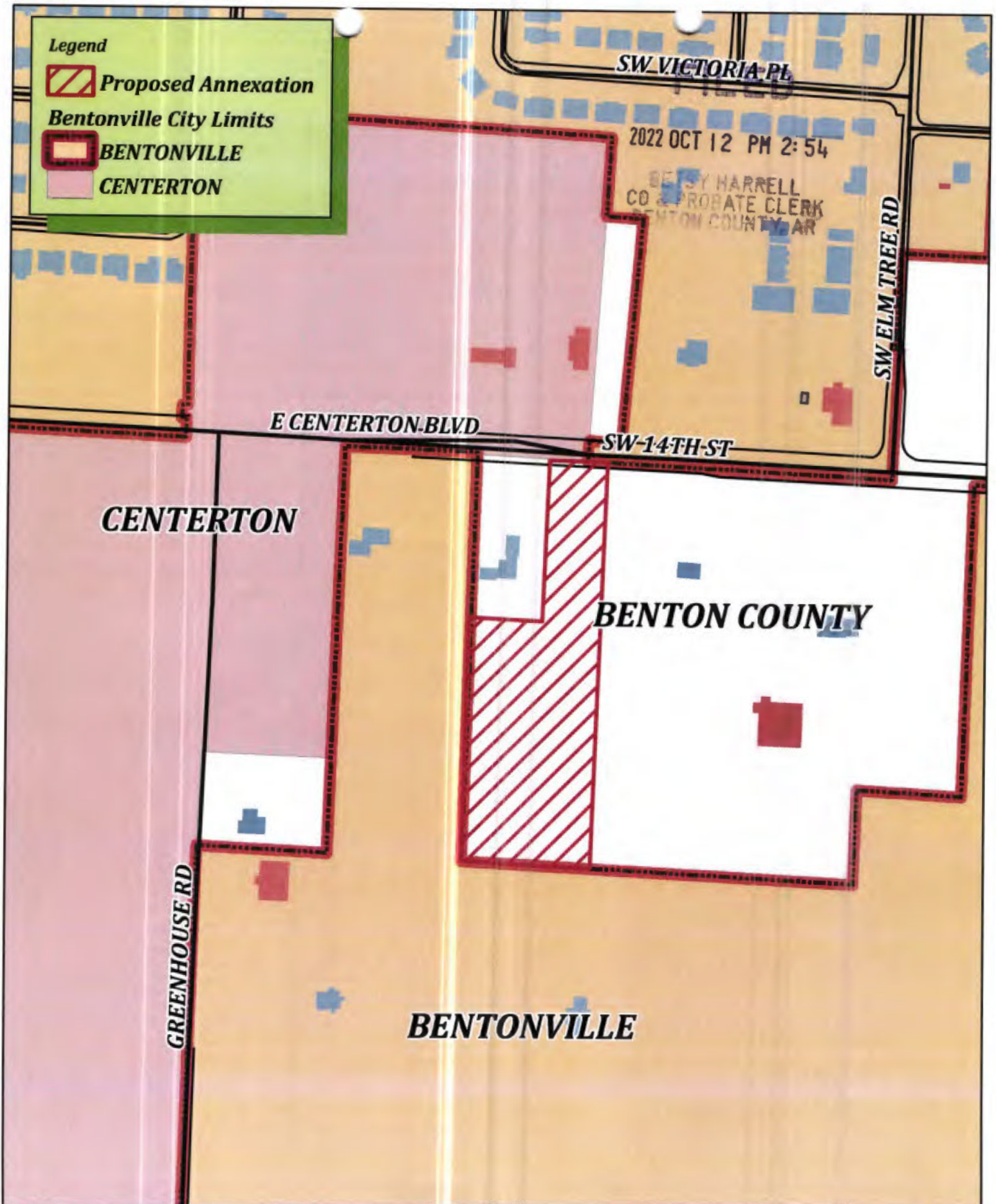
Thence East 117.25';  
Thence South 815';  
Thence West 267.25';  
Thence North 524.6';  
Thence East 150';  
Thence North 290.4' to the Point of Beginning.

**LESS AND EXCEPT**

Part of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 2, Township 19N, Range 31W, in Benton County, Arkansas and being more particularly described as follows:

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

Thence 525.25' East to the Point of Beginning.  
Thence East 150.2';  
Thence South 0°58' East, 330';  
Thence North 89°54' West, 149.9';  
Thence North 1°01' West, 330.3' to the Point of Beginning.



**Exhibit 'C-2'**  
**Sreeni Annexation**



EXHIBIT 'D'

FILED

Greetings:

2022 OCT 12 PM 2:54

This letter is given in connection with what is understood to be an effort to voluntarily annex certain real property (Green Annexation) 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.

TSW. MATLOCK  
10/10/22

CLERK  
BENTON COUNTY, AR

FILED

**Sreeni Annexation**  
**Exhibit 'D-1'**

2022 OCT 12 PM 2:54

BETSY HARRELL  
CO & PROBATE CLERK  
BENTON COUNTY, AR

Part of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 2, Township 19N, Range 31W, in Benton County, Arkansas and being more particularly described as follows:

Beginning 675.25' East of the NW Corner of said NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 2.

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Thence South 815';  
Thence West 267.25';  
Thence North 524.6';  
Thence East 150';  
Thence North 290.4' to the Point of Beginning.

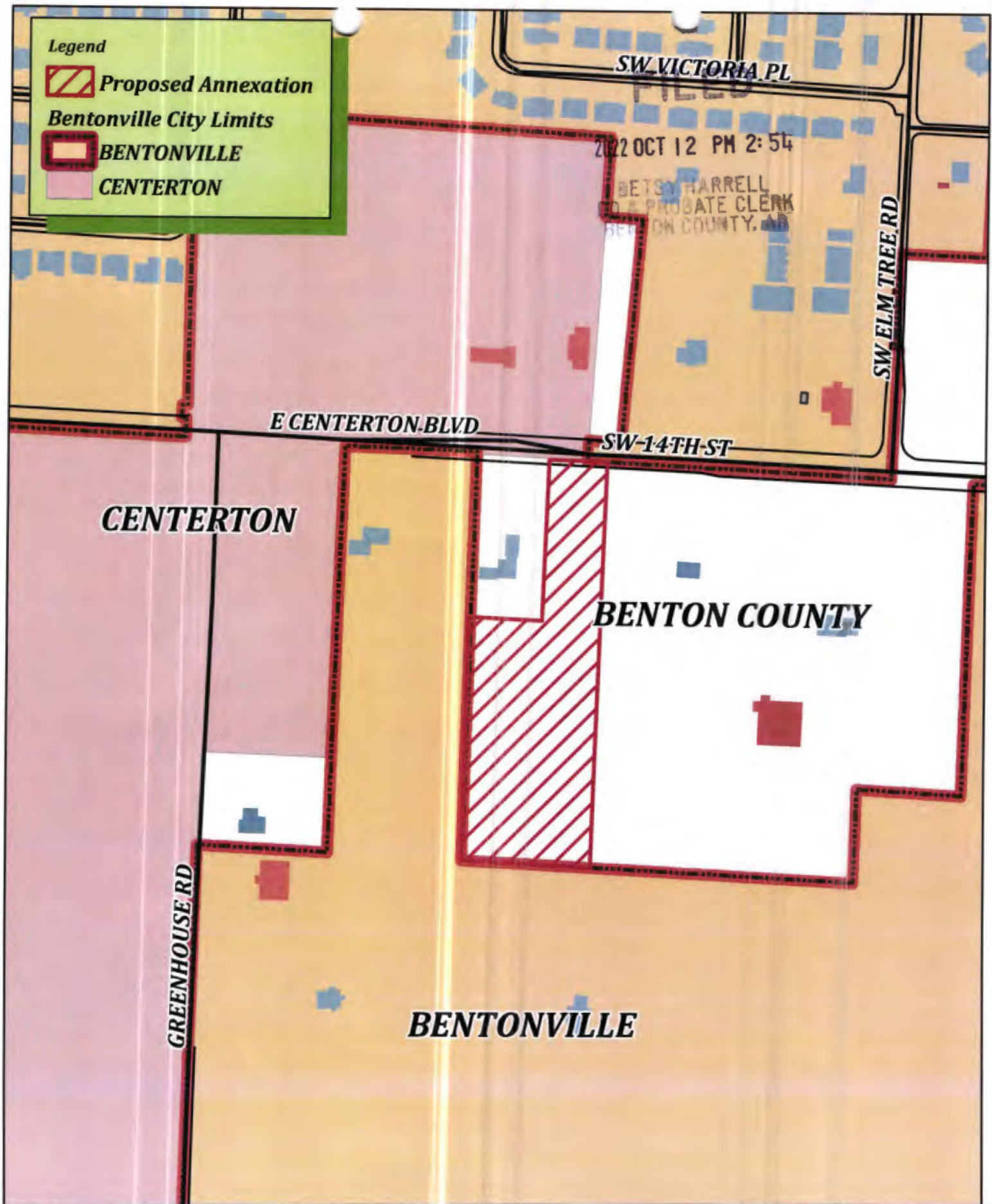
**LESS AND EXCEPT**

Part of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 2, Township 19N, Range 31W, in Benton County, Arkansas and being more particularly described as follows:

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

Thence 525.25' East to the Point of Beginning.  
Thence East 150.2';  
Thence South 0°58' East, 330';  
Thence North 89°54' West, 149.9';  
Thence North 1°01' West, 330.3' to the Point of Beginning.





**Exhibit 'D-2'**  
**Sreeni Annexation**





**FILED**

2022 OCT 12 PM 2:54

BETSY HARRELL  
CO & PROBATE CLERK  
BENTON COUNTY, AR

**Department of Transformation and Shared Services**

**Governor Asa Hutchinson**

**Secretary Mitch Rouse**

**Director Shelby Johnson**

October 3, 2022

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 "Sreeni Annexation" and located in Section 2, 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 90<sup>th</sup> General Assembly.

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

Sincerely,

A solid black rectangular box used to redact the signature of Jennifer Wheeler.

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\20221003\Doc\20221003\_Bentonville\_Annexation\_Coordination\_Letter.docx

**Arkansas Geographic Information Systems**  
**501 Woodlane Street, Suite G-04 \* Little Rock, AR 72201 \* 501.682.2767**  
**TRANSFORM.AR.GOV**



Proposed "Sreeni" Annex: City of Bentonville  
October 2022

City: Bentonville  
Mayor: Stephanie Orman

Arkansas Code 14-40-101.

Before an entity undertakes an annexation, consolidation, or detachment proceeding under this chapter, the entity shall coordinate with the Arkansas Geographic Information Systems Office for preparation of legal descriptions and digital mapping for the relevant annexation, consolidation, and detachment areas.

The map contained herein, is evidence, the entity has met requirements of Act 914 of 2015



- Proposed Annex
- Sections
- Parcels
- Minor Road
- Existing City
- Neighboring City

FILED  
2022 OCT 12 PM 2:55  
BETSY HARRELL  
CO & PROBATE CLERK  
BENTON COUNTY, AR

0 0.01 0.03 0.06  
Miles



H:\City\_Annexations\Cities\Bentonville\2022\10031

FILED

**Sreeni Annexation**  
**Exhibit 'A'**

2022 OCT 12 PM 2: 55

BETSY HARRELL  
CO & PROBATE CLERK  
BENTON COUNTY, AR

Part of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 2, Township 19N, Range 31W, in Benton County, Arkansas and being more particularly described as follows:

Beginning 675.25' East of the NW Corner of said NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 2.

Thence East 117.25';  
Thence South 815';  
Thence West 267.25';  
Thence North 524.6';  
Thence East 150';  
Thence North 290.4' to the Point of Beginning.

**LESS AND EXCEPT**

Part of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 2, Township 19N, Range 31W, in Benton County, Arkansas and being more particularly described as follows:

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

Thence 525.25' East to the Point of Beginning.  
Thence East 150.2';  
Thence South 0°58' East, 330';  
Thence North 89°54' West, 149.9';  
Thence North 1°01' West, 330.3' to the Point of Beginning.





# Arkansas Secretary of State

## John Thurston

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

**FILED**

2022 OCT 12 PM 2: 55

### Municipal Boundary Change Checklist

Act 655 of 2017 and A.C.A. §14-40-103

HARRELL  
CO & PROBATE CLERK  
BENTON COUNTY, AR

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 256, Little Rock, AR 72201-1094

Office of the Arkansas Secretary of State use only

Received by: \_\_\_\_\_

Rev. 2/2019

FILED

2022 OCT 12 PM 2:55

**Municipal Annexation, Detachment, and Incorporation Reference**

- Annexation of Territories Contiguous to County Seat A.C.A. §14-40-201
- Annexation of Territories in another Judicial District (multiple county seats) A.C.A. §14-40-202
- Annexation of City Park or Airport (automatic) A.C.A. §14-40-204
- Annexation of building on boundary of two municipalities (written notice) A.C.A. §14-40-207
- Annexation by Election (contiguous land) A.C.A. §14-40-302
- Annexation of land in adjoining County A.C.A. §14-40-401
- Annexation of surrounded unincorporated area (island/doughnut holes) by ordinance A.C.A. §14-40-501
- Annexation by Petition of majority of Landowners A.C.A. §14-40-602
- Annexation by Petition of all Landowners A.C.A. §14-40-609
- Consolidation of two municipalities by Election A.C.A. §14-40-1201
- Annexation with Detachment from another municipality at landowner request A.C.A. §14-40-2001
- Annexation with Detachment from adjoining city at city request A.C.A. §14-40-2101
- Detachment of Land annexed by petition under §14-40-601 A.C.A. §14-40-608
- Detachment of municipal lands back to County by election A.C.A. §14-40-1801
- Detachment of unsuitable land by municipal resolution A.C.A. §14-40-1901
- Incorporation by direct petition of landowners A.C.A. §14-38-101
- Incorporation by petition for special election A.C.A. §14-38-115
- Surrender of Charter (Disincorporation) by second class city A.C.A. §14-39-101



**City Council Agenda Items**  
**For the City Council Meeting of December 13, 2022**  
**From the December 6, 2022 Planning Commission Meeting**

1. **Ordinance accepting a property line adjustment of Lots 16, 17, and 18 and the south half of Lot 15 of Spring Park Addition; creating new Lot 21 of Spring Park Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: PLA22-0030) 903 Northwest A Street.**

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

A property line adjustment of Lots 16, 17, and 18 and the South ½ of Lot 15, creating new Lot 21 (+/- 0.58 acres) of Spring Park Addition. The plat dedicates a strip of right-of-way approximately 6' wide along the Northwest A Street side of the property.

2. **Ordinance accepting a lot split of Lot 3 of Highland West Addition; creating new Lots 4-6 of Highland West Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0046) Northwest Corner of Lee Harris Road and Barron Road.**

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

A lot split of Lot 3 of Highland West Addition, creating new Lots 4-6 of Highland West Addition. The plat dedicates new right-of-way for future arterial streets per the Master Street Plan for Barron Road and Lee Harris Road. This lot split is related to RZ22-0062 and is predicated on the passage of that request. Should RZ22-0062 not be approved, staff would not recommend approval of this lot split as it would not meet the minimum size requirements in the A-1 district.

3. **Ordinance accepting a lot split of Tract A of Green Acres Subdivision; creating new Lots 5, 6, and 7 of Green Acres Subdivision to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0059) 1005 NW 'A' Street.**

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

A lot split of Tract A of Green Acres Subdivision, creating new Lots 5, 6, & 7 of Green Acres Subdivision. The plat dedicates no new right-of-way or easements.

- 4a. **Resolution amending the City of Bentonville future land use map to designate a specific area as Medium-Density Residential; and for other purposes (Project Number: RZ22-0050) AR HWY 112 and West Scoggins Road.**

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

The Future Land Use Plan does not currently establish a use due to the recent annexation; however, the applicant is requesting a change in the Future Land Use Plan to Medium Density Residential and General Commercial. Medium-density residential areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre.

The property is located within Priority Area 3, Edge Growth, as identified in Chapter 4 of the Bentonville Community Plan. This area focuses on development in areas proximate to existing infrastructure in order to capitalize on municipal investment that has already taken place. Although water service is available for the property, sewer service requires an extension beyond a quarter mile that the developer is seeking to build. Scoggins Rd is currently unimproved.

- 4b. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of A-1, Agriculture to R-3, Medium-High Density Multifamily Residential; and for other purposes (Project Number: RZ22-0050) AR HWY 112 and West Scoggins Road.**

**The Planning Commission voted 7-0, recommending approval. This request was originally for both C-2, General Commercial and R-3, Medium-High Density Multifamily Residential zonings, but the request was amended during the meeting to be for R-3 zoning only.**

The R-3 District is established to provide suitable areas for medium density residential development. Such units would be located in areas where adequate city facilities existed prior to development or would be provided in conjunction with development, and where a suitable environment for medium density residential development would be available. Such districts could be used in suburban portions of the city as buffer or transitional zones between single-family and other uses not compatible with low density residential development.

This request is not consistent with the adopted Bentonville Community Plan where new development is discouraged in Priority Area 3 for areas further than ¼ mile from existing infrastructure. As such, staff recommends that the development wait until such time as the infrastructure is closer to the project. Any off-site improvement necessary to support the project, if approved, will be presented to Planning Commission at the time of the Preliminary Plat.

- 5. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential; to DN-2, Downtown Medium-Density Residential; and for other purposes (Project Number: RZ22-0051) 1005 NW A Street.**

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

The intent of the DN-2 district is to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density. In some instances, such as the end of blocks, townhouses may be appropriate in this district. This request is consistent with the Community Plan and Future Land Use Map.

- 6a. Resolution amending the City of Bentonville future land use map for a specific area from General Commercial to Mixed-Use Commercial; and for other purposes (Project Number: RZ22-0058) 201 Southeast 22<sup>nd</sup> Street.**

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

The Future Land Use Plan currently shows this property as General Commercial, in which C-3 zoning is not compatible, however, the applicant has requested a future land use

map amendment to Mixed-Use Commercial. Mixed-use commercial areas include uses that provide goods and services to nearby residents. Local retail, day-to-day services, and small offices are appropriate in these areas. Vertical mixed-use developments are encouraged in mixed-use commercial areas, with upper floors including offices, services, or residential uses. Parking may be more prominent in these areas than in Downtown commercial areas but should be sited and designed to not be detrimental to the character of the area.

The property is located within Priority Area 2, Infill, as identified in chapter 4 of the Bentonville Community Plan. This area focuses on supporting the development of vacant properties already served by infrastructure within the context of existing development.

- 6b. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of C-2, General Commercial; to C-3, Mixed-Use Commercial; and for other purposes (Project Number: RZ22-0058) 201 SE 22<sup>nd</sup> Street.**

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

The C-3 District is established for areas outside of downtown to provide an opportunity for people to live, work, meet, shop, and utilize services within the vicinity of their residences. The C-3 district allows for a mix of neighborhood commercial and personal services, offices, and medium density residential uses. Development in this district should be designed with an urban, walkable character that encourages physical activity, alternative transportation, and greater social interaction to benefit the health and wellbeing of residents. This request is not consistent with the Future Land Use Map but is consistent with the surrounding development pattern of the area.

- 7. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential; to DN-2, Downtown Medium-Density Residential; and for other purposes (Project Number: RZ22-0059) 101 NE 7<sup>th</sup> Street.**

**The Planning Commission voted 6-1, recommending approval, with Commissioner Wright voting against approval, stating this area is not suited for medium density residential.**

The intent of the requested DN-2 zoning district is to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density. In some instances, such as the end of blocks, townhouses may be appropriate in this district. This property is located at the corner of two Local Downtown streets per the City's Master Street Plan, which lends support for a denser zoning designation such as DN-2, to allow for a variety of housing types including townhomes. This request is consistent with the Future Land Use Map, and with the surrounding development pattern of the area, with many DN-2 zoned properties one block to the east along NE A Street.

- 8. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential; to DN-4, Downtown Mixed-Use Residential; and for other purposes (Project Number: RZ22-0060) 509 SE C Street.**

**The Planning Commission voted 7-0, recommending approval. This request was originally for DE, Downtown Edge zoning, but the request was amended during the meeting to be for DN-4, Downtown Mixed Use Residential zoning.**

The intent of the DN-4 district is to allow for increased neighborhood density and increased local commerce through the development of multi-family housing and mixed-use structures. These areas tend to be located in areas of unique activity due to the surrounding context and resulting levels of activity and housing demand. This request is consistent with the Future Land Use Map, and with the surrounding development pattern of the area, with some higher density zoned properties nearby and across the adjacent local street (SE 6<sup>th</sup> Street).

- 9. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential; to DN-2, Downtown Medium-Density Residential; and for other purposes (Project Number: RZ22-0061) 1169 Northeast Monroe Street.**

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

The intent of the DN-2 district is to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density. In some instances, such as the end of blocks, townhouses may be appropriate in this district. This request is consistent with the Future Land Use Map, and the surrounding development patterns of the area.

- 10a. Resolution amending the City of Bentonville future land use map for a specific area from Agriculture to Residential Estate; and for other purposes (Project Number: RZ22-0062) Northwest Corner of Southwest Barron Road and Southwest Lee Harris Road.**

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

The Future Land Use Plan currently shows this property as Agriculture, in which R-E zoning is not compatible, however, the applicant has requested a future land use map amendment to Residential Estate. Residential estate areas include large detached single-family residential properties at least one acre in size. These areas may also include public uses that support residents. This property is located within Priority Area 3, Edge Growth, as identified in Chapter 4 of the Bentonville Community Plan. This area prioritizes limiting premature growth by ensuring adequate utilities and services are in place prior to development. In this case, the R-E zoning designation would not be incompatible with existing services and utilities.

- 10b. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of A-1, Agriculture to R-E, Residential Estate; and for other purposes (Project Number: RZ22-0062) Northwest Corner of Southwest Barron Road and Southwest Lee Harris Road.**

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

The R-E District is an extremely low-density residential district designed to provide for maximum privacy using open spaces, permit the keeping of animals, specifically approved by the Planning Commission, promote scenic attraction, expand and promote residential alternatives and encourage the development of residential areas most protective of the environment. This request is not consistent with the Future Land Use Map without the



approval of the accompanying amendment but is consistent with the surrounding development pattern of the area. R-E zoning is present further North along Lee Harris Road.

- 11. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, low Density Single Family Residential; to DN-2, Downtown Medium-Density Residential; and for other purposes (Project Number: RZ22-0063) 107 NE Park Street.**

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

The intent of the DN-2 district is to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development and were small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density. In some instances, such as the end of blocks, townhouses may be appropriate in this district. This request is consistent with the Future Land Use Map and is consistent with the surrounding development pattern of the area.

- 12. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, low Density Single Family Residential; to DN-2, Downtown Medium-Density Residential; and for other purposes (Project Number: RZ22-0064) 306 NW 7<sup>th</sup> Street.**

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

The intent of the DN-2 district is to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development and were small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density. In some instances, such as the end of blocks, townhouses may be appropriate in this district. This request is consistent with the Future Land Use Map and is consistent with the surrounding development pattern of the area. DN-2 zoning is intermixed with R-1 zoning throughout Priority Area 1 as the downtown area redevelops.

- 13a. Resolution amending the City of Bentonville future land use map for a specific area from Residential Estate to Low-Density Residential; and for other purposes (Project Number: RZ22-0065) East of Piercy Road and Southwest Barron Road.**

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

The Future Land Use Plan currently shows this property as Residential Estate, in which R-1 zoning is not compatible, however the applicant is requesting a Future Land Use Map Amendment to Low-Density Residential. Low-density residential areas include detached single-family residential properties with a typical density of 3-8 units per acre. While lot size and overall density may vary from one part of the city to another, these areas represent the predominant form of residential development in Bentonville. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

This property is located within Priority Area 3, Edge Growth, as identified in Chapter 4 of the Bentonville Community Plan. This area focuses on development in areas proximate to existing infrastructure in order to capitalize on municipal investment that has already taken place.

**13b. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of A-1, Agriculture; to R-1, Low Density Single Family Residential; and for other purposes (Project Number: RZ22-0065) East of Piercy Road and Southwest Barron Road.**

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

The R-1 District serves low density developments in which housing is generally of the highest value and where strict separation of land uses is desired. Since R-1 Districts are separated from all commercial and industrial activity, access to connecting traffic arteries is essential. This request is not consistent with the Future Land Use Map; however it is consistent with the surrounding development pattern of the area.



## Consent Agenda Items

For the Planning Commission meeting on December 6, 2022

Reviewer: Keegan Stanton, Senior Planner, AICP

- ❖ The descriptions below shall serve as the staff report for each of the proposed consent agenda items.

**Property Line Adjustment: Lot 21 Spring Park Addition, Constellation Properties LLC, 903 Northwest A Street, PRD, Planned Residential Development, *PLA22-0030***

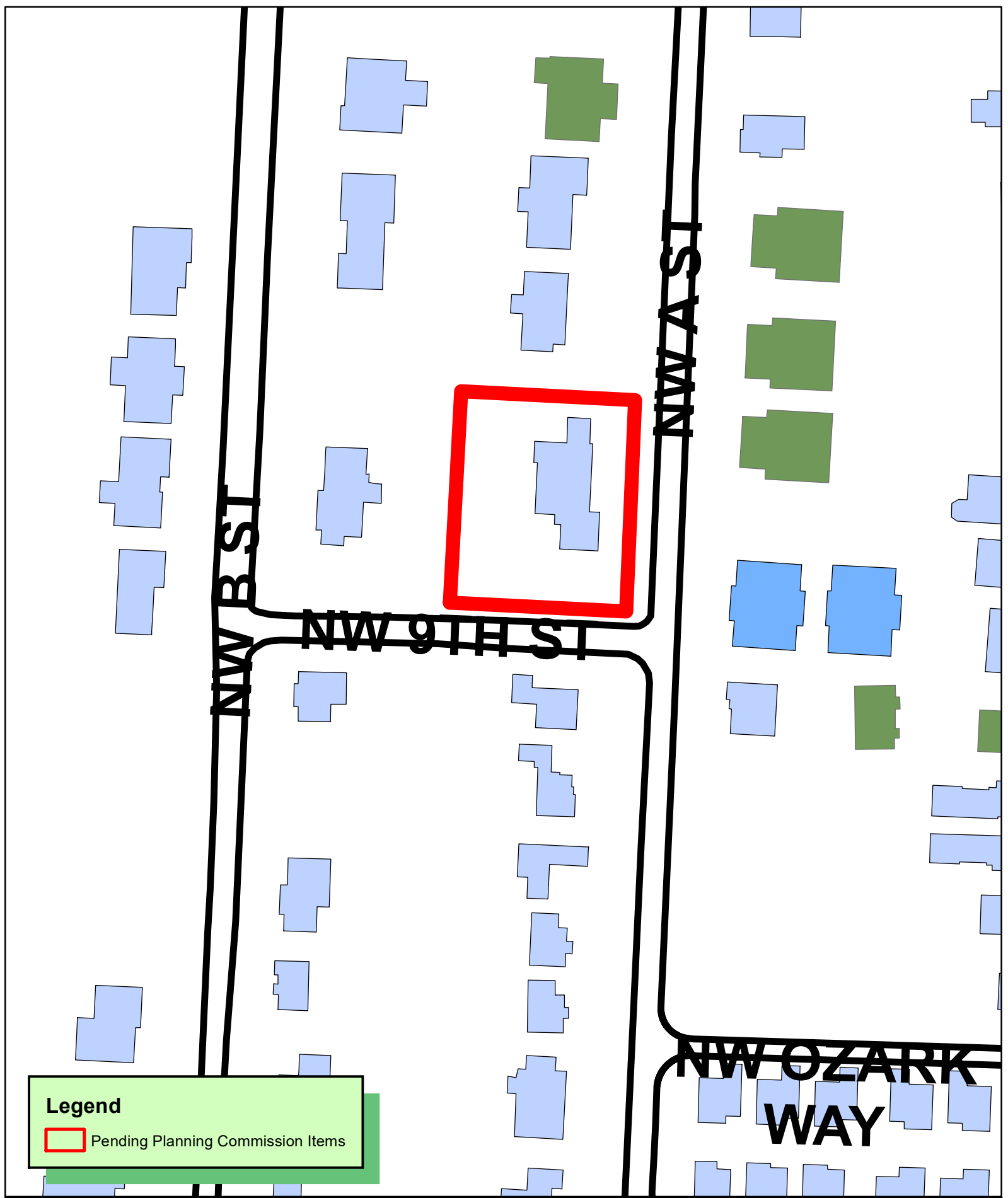
A property line adjustment of Lots 16, 17, and 18 and the South ½ of Lot 15, creating new Lot 21 (+/- 0.58 acres) of Spring Park Addition. The plat dedicates a strip of right-of-way approximately 6' wide along the Northwest A Street side of the property.

**Lot Split: Lots 4-6 Highland West Addition, Patrick & Amber Nowlin, Northwest Corner of Lee Harris Road and Barron Road, AG, Agriculture, *LS22-0046***

A lot split of Lot 3 of Highland West Addition, creating new Lots 4-6 of Highland West Addition. The plat dedicates new right-of-way for future arterial streets per the Master Street Plan for Barron Road and Lee Harris Road. This lot split is related to RZ22-0062 and is predicated on the passage of that request. Should RZ22-0062 not be approved, staff would not recommend approval of this lot split as it would not meet the minimum size requirements in the A-1 district.

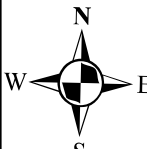
**Lot Split: Lots 5, 6, & 7 Green Acres Subdivision, Bentonville Redevelopment LLC, 1005 Northwest A Street, R-1, Low Density Single-Family Residential, *LS22-0059***

A lot split of Tract A of Green Acres Subdivision, creating new Lots 5, 6, & 7 of Green Acres Subdivision. The plat dedicates no new right-of-way or easements.



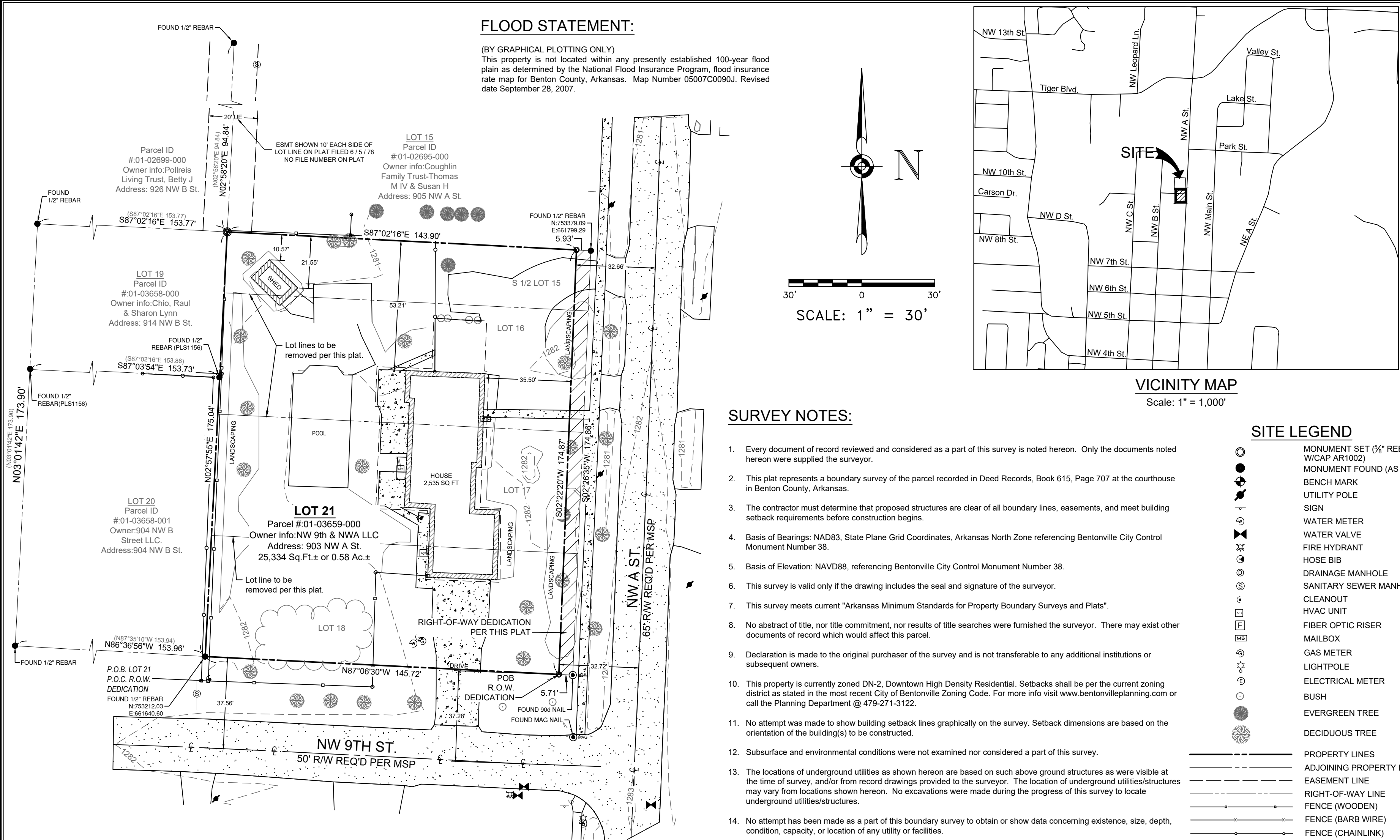
**Legend**

 Pending Planning Commission Items

  
1 inch = 100 feet

**PLA22-0030 11/1/22**  
**PROPERTY LINE ADJUSTMENT**  
**SPRING PARK ADDITION**  
**LOTS 16-18 CREATING LOT 21**





**PARENT DESCRIPTION:**

LOTS 16, 17 AND 18 AND THE S1/2 OF LOT 15 IN SPRING PARK ADDITION TO THE CITY OF BENTONVILLE. AS RECORDED IN THE OFFICE OF THE CIRCUIT CLERK IN BK.615 PG.707 IN BENTON COUNTY, ARKANSAS

**LOT 21 DESCRIPTION:**

Being a Part of the NW of the NE of Section 30, T-20-N, R-30-W. Beginning at a Found 1/2" Rebar at the Southwest Corner of Lot 18, Park Springs Addition to the City of Bentonville, Benton County, Arkansas. Thence N02°57'55"E 175.04 feet to a Set 5/8" Rebar w/Cap (AR1002); Thence S87°02'16"E 143.90 feet to a Set 5/8" Rebar w/Cap (AR1002) on the West Right of Way of NW "A" St.; Thence along said Right of Way S02°22'20"W 174.87 feet to a Set 5/8" Rebar w/Cap (AR1002); Thence leaving said West Right of Way N87°06'30"W 145.72 feet to the Point of Beginning. Containing 25,334 SqFt or 0.58 Acres, more or less.

**RIGHT OF WAY DEDICATION:**

Being a Part of the NW of the NE of Section 30, T-20-N, R-30-W. Commencing at a Found 1/2" Rebar at the Southwest Corner of Lot 18, Park Springs Addition to the City of Bentonville, Benton County, Arkansas. Thence S87°06'30"E 145.72 feet to a Set 5/8" Rebar w/Cap (AR1002) on the West Right of Way of NW A St. for the Point of Beginning; Thence along said Right of Way N02°22'20"E 174.87 feet to a Set 5/8" Rebar w/Cap (AR1002); Thence leaving said West Right of Way S87°02'16"W 5.93 feet to a Found 1/2" Rebar; Thence S02°26'35"W 174.86 feet to a Found 90D Nail; Thence N87°06'30"W 5.71 feet to the Point of Beginning. Containing 1017 SqFt or 0.02 Acres, more or less.

**CERTIFICATE OF OWNERSHIP:**

We the undersigned, owners of the real estate shown and described herein, do hereby certify that we have laid off, platted, and subdivided and do hereby lay off, plat, subdivide said real estate in accordance with this plat and do hereby dedicate to the use of the public the streets, alleys, drives, easements, etc. as shown on said plat.

Date of Execution: \_\_\_\_\_  
Signed: \_\_\_\_\_  
Name and Address: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**CERTIFICATE OF APPROVAL:**

Pursuant to the Bentonville Land Development Code and all other conditions and approval having been completed, this document is hereby accepted. This Certificate is hereby executed under the authority of the said rules and regulation.

Date of Execution: \_\_\_\_\_  
Signed: \_\_\_\_\_  
Bentonville Planning Commission Chairman  
Signed: \_\_\_\_\_  
Mayor City of Bentonville  
Signed: \_\_\_\_\_  
City Clerk, City of Betonville

**SURVEYOR'S CERTIFICATE:**

I, C. Ed Gray, hereby certify that this plat correctly represents a boundary survey made by me and boundary markers and lot corners shown hereon actually exist and their location, type and material are correctly shown and all minimum requirements of the Arkansas Minimum Standards for Land Surveyors have been met.

Date of Execution: \_\_\_\_\_  
\_\_\_\_\_  
C. Ed Gray  
Registered Land Surveyor  
State of Arkansas  
Registration No. 1002

State Filing Code:  
500-20N-30W-0-30-140-04-1002

C.O.B. Project No.  
PLA22-0030

CLIENT: Aaron Wilkerson  
P.O. Box 148  
Bentonville, Arkansas  
(904) 613-5805  
Aaron.Wilkerson@constellationprops.com

SHEET: PROPERTY LINE ADJUSTMENT

PROJECT: CREATING LOT 21  
SPRING PARK ADDITION  
BENTONVILLE, ARKANSAS

REGISTERED PROFESSIONAL LAND SURVEYOR  
STATE OF ARKANSAS  
NO. 1002  
C. ED GRAY

SAND CREEK  
Engineering and Land Surveying  
Bentonville, Arkansas (479) 464-9202

PLS: ECG  
CAD: AF/MJH  
FIELD: MJH  
SCE PROJECT #: 21069  
DATE: 08/04/2022  
SHEET: 1 OF 1

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

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 16, 17,  
AND 18 AND THE SOUTH HALF OF LOT 15 OF SPRING PARK ADDITION;  
CREATING NEW LOT 21 OF SPRING PARK ADDITION TO THE CITY OF  
BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.  
(PROJECT NUMBER: PLA22-0030)**

**WHEREAS**, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of LOTS 16, 17, AND 18 AND THE SOUTH HALF OF LOT 15 OF SPRING PARK ADDITION, creating new LOT 21 OF SPRING PARK ADDITION to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on December 6, 2022;

**WHEREAS**, said property line adjustment is attached hereto as Exhibit “A”;

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

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

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

Section 1: That the property line adjustment of LOTS 16, 17, AND 18 AND THE SOUTH HALF OF LOT 15 OF SPRING PARK ADDITION, creating new LOT 21 OF SPRING PARK ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

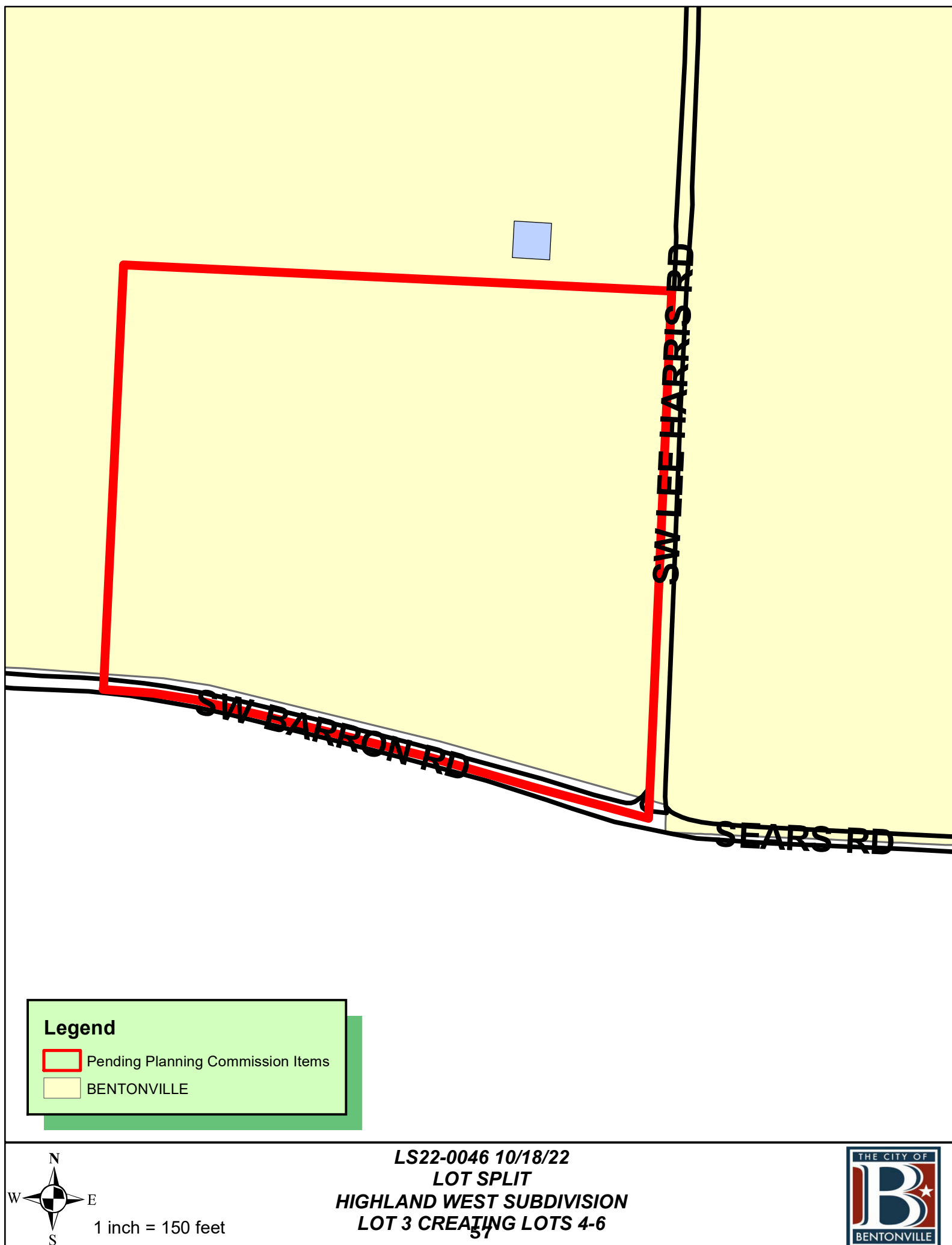
**APPROVED:**

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

**ATTEST:**

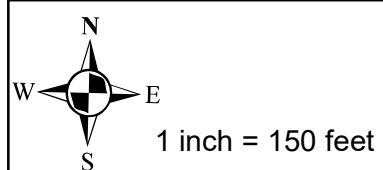
\_\_\_\_\_  
**Kirby Romines, City Clerk**





**Legend**

-  Pending Planning Commission Items
-  BENTONVILLE



**LS22-0046 10/18/22**  
**LOT SPLIT**  
**HIGHLAND WEST SUBDIVISION**  
**LOT 3 CREATING LOTS 4-6**





CITY NOTES:

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

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

3. OWNER TO CONTACT NEW SERVICE COORDINATOR (271-3139) TO DISCUSS ELECTRIC SERVICE PRIOR TO BEGINNING ANY CONSTRUCTION. FAILURE TO CONTACT BEUD PRIOR TO CONSTRUCTION WILL RESULT IN DELAYS TO GET ELECTRIC SERVICE.

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

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

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

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

8. NEWLY CREATED LOTS DO NOT HAVE ACCESS TO PUBLIC WATER OR SEWER.

60' 0 60'

SCALE: 1" = 60'

P.O.B. PARENT LOT 3 AND NEW LOT 4  
P.O.C. NEW LOTS 5 & 6  
1/2" REBAR  
PLS 147  
CONVERGENCE: -1°19'45"  
N: 72435.57  
E: 639323.71

PARCEL: 01-18911-000  
RUBY REALTY LLC  
4604 SW BARTON ST  
BENTONVILLE AR 72713

CERTIFICATE OF APPROVAL

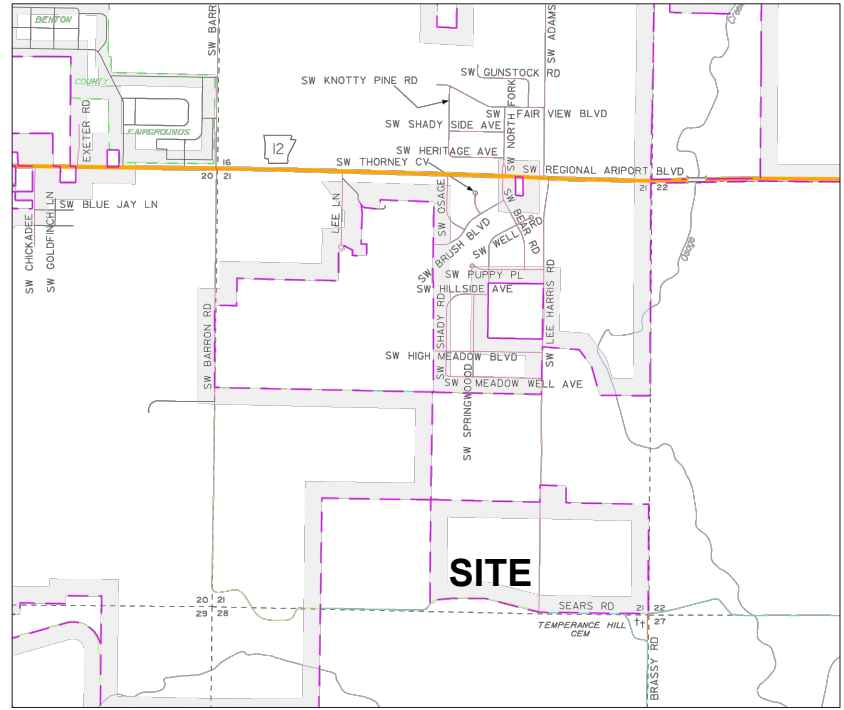
PURSUANT TO THE BENTONVILLE LAND DEVELOPMENT CODE AND ALL OTHER CONDITIONS AND APPROVAL HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED. THIS CERTIFICATE IS HEREBY UNDER THE AUTHORITY OF THE SAID RULES AND REGULATIONS.

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

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

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

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



Vicinity Map  
N.T.S.

CERTIFICATE OF OWNERSHIP

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

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

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

PATRICK NOWLIN

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

AMBER NOWLIN

Notes:

1. Except as specifically stated or shown on this plat, the survey does not purport to reflect any of the following which may be applicable to the subject real estate:

Easements, other than possible easements which were visible at the time of making of this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations, or any other facts which an accurate and current title search may disclose.

2. Every document of record reviewed and considered as a part of this survey is noted hereon. Only the documents noted hereon were supplied to the surveyor.

3. This plat represents a boundary survey of the parcel recorded in Plat Records, L202003368 at the Office of the Circuit Clerk Benton County, Arkansas.

4. The contractor must determine that proposed structures are clear of all boundary lines, easements, and meet building setback requirements before construction begins.

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

6. This survey is valid only if the drawing includes the seal and signature of the surveyor.

7. This survey meets current "Arkansas Minimum Standards for Property Boundary Surveys and Plats."

8. No abstract of title, nor title commitment, nor results of title searches were furnished to the surveyor. There may exist other documents of record which would affect this parcel.

9. Declaration is made to the original purchaser of the survey and is not transferable to any additional institutions or subsequent owners.

10. For the latest zoning/building set back check with the City of Bentonville Community Development at 479-271-3122 :

11. No attempt was made to show building setback lines graphically on the survey.

12. Subsurface and environmental conditions were not examined nor considered a part of this survey.

13. No attempt has been made as a part of this boundary survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or facilities.

14. (BY GRAPHICAL PLOTTING ONLY)  
This property is not located within any presently established 100-year flood plain as determined by the National Flood Insurance Program, flood insurance rate map for Benton County, Arkansas. Map Number 05007C0245K. Revised date 06/05/2012.

| Recording Information                                              |
|--------------------------------------------------------------------|
| Job Number: 22-248                                                 |
| Field Work: A.S.                                                   |
| Drawn By: N.R.                                                     |
| Checked By: M.J.                                                   |
| Certificate of Authorization<br>Arkansas Land Surveyor<br>No. 2389 |
| Date: 9/2/2022                                                     |
| Scale: 1"=60'                                                      |
| Basis of Bearings:(NAD83)<br>Arkansas State Plane<br>North Zone    |

|                           |                              |
|---------------------------|------------------------------|
| GAS LINE                  | TELEVISION CABLE             |
| TV                        | PROPERTY LINES               |
| WOOD FENCE                | BUILDING SETBACK             |
| CHAIN LINK FENCE          | UTILITY POLE (WITH GUY WIRE) |
| WIRE FENCE                |                              |
| PAINTED STRIPE            |                              |
| TELEPHONE LINE            |                              |
| EXISTING WATER LINE       |                              |
| OVERHEAD ELECTRIC LINE    |                              |
| UNDERGROUND ELECTRIC LINE |                              |

|                           |                              |
|---------------------------|------------------------------|
| TREE LINE                 | WOOD FENCE                   |
| CHAIN LINK FENCE          | PROPERTY LINES               |
| WIRE FENCE                | BUILDING SETBACK             |
| PAINTED STRIPE            | UTILITY POLE (WITH GUY WIRE) |
| TELEPHONE LINE            |                              |
| EXISTING WATER LINE       |                              |
| OVERHEAD ELECTRIC LINE    |                              |
| UNDERGROUND ELECTRIC LINE |                              |

|                        |                |
|------------------------|----------------|
| RECORD DISTANCE        | RECORD BEARING |
| SANITARY SEWER MANHOLE | DECIDUOUS TREE |
| EVERGREEN TREE         |                |

|                  |                             |
|------------------|-----------------------------|
| CABLE RISER      | TRAFFIC SIGNAL              |
| WATER METER      | WATER VALVE                 |
| FIRE HYDRANT     | GAS METER                   |
| TELEPHONE RISER  | FIBER OPTIC TELEPHONE RISER |
| ELECTRICAL RISER |                             |

|                           |                             |
|---------------------------|-----------------------------|
| MONUMENT FOUND (AS NOTED) | MONUMENT SET (AS NOTED)     |
| AHTD P.O.W. MONUMENT      | BENCHMARK                   |
| GUARD POST                | UTILITY POLE                |
| TELEPHONE RISER           | FIBER OPTIC TELEPHONE RISER |
| ELECTRICAL RISER          |                             |

SHEET NO.  
1 OF 1

PARENT LOT 3 DESCRIPTION:

LOT 3, HIGHLAND WEST ADDITION TO THE CITY OF BENTONVILLE ARKANSAS AS SHOWN IN PLAT RECORD L202003368 OF THE BENTON COUNTY RECORDS.

NEW LOT 4 DESCRIPTION:

PART OF LOT 3, HIGHLAND WEST ADDITION TO THE CITY OF BENTONVILLE ARKANSAS AS SHOWN IN PLAT RECORD L202003368 OF THE BENTON COUNTY RECORDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST (NW) CORNER OF SAID LOT 3; THENCE SOUTH 87°16'06" EAST A DISTANCE OF 678.36 FEET TO A SET 5/8" REBAR PLS 1845; THENCE SOUTH 03°12'26" WEST A DISTANCE OF 85.10 FEET TO A SET 5/8" REBAR PLS 1845; THENCE SOUTH 02°36'42" WEST A DISTANCE OF 111.23 FEET TO A SET 5/8" REBAR PLS 1845; THENCE SOUTH 01°50'33" WEST A DISTANCE OF 124.99 FEET TO A SET 5/8" REBAR PLS 1845; THENCE NORTH 87°14'33" WEST A DISTANCE OF 679.97 FEET TO A SET 5/8" REBAR PLS 1845; THENCE NORTH 02°45'27" EAST A DISTANCE OF 320.99 FEET TO THE POINT OF BEGINNING CONTAINING 5.00 ACRES MORE OR LESS. SUBJECT TO ANY EASEMENTS OR RIGHT-OF-WAYS OF RECORD OR FACT.

NEW LOT 5 DESCRIPTION:

PART OF LOT 3, HIGHLAND WEST ADDITION TO THE CITY OF BENTONVILLE ARKANSAS AS SHOWN IN PLAT RECORD L202003368 OF THE BENTON COUNTY RECORDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST (NW) CORNER OF SAID LOT 3; THENCE SOUTH 02°45'27" WEST A DISTANCE OF 320.99 FEET TO A SET 5/8" REBAR PLS 1845 BEING THE POINT OF BEGINNING; THENCE SOUTH 87°14'33" EAST A DISTANCE OF 378.11 FEET TO A SET 5/8" REBAR PLS 1845; THENCE SOUTH 01°15'12" EAST A DISTANCE OF 264.92 FEET; THENCE NORTH 75°52'49" WEST A DISTANCE OF 173.22 FEET; THENCE NORTH 76°42'54" WEST A DISTANCE OF 88.52 FEET; THENCE NORTH 80°55'56" WEST A DISTANCE OF 61.35 FEET; THENCE NORTH 85°40'26" WEST A DISTANCE OF 67.24 FEET; THENCE NORTH 02°45'27" EAST A DISTANCE OF 205.94 FEET TO THE POINT OF BEGINNING CONTAINING 2.00 ACRES MORE OR LESS. SUBJECT TO ANY EASEMENTS OR RIGHT-OF-WAYS OF RECORD OR FACT.

NEW LOT 6 DESCRIPTION:

PART OF LOT 3, HIGHLAND WEST ADDITION TO THE CITY OF BENTONVILLE ARKANSAS AS SHOWN IN PLAT RECORD L202003368 OF THE BENTON COUNTY RECORDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST (NW) CORNER OF SAID LOT 3; THENCE SOUTH 02°45'27" WEST A DISTANCE OF 320.99 FEET TO A SET 5/8" REBAR PLS 1845; THENCE SOUTH 87°14'33" EAST A DISTANCE OF 378.11 FEET TO A SET 5/8" REBAR PLS 1845; THENCE NORTH 73°55'50" WEST A DISTANCE OF 255.38 FEET; THENCE NORTH 75°52'49" WEST A DISTANCE OF 48.05 FEET; THENCE NORTH 00°19'29" EAST A DISTANCE OF 264.92 FEET TO THE POINT OF BEGINNING CONTAINING 2.64 ACRES MORE OR LESS. SUBJECT TO ANY EASEMENTS OR RIGHT-OF-WAYS OF RECORD OR FACT.

CERTIFICATE OF SURVEYING ACCURACY

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

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

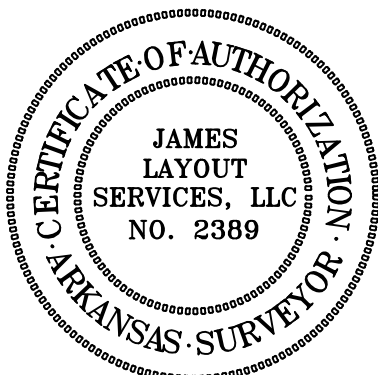
SIGNED: \_\_\_\_\_

REGISTERED LAND SURVEYOR

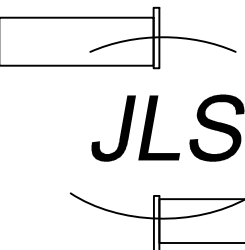
NO. \_\_\_\_\_

STATE OF ARKANSAS

COB PROJECT NUMBER:  
LS22-0046



Lot Split of Lot 3, Highland West Addition  
Creation Lots 4-6, Highland West Addition



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



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

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 3 OF HIGHLAND WEST  
ADDITION; CREATING NEW LOTS 4-6 OF HIGHLAND WEST ADDITION TO THE  
CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.**

**(PROJECT NUMBER: LS22-0046)**

**WHEREAS**, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOT 3 OF HIGHLAND WEST ADDITION, creating new LOTS 4-6 OF HIGHLAND WEST ADDITION , Benton County, Arkansas, was submitted to the Bentonville Planning Commission on December 6, 2022;

**WHEREAS**, said lot split is attached hereto as Exhibit “A”;

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

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

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

Section 1: That the lot split of LOT 3 OF HIGHLAND WEST ADDITION; creating new LOTS 4-6 OF HIGHLAND WEST ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

**APPROVED:**

**ATTEST:**

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

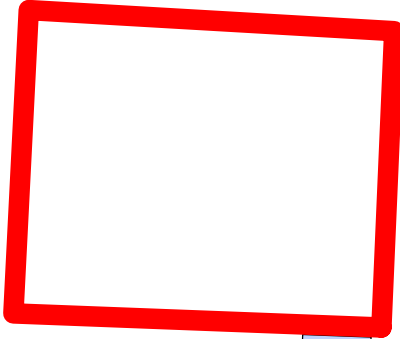
\_\_\_\_\_  
**Kirby Romines, City Clerk**

TIGER BLVD

**Legend**

 Pending Planning Commission Items

NW A ST



NW PARK ST

NW 10TH ST

NW B ST

N MAIN ST



1 inch = 150 feet

LS22-0059 12/6/22  
LOT SPLIT  
GREEN ACRES SUBDIVISION  
TRACT A CREATING LOTS 5-7





Drawing Name: P:\JOT-02 NWA A Townhomes\B\RAFTING\JOT-02 Lot Split.dwg Last Modified: Nov 14, 2022 - 9:45am Plotted on: Nov 14, 2022 - 10:06am by ah5165

PARENT TRACT LEGAL DESCRIPTION - Quitclaim Deed Book 2014, page 13687:

Tract "A", Green Acres Subdivision, Bentonville, Benton County, Arkansas, as shown in plat record "S" at page 265.

SURVEY DESCRIPTION - Overall Boundary:

Tract “A”, Green Acres Subdivision, Bentonville, Benton County, Arkansas, as shown in Plat record “S” at page 265, and more particularly described as follows:

BEGINNING at the northeast corner of Tract “A”, Green Acres Subdivision, from which the southeast corner of the Northwest Quarter Northeast Quarter (NW1/4 NE1/4) of Section 30, Township 20 North, Range 30 West, bears South 87°11'05” East 25.0 feet and South 02°52'09” West 994.8 feet; thence South 02°46'55” West a distance of 230.00 feet to the southeast corner of said Tract “A”; thence North 87°11'05” West crossing a one-half inch (1/2”) rebar with PS #1507 cap at a distance of 15.00 feet, in all a distance of 308.00 feet to a five-eighths inch (5/8”) rebar with PS #1659 cap marking the southwest corner of said Tract “A”; thence North 02°46'55” East a distance of 230.00 feet to a five-eighths inch (5/8”) rebar with PS #1659 cap marking the northwest corner of said Tract “A”; thence South 87°11'05” East along the north line thereof and crossing a one-half inch (1/2”) rebar at a distance of 293.00 feet, in all a distance of 308.00 feet to the Point of Beginning.

SURVEY DESCRIPTION - LOT 5:

Part of Tract “A”, Green Acres Subdivision, Bentonville, Benton County, Arkansas, as shown in Plat record “S” at page 265, and more particularly described as follows:

COMMENCING at the northeast corner of Tract “A”, Green Acres Subdivision, from which the southeast corner of the Northwest Quarter Northeast Quarter (NW1/4 NE1/4) of Section 30, Township 20 North, Range 30 West, bears South 87°11'05” East 25.0 feet and South 02°52'09” West 994.8 feet; thence North 87°11'05” West a distance of 15.00 feet to a one-half inch (1/2”) rebar with PS #1507 cap and the POINT OF BEGINNING; thence South 02°46'55” West a distance of 60.00 feet to a one-half inch (1/2”) rebar with PS #1507 cap; thence North 87°11'05” West a distance of 293.00 feet to a one-half inch (1/2”) rebar with PS #1507 cap on the west line of said Tract "A"; thence North 02°46'55” East a distance of 60.00 feet to a five-eighths inch (5/8”) rebar with PS #1659 cap marking the northwest corner of Tract “A”; thence South 87°11'05” East a distance of 293.00 feet to the Point of Beginning.

SURVEY DESCRIPTION - LOT 6:

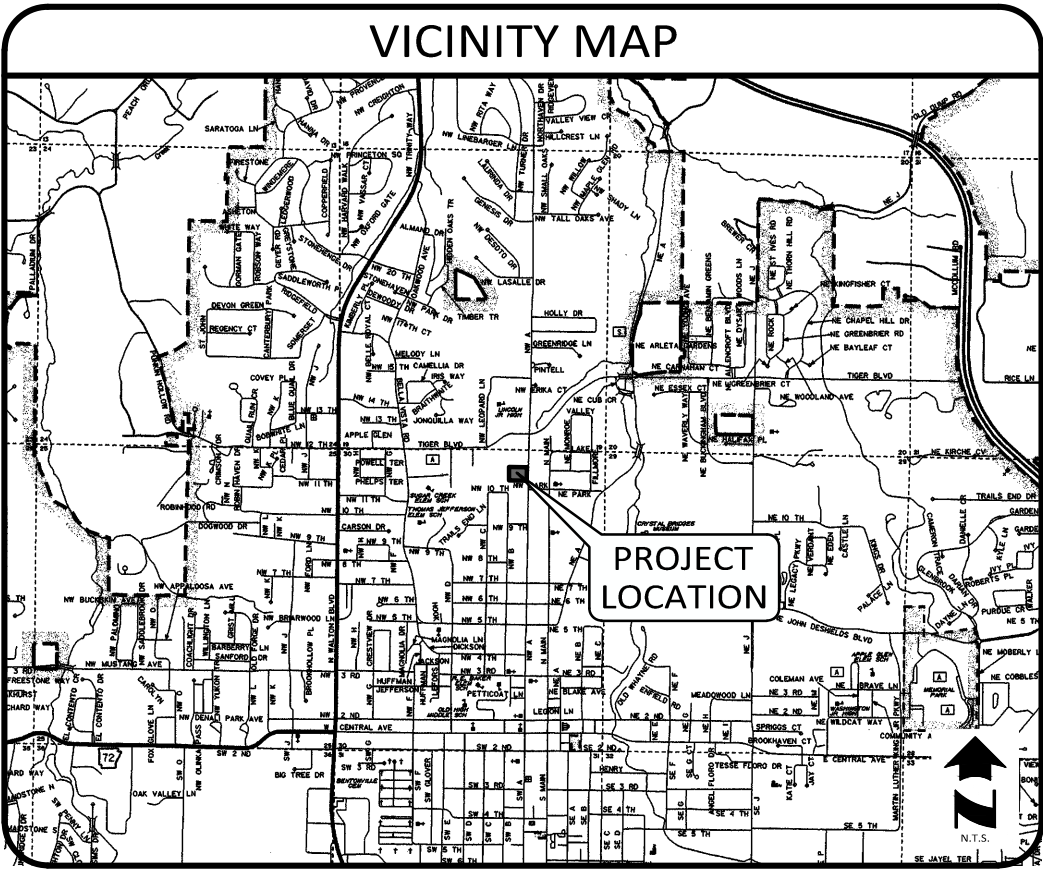
Part of Tract “A”, Green Acres Subdivision, Bentonville, Benton County, Arkansas, as shown in Plat record “S” at page 265, and more particularly described as follows:

COMMENCING at the northeast corner of Tract “A”, Green Acres Subdivision, from which the southeast corner of the Northwest Quarter Northeast Quarter (NW1/4 NE1/4) of Section 30, Township 20 North, Range 30 West, bears South 87°11'05” East 25.0 feet and South 02°52'09” West 994.8 feet; thence North 87°11'05” West a distance of 15.00 feet to a one-half inch (1/2”) rebar with PS #1507 cap; thence South 02°46'55” West a distance of 60.00 feet to a one-half inch (1/2”) rebar with PS #1507 cap and the POINT OF BEGINNING; thence South 02°46'55” West a distance of 60.00 feet to a one-half inch (1/2”) rebar with PS #1507 cap; thence North 87°11'05” West a distance of 293.00 feet to a one-half inch (1/2”) rebar with PS #1507 cap on the west line of said Tract "A"; thence North 02°46'55” East along said west line a distance of 60.00 feet to a one-half inch (1/2”) rebar with PS #1507 cap; thence leaving said west line, South 87°11'05” East a distance of 293.00 feet to the Point of Beginning.

SURVEY DESCRIPTION - LOT 7:

Part of Tract “A”, Green Acres Subdivision, Bentonville, Benton County, Arkansas, as shown in Plat record “S” at page 265, and more particularly described as follows:

COMMENCING at the northeast corner of Tract “A”, Green Acres Subdivision, from which the southeast corner of the Northwest Quarter Northeast Quarter (NW1/4 NE1/4) of Section 30, Township 20 North, Range 30 West, bears South 87°11'05” East 25.0 feet and South 02°52'09” West 994.8 feet; thence North 87°11'05” West a distance of 15.00 feet to a one-half inch (1/2”) rebar with PS #1507 cap; thence South 02°46'55” West a distance of 120.00 feet to a one-half inch (1/2”) rebar with PS #1507 cap and the POINT OF BEGINNING; thence South 02°46'55” West a distance of 110.00 feet to a one-half inch (1/2”) rebar with PS #1507 cap on the south line of said Tract "A"; thence North 87°11'05” West a distance of 293.00 feet to a five-eighths inch (5/8”) rebar with PS #1659 cap at the southwest corner of said Tract "A"; thence North 02°46'55” East along the west line of said Tract "A" a distance of 110.00 feet to a one-half inch (1/2”) rebar with PS #1507 cap; thence leaving said west line, South 87°11'05” East a distance of 293.00 feet to the Point of Beginning.



GENERAL NOTES:

- **Basis of Bearings:** Grid North, State Plane Coordinate System, Arkansas North Zone (0301), NAD 83 (2011)(Epoch:2010.0000), based on RT Kinematic GNSS Observations derived from a Static GNSS Base and OPUS post-processed solution, having published values of: Latitude 36°23'10.37263” N; Longitude 94°12'47.90628” W; Convergence Angle = -1.28792222 degrees; and a computed Combined Scale Factor (Grid to Ground) of 1.00002235.
- **Vertical Datum:** Vertical Datum: NAVD88 (Geoid 18). Orthometric heights and contours are derived from Terrestrial and RT Kinematic GNSS Observations based on an OPUS post-processed solution having an ellipsoid height of: 356.610 m and computed orthometric height of 385.938 m/1266.20 feet.
- **Grid North Convergence:** At the northwest corner of Tract A, rotate from Grid North 01°17'11” to the left for True (Geodetic) North.
- **Flood Information:** Based upon review of NFIP FIRM, Benton County, Arkansas, and Incorporated Areas, Map Number 05007C0090J, Effective Date September 28, 2007, and by graphic plotting only; the subject property lies within: Zone X-Other Areas, areas determined to be outside the 0.2% annual chance floodplain. Surveyor assumes no liability for the correctness of cited map and this flood statement does not cover localized flooding.
- Every recorded document reviewed and considered as a part of this survey is noted hereon. Surveyor has not made a thorough investigation or independent search for any easements or other encumbrances or facts that an accurate, complete and current title search and/or title commitment would disclose. Other documents of record, rights of others, or facts, may exist and affect this subject property.
- Subsurface or environmental conditions were not examined or considered as a part of this survey, except for sanitary sewer pipes observed at the time of the field survey.
- Existing utilities shown hereon were located by reasonable visual observed surface improvements and the results of an Arkansas One-Call request and paint marks, Ticket No. 220208-0384 unless noted otherwise. The depths and /or heights of utilities were not measured unless noted with an elevation hereon. The locations of surface or subsurface utilities and improvements may differ from that depicted hereon and the locations of all utilities or the existence of additional subsurface utilities or improvements not shown, should be verified before any excavations are made.

BENTONVILLE DEVELOPMENT NOTES:

- Before any work in the street right-of-way commences, contractor and/or owner is to contact the City of Bentonville Engineering and Transportation Departments and notify said departments of the intent and type of work that will take place within the right-of-way.
- Sidewalks shall be the responsibility of the builder/owner at the time of building permit issuance.
- There may not be fences or any other structures built in any drainage easements.
- Setbacks shall be per the current zoning district as stated in the most recent City of Bentonville Zoning Code. For more info visit [www.bentonvilleplanning.com](http://www.bentonvilleplanning.com) or call the Planning Department @ 479-271-3122.
- Current Zoning: R-1, Residential
- Owner/Developer shall coordinate with all local utilities to ensure that each lot has water, sewer and electric service.

CERTIFICATE OF OWNERSHIP

We The Undersigned, Owners Of The Real Estate Shown And Described Herein, Do Hereby Certify That We Have Laid Off, Plat, Subdivide said real estate in accordance with this plat and do hereby dedicate to the use of the public the streets, alleys, drives, easements, etc. as shown on said plat.

OWNER:

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Joseph Farnham Thompson, Operating Manager  
Bentonville RE Development, LLC

State Of Arkansas }  
County Of \_\_\_\_\_ } SS

Sworn And Subscribed Before Me This Day \_\_\_\_\_ of \_\_\_\_\_, 2022.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Source Of Title: Quitclaim Deed, Book 2014 Page 13687

CERTIFICATE OF APPROVAL:

Pursuant To The Bentonville Land Development Code And All Other Conditions And Approval having Been Completed, This Document Is Hereby Accepted. This Certificate Is Hereby Executed Under The Authority Of The Said Rules And Regulations.

Date Of Execution: \_\_\_\_\_

Signed \_\_\_\_\_  
Bentonville Planning Commission Chairperson

Signed \_\_\_\_\_  
City Clerk, City of Bentonville

Signed \_\_\_\_\_  
Mayor, City of Bentonville

CERTIFICATE OF SURVEYING ACCURACY:

I, Keith A. Sikes, hereby certify that this plat correctly represents a boundary survey made by me or under my direct supervision and boundary markers and lot corners shown hereon actually exist and their location, type and material are correctly shown and all requirements of the Arkansas Standards of Practice for Property Boundary Surveys and Plats have been met.

Date of Execution: November 14, 2022

PRELIMINARY

Signed: \_\_\_\_\_  
Keith A. Sikes, Arkansas PS #1507

Arkansas Plat Code: 500-20N-30W-0-30-140-04-1507

Exhibit 'A'

Filing Block

ENGINEER

Half Associates, Inc.  
2407 SE Cottonwood St.  
Bentonville, AR 72712  
Contact: Joanne Johnson  
Telephone: (479) 273-2209

SURVEYOR

Half Associates, Inc.  
2407 SE Cottonwood St.  
Bentonville, AR 72712  
Contact: Keith Sikes  
Telephone: (479) 273-2209

OWNER

Bentonville RE Developments LLC  
1706 Carolyn Street  
Bentonville, AR 72712  
Contact: Joe Thompson  
Telephone: 479-246-8275  
Email: joethomjr@gmail.com



HALFF ASSOCIATES, INC.  
2407 SE COTTONWOOD ST. STE 1  
BENTONVILLE, AR 72712  
479.273.2209 - HALFF.COM

LOT SPLIT

of TRACT "A"  
Green Acres Subdivision

Prepared For:  
Bentonville RE Developments, LLC

Creating LOTS 5, 6, & 7,  
Green Acres Subdivision  
Bentonville, Arkansas

City of Bentonville Project #: LS22-0059

| Revisions |                                      |
|-----------|--------------------------------------|
| 1         | 11.14.2022-Revised Per City Comments |
|           |                                      |
|           |                                      |
|           |                                      |

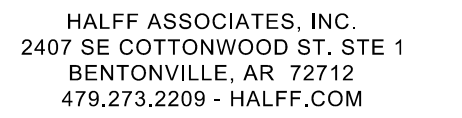
|                     |                       |
|---------------------|-----------------------|
| Drawn By: JDS       | Vert. Scale: N/A      |
| Approved By: KAS    | Horiz. Scale: 1" = 1' |
| Date: 11.14.2022    | Plot Scale: 1         |
| Project No.: JOT-02 | DWG Name: PLAT        |

SHEET

1

of 2





**Prepared For:**  
**Bentonville RE Developments, LLC**

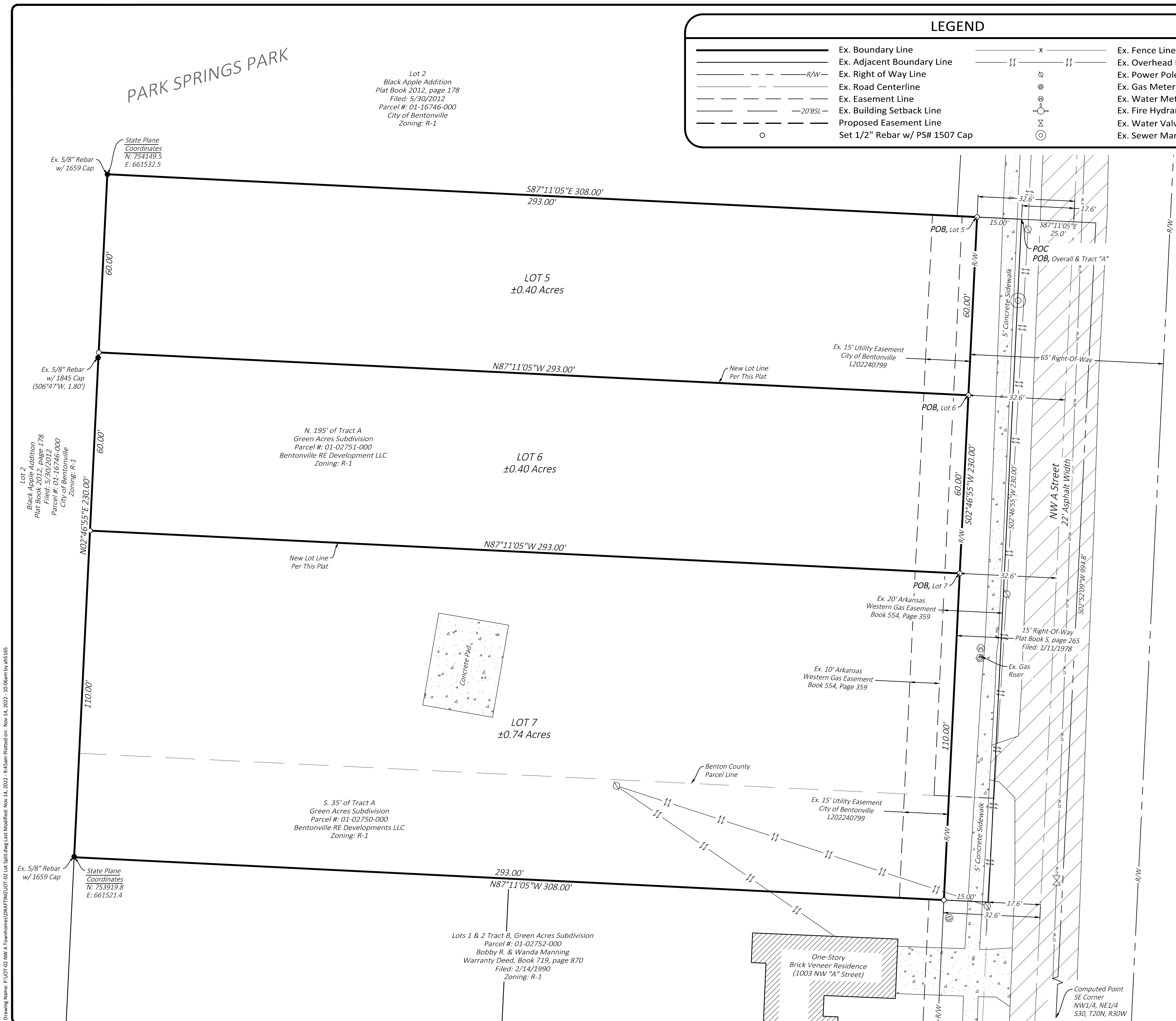
## Creating LOTS 5, 6, & 7, Green Acres Subdivision Bentonville, Arkansas

City of Bentonville Project #: LS22-0059

| Revisions |                                      |
|-----------|--------------------------------------|
| <b>1</b>  | 11.14.2022-Revised Per City Comments |
|           |                                      |
|           |                                      |
|           |                                      |

|                            |                               |
|----------------------------|-------------------------------|
| Drawn By: <b>JDS</b>       | Vert. Scale: <b>N/A</b>       |
| Approved By: <b>KAS</b>    | Horiz. Scale: <b>1" = 20'</b> |
| Date: <b>11.14.2022</b>    | Plot Scale: <b>1</b>          |
| Project No.: <b>JOT-02</b> | DWG Name: <b>PLAT</b>         |

SHEET **2** of 2



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

**AN ORDINANCE ACCEPTING A LOT SPLIT OF TRACT A OF GREEN ACRES  
SUBDIVISION; CREATING NEW LOTS 5, 6, & 7 OF GREEN ACRES SUBDIVISION  
TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.**

**(PROJECT NUMBER: LS22-0059)**

**WHEREAS**, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of TRACT A OF GREEN ACRES SUBDIVISION, creating new LOTS 5, 6, & 7 OF GREEN ACRES SUBDIVISION, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on December 6, 2022;

**WHEREAS**, said lot split is attached hereto as Exhibit “A”;

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

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

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

Section 1: That the lot split of TRACT A OF GREEN ACRES SUBDIVISION, creating new LOTS 5, 6, & 7 OF GREEN ACRES SUBDIVISION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

**APPROVED:**

**ATTEST:**

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

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

# FUTURE LAND USE MAP AMENDMENT & REZONING STAFF REPORT



## Simpson Farms

Parcel: 05-10243-000

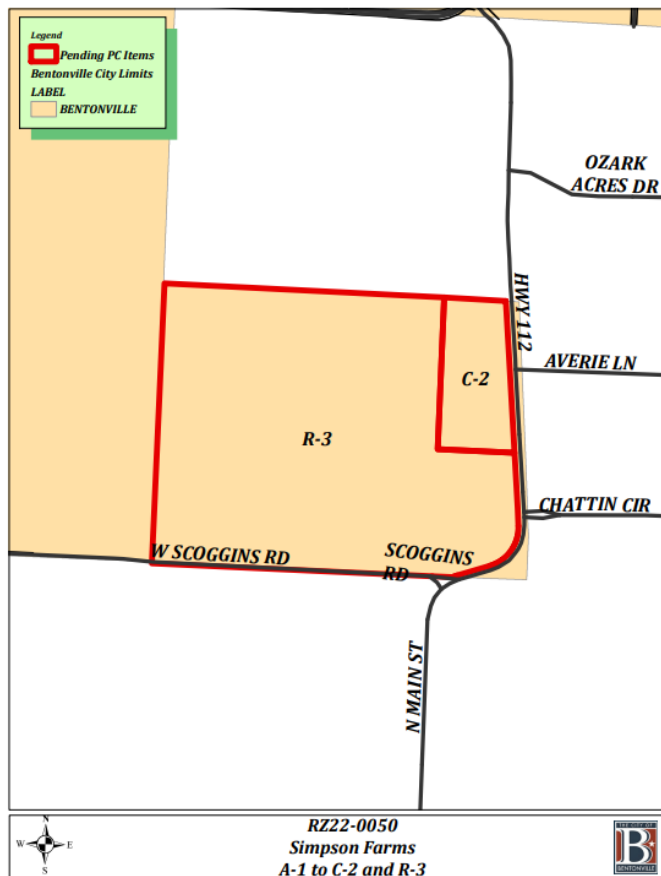
PC Date: 11/1/2022

Reviewer: Christopher Hyatt, Planning Technician

|                                           |                                                                            |
|-------------------------------------------|----------------------------------------------------------------------------|
| Project Number                            | RZ22-0050                                                                  |
| Applicant / Current Owner                 | Crafton Tull / Jon P Simpson Trust                                         |
| Site Area                                 | +/- 50.21 Acres                                                            |
| Current Zoning                            | A-1, Agricultural                                                          |
| Requested Zoning                          | R-3, Medium-High Density Multifamily Residential & C-2, General Commercial |
| Future Land Use Map Designation           | Unassigned (Recently Annexed)                                              |
| Requested Future Land Use Map Designation | Medium-Density Residential (MDR) & General Commercial (C)                  |
| Related Project                           | PUD22-0001 (Withdrawn)                                                     |

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

### Location Map



### Property Description

This property is located Northwest of the intersection of Scoggins Road and Highway 112. The property is currently zoned A-1, Agriculture. Adjacent zoning districts are Benton County to the North, City of Rogers to the South, Cave Springs and Benton County to the East, and A-1 Agriculture to the West.

### Relationship to the Bentonville Community Plan

The Future Land Use Plan does not currently establish a use due to the recent annexation; however, the applicant is requesting a change in the Future Land Use Plan to Medium Density Residential and General Commercial. Medium-density residential areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre.

General commercial areas include uses that serve both nearby residents and those coming from other parts of the city or region. Appropriate uses in these areas include retail, restaurants, services, and uses. Vertical mixed-use developments are encouraged, but are not as high a priority as in mixed-use or downtown commercial areas. General commercial uses should balance access between pedestrians and vehicles, minimizing impacts of parking through site design and landscaping.

The property is located within Priority Area 3, Edge Growth, as identified in Chapter 4 of the Bentonville Community Plan. This area focuses on development in areas proximate to existing infrastructure in order to capitalize on municipal investment that has already taken place. Although water service is available for the property, sewer service requires an extension beyond a quarter mile that the developer is seeking to build. Scoggins Rd is currently unimproved.

### Public Comment

At the time of writing this staff report, staff **HAS** received public comment on this item.

### Analysis

The R-3 District is established to provide suitable areas for medium density residential development. Such units would be located in areas where adequate city facilities existed prior to development or would be provided in conjunction with development, and where a suitable environment for medium density residential development would be available. Such districts could be used in suburban portions of the city as buffer or transitional zones between single-family and other uses not compatible with low density residential development. The C-2 District represents the least restrictive of the commercial districts and is designed to serve the planning area and highway travelers. This district shall congregate on local arterial streets in such a manner as to minimize disruptions of through traffic and shall be interspersed within the corporate boundaries.



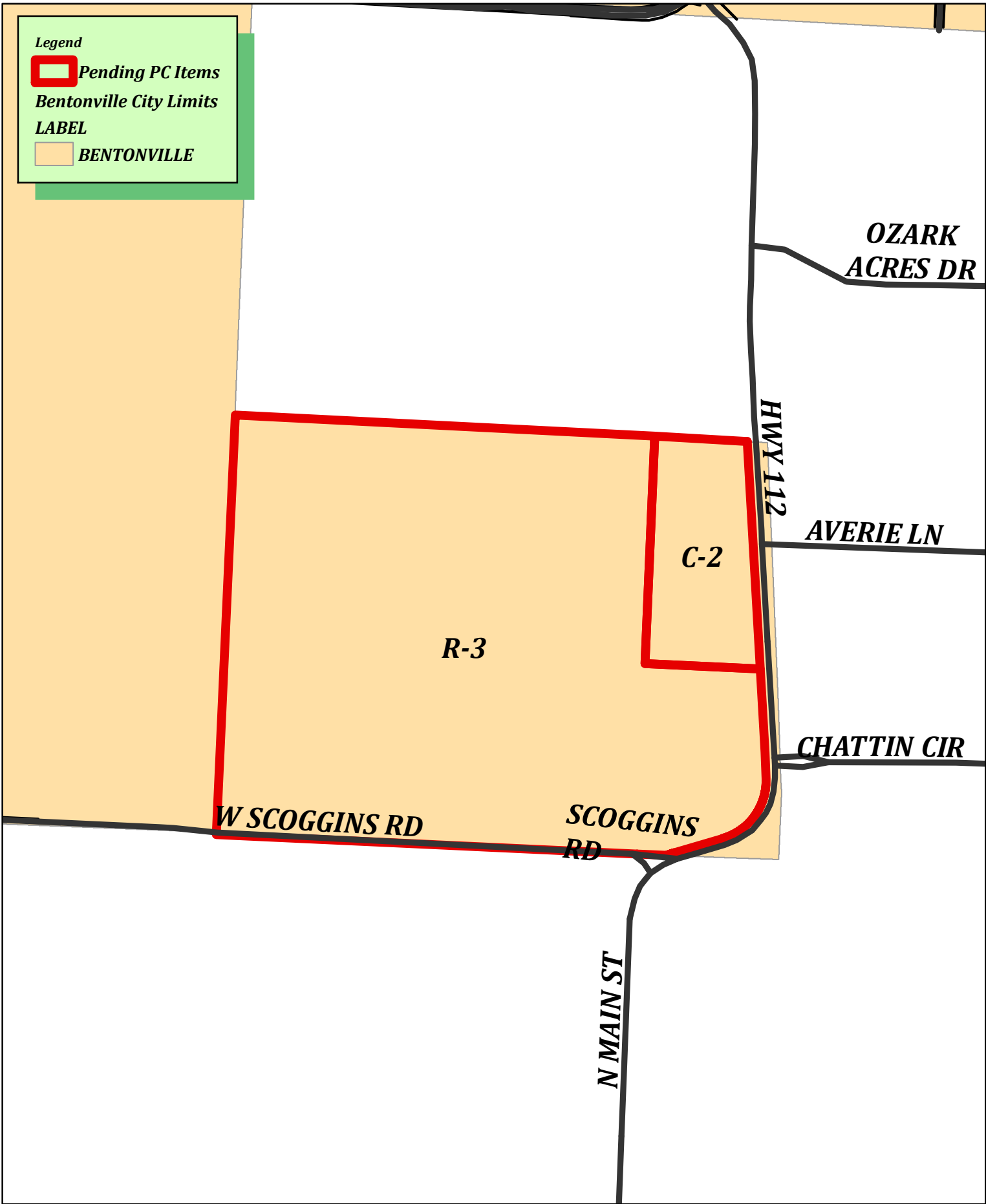
# FUTURE LAND USE MAP AMENDMENT & REZONING STAFF REPORT

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## Conclusion

This request is not consistent with the adopted Bentonville Community Plan where new development is discouraged in Priority Area 3 for areas further than ¼ mile from existing infrastructure. As such, staff recommends that the development wait until such time as the infrastructure is closer to the project. Further, staff recommends that the commercial element of the

application be lowered from C-2 to C-1 to better fit the character of the surrounding community. Any off-site improvement necessary to support the project, if approved, will be presented to Planning Commission at the time of the Preliminary Plat.



**RZ22-0050**  
**Simpson Farms**  
**A-1 to C-2 and R-3**



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

**A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND USE  
MAP TO DESIGNATE A SPECIFIC AREA AS MEDIUM-DENSITY RESIDENTIAL;  
AND FOR OTHER PURPOSES.  
(PROJECT NUMBER: RZ22-0050)**

**WHEREAS**, Crafton Tull on behalf of Jon P Simpson Trust duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be designated as MEDIUM-DENSITY RESIDENTIAL, which property is described as follows:

PART OF THE SE 1/4 OF THE NE 1/4 AND PART OF THE SW 1/4 OF THE NE 1/4 OF SECTION 24, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 24; THENCE ALONG THE SOUTH LINE THEREOF N 87°20'18"W 1319.25 FEET TO THE SOUTHWEST CORNER OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 24; THENCE ALONG THE WEST LINE THEREOF N 02°35'13"E 1316.95 FEET TO THE NORTHWEST CORNER OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 24; THENCE ALONG THE NORTH LINE THEREOF S 87°06'24"E 1316.20 FEET TO THE NORTHEAST CORNER OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 24; THENCE ALONG THE EAST LINE THEREOF S 02°27'10"W 713.58 FEET; THENCE LEAVING SAID EAST LINE S 87°20'18.1"E 361.42 FEET TO THE WEST RIGHT-OF-WAY OF ARKANSAS HIGHWAY 112; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING FIVE COURSES: THENCE S 03°17'44"E 261.09 FEET; THENCE S 01°56'34"E 83.69 FEET; THENCE 248.75 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 188.61 FEET AND A LONG CHORD OF S 35°50'21"W 231.11 FEET; THENCE S 73°37'15"W 156.49 FEET; THENCE 26.89 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 249.37 FEET AND A LONG CHORD OF S 69°43'28"W 26.87 FEET TO THE SOUTH LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 24; THENCE ALONG SAID SOUTH LINE N 87°20'18"W 93.91 FEET TO THE POINT OF BEGINNING, CONTAINING 44.60 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT. PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 24, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 24; THENCE ALONG THE WEST LINE THEREOF N 02°27'10"E 598.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE N 02°27'10"E 713.58 FEET TO THE NORTHWEST CORNER OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 24; THENCE ALONG THE NORTH LINE THEREOF S 86°37'13"E 289.96 FEET TO THE WEST RIGHT-OF-WAY OF

ARKANSAS HIGHWAY 112; THENCE ALONG SAID RIGHT-OF-WAY S 03°17'44"E 713.79 FEET;  
THENCE LEAVING SAID RIGHT-OF-WAY N 87°20'18"W 361.42 FEET TO THE POINT OF  
BEGINNING, CONTAINING 5.32 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL  
EASEMENTS OF RECORD OR FACT.;

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition  
for public hearing to be held November 1, 2022 at the Council Chambers of the City of Bentonville;

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

**WHEREAS**, the Planning Commission voted to recommend to the City Council that the petition be  
approved and that said future land use classification as presented on the property be changed.

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

Section 1: That the above described real property is hereby designated as a future land use classification  
of MEDIUM-DENSITY RESIDENTIAL on the City of Bentonville Future Land Use Map;

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

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

**PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2022.**

**APPROVED:**

**ATTEST:**

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

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

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

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF  
BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING  
CLASSIFICATION OF A-1, AGRICULTURAL TO R-3, MEDIUM-HIGH  
DENSITY MULTIFAMILY RESIDENTIAL; AND FOR OTHER PURPOSES.  
(PROJECT NUMBER:RZ22-0050)**

**WHEREAS**, Crafton Tull on behalf of Jon P Simpson Trust duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of A-1, AGRICULTURAL to R-3, MEDIUM-HIGH DENSITY MULTIFAMILY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

PART OF THE SE 1/4 OF THE NE 1/4 AND PART OF THE SW 1/4 OF THE NE 1/4 OF SECTION 24, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 24; THENCE ALONG THE SOUTH LINE THEREOF N 87°20'18"W 1319.25 FEET TO THE SOUTHWEST CORNER OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 24; THENCE ALONG THE WEST LINE THEREOF N 02°35'13"E 1316.95 FEET TO THE NORTHWEST CORNER OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 24; THENCE ALONG THE NORTH LINE THEREOF S 87°06'24"E 1316.20 FEET TO THE NORTHEAST CORNER OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 24; THENCE ALONG THE EAST LINE THEREOF S 02°27'10"W 713.58 FEET; THENCE LEAVING SAID EAST LINE S 87°20'18.1"E 361.42 FEET TO THE WEST RIGHT-OF-WAY OF ARKANSAS HIGHWAY 112; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING FIVE COURSES: THENCE S 03°17'44"E 261.09 FEET; THENCE S 01°56'34"E 83.69 FEET; THENCE 248.75 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 188.61 FEET AND A LONG CHORD OF S 35°50'21"W 231.11 FEET; THENCE S 73°37'15"W 156.49 FEET; THENCE 26.89 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 249.37 FEET AND A LONG CHORD OF S 69°43'28"W 26.87 FEET TO THE SOUTH LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 24; THENCE ALONG SAID SOUTH LINE N 87°20'18"W 93.91 FEET TO THE POINT OF BEGINNING, CONTAINING 44.60 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT. PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 24, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 24; THENCE ALONG THE WEST LINE THEREOF N

02°27'10"E 598.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE N 02°27'10"E 713.58 FEET TO THE NORTHWEST CORNER OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 24; THENCE ALONG THE NORTH LINE THEREOF S 86°37'13"E 289.96 FEET TO THE WEST RIGHT-OF-WAY OF ARKANSAS HIGHWAY 112; THENCE ALONG SAID RIGHT-OF-WAY S 03°17'44"E 713.79 FEET; THENCE LEAVING SAID RIGHT-OF-WAY N 87°20'18"W 361.42 FEET TO THE POINT OF BEGINNING, CONTAINING 5.32 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.;

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held November 1, 2022 in the Council Chambers of the City of Bentonville;

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

**WHEREAS**, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of A-1, AGRICULTURAL to R-3, MEDIUM-HIGH DENSITY MULTIFAMILY RESIDENTIAL.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of A-1, AGRICULTURAL to R-3, MEDIUM-HIGH DENSITY MULTIFAMILY RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

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

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

**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

**APPROVED:**

**ATTEST:**

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

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



# REZONING STAFF REPORT



## Bentonville RE Development, LLC

1005 NW A St

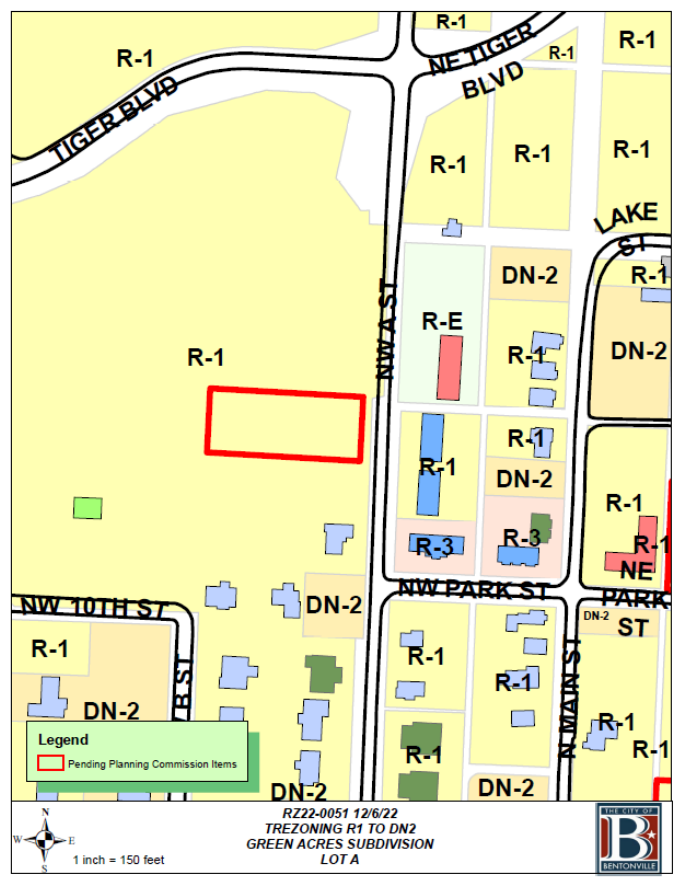
PC Date: 12/6/2022

Reviewer: Christopher Hyatt, Planning Tech

|                                 |                                            |
|---------------------------------|--------------------------------------------|
| Project Number                  | RZ22-0051                                  |
| Applicant / Current Owner       | Half Associates / Joe Thompson             |
| Site Area                       | +/- 1.37 acres                             |
| Current Zoning                  | R-1, Low Density Single Family Residential |
| Requested Zoning                | DN-2, Downtown Medium-Density Residential  |
| Future Land Use Map Designation | Medium-Density Residential (MDR)           |
| Related Case(s):                | LS22-0059                                  |

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

Location Map



### Property Description

This request is located at 1005 NW A Street. Directly adjacent zoning is R-1, Low Density Single Family Residential to the North, South, and West. RE, Residential Estate, R-1, Low Density Single Family Residential, and R-3, Medium-High Density Multifamily Residential to the East.

### Relationship to the Bentonville Community Plan

The Future Land Use Plan currently shows this property as Medium-Density Residential, in which DN-2 zoning is appropriate. Medium-density residential areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

This property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area looks to leverage the existing urban fabric of walkability and connectivity to increase density.

### Public Comment

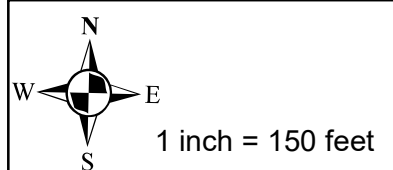
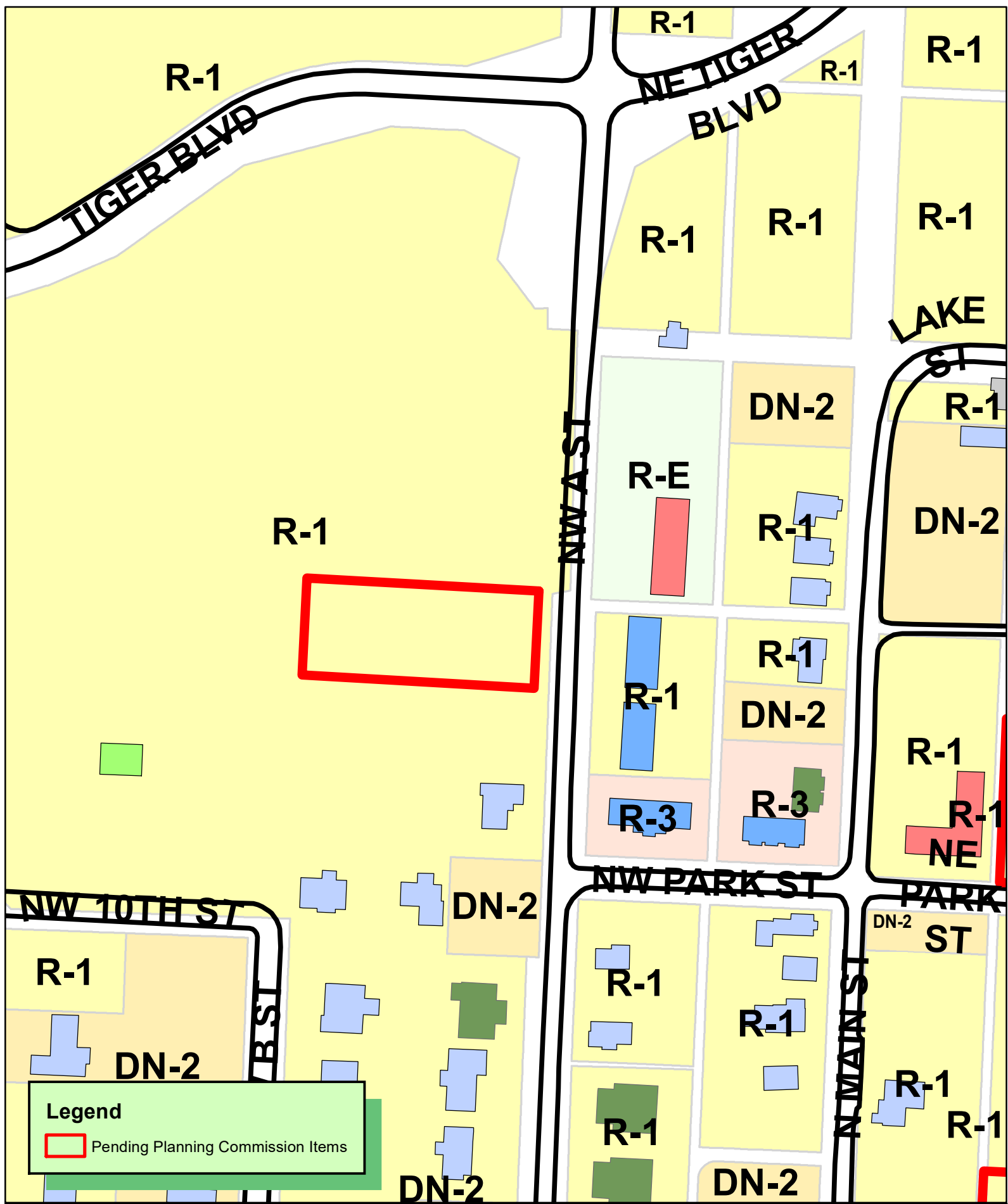
At the time of writing this staff report, staff has not received public comment on this item.

### Analysis

The intent of the DN-2 district is to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development and were small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density. In some instances, such as the end of blocks, townhouses may be appropriate in this district.

### Conclusion

This request is consistent with the Community Plan and Future Land Use Map.



RZ22-0051 12/6/22  
 TREZONING R1 TO DN2  
 GREEN ACRES SUBDIVISION  
 LOT 2A



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

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF  
BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING  
CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL  
TO DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL; AND FOR  
OTHER PURPOSES.  
(PROJECT NUMBER: RZ22-0051)**

**WHEREAS**, Bentonville Redevelopment LLC, duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

180 FEET SQUARELY OFF THE SOUTH SIDE OF LOT 4, BLOCK 1, WILSON'S SUBDIVISION OF A PART OF THEE 1/2 OF THE SE 1/4 OF SECTION 31, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD A, PAGE 103. LESS AND EXCEPT THAT PORTION OF THE ABOVE DESCRIBED PROPERTY CONVEYED IN WARRANTY DEED BY GREGORY D. WOODS AND KIMBERLY D. WOODS IN FAVOR OF THE CITY OF BENTONVILLE, ARKANSAS, FILED FOR RECORD IN/AS BOOK\_2013,\_PAGE\_30790, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEING A PART OF LOT 4, BLOCK 1, WILSON'S SUBDIVISION TO THE TO THE CITY OF BENTONVILLE, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LANDS, BEING ON THE EXISTING WESTERLY RIGHT OF WAY LINE OF SOUTH MAIN STREET; THENCE LEAVING SAID RIGHT OF WAY, N 87°57'31" W 3.20 FEET; THENCE N 02°28'58" E 80.05 FEET; THENCE N 02°40'00" E 99.96 FEET TO THE NORTH PROPERTY LINE OF SAID LANDS; THENCE S 87°53'11" E 2.76 FEET TO THE EXISTING RIGHT OF WAY LINE OF SOUTH MAIN STREET; THENCE WITH SAID RIGHT OF WAY S 02°26'40" W 180.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.01 ACRE, MORE OR LESS.

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held December 6, 2022 in the Council Chambers of the City of Bentonville;

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

**WHEREAS**, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

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

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

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED:**

**ATTEST:**

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

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

# FUTURE LAND USE MAP AMENDMENT & REZONING STAFF REPORT



## Pinnacle Villas LLC

201 SE 22<sup>nd</sup> Street

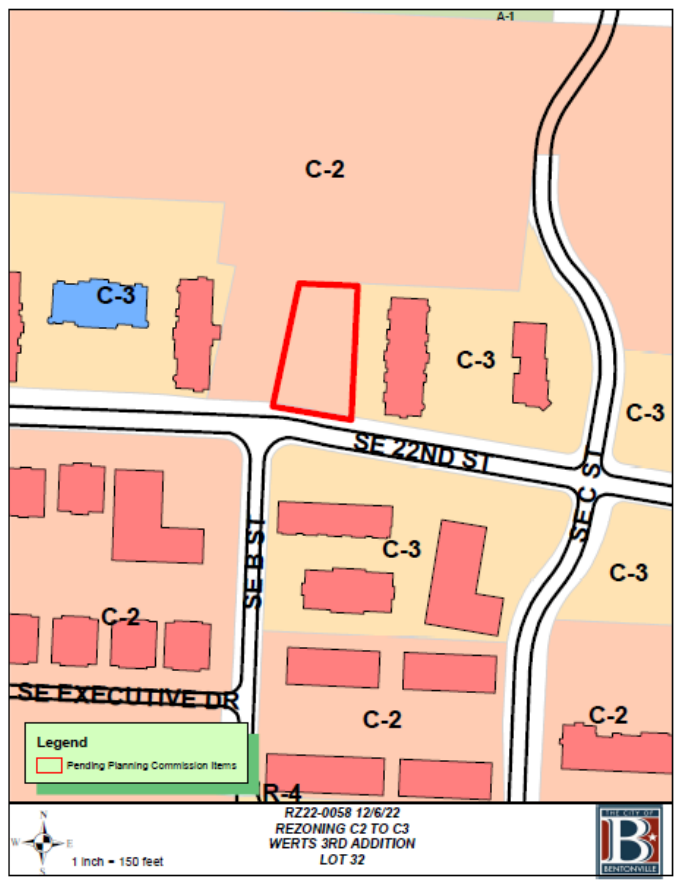
PC Date: 12/6/2022

Reviewer: Christopher Hyatt, Planning Technician

|                                           |                                                          |
|-------------------------------------------|----------------------------------------------------------|
| Project Number                            | RZ22-0058                                                |
| Applicant / Current Owner                 | Watkins , Boyer, Gray & Curry PLLC / Pinnacle Villas LLC |
| Site Area                                 | +/- 0.72 Acres                                           |
| Current Zoning                            | C-2, General Commercial                                  |
| Requested Zoning                          | C-3, Mixed-Use Commercial                                |
| Future Land Use Map Designation           | General Commercial (C)                                   |
| Requested Future Land Use Map Designation | Mixed-Use Commercial (MUC)                               |

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

### Location Map



### Property Description

This request is located at 201 SE 22<sup>nd</sup> Street. Directly adjacent zoning is C-2, General Commercial to the North, South, and West. C-3, Mixed-Use Commercial to the East and South

### Relationship to the Bentonville Community Plan

The Future Land Use Plan currently shows this property as General Commercial, in which C-3 zoning is not compatible, however, the applicant has requested a future land use map amendment to Mixed-Use Commercial. Mixed-use commercial areas include uses that provide goods and services to nearby residents. Local retail, day-to-day services, and small offices are appropriate in these areas. Vertical mixed-use developments are encouraged in mixed-use commercial areas, with upper floors including offices, services, or residential uses. Parking may be more prominent in these areas than in Downtown commercial areas but should be sited and designed to not be detrimental to the character of the area.

The property is located within Priority Area 2, Infill, as identified in chapter 4 of the Bentonville Community Plan. This area focuses on supporting the development of vacant properties already served by infrastructure within the context of existing development.

### Public Comment

At the time of writing this staff report, staff has received public comment on this item.

### Analysis

The C-3 District is established for areas outside of downtown to provide an opportunity for people to live, work, meet, shop, and utilize services within the vicinity of their residences. The C-3 district allows for a mix of neighborhood commercial and personal services, offices, and medium density residential uses. Development in this district should be designed with an urban, walkable character that encourages physical activity, alternative transportation, and greater social interaction to benefit the health and wellbeing of residents.

### Conclusion

This request is not consistent with the Future Land Use Map but is consistent with the surrounding development pattern of the area.





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

**A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND USE MAP FOR  
A SPECIFIC AREA FROM GENERAL COMMERCIAL TO MIXED-USE COMMERCIAL;  
AND FOR OTHER PURPOSES.**

**(PROJECT NUMBER: RZ22-0058)**

**WHEREAS**, Pinnacle Villas LLC, duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present land use classification of GENERAL COMMERCIAL to MIXED-USE COMMERCIAL, which property is described as follows:

LOT 32, WERT'S 3RD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS REFLECTED IN PLAT OF LOTS 32, 33, 34, FORMERLY KNOWN AS LOTS 6, 7, AND 8, AS SHOWN ON PLAT RECORD 2008 AT PAGE 32.

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held December 6, 2022 at the Council Chambers of the City of Bentonville;

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

**WHEREAS**, the Planning Commission voted to recommend to the City Council that the petition be approved and that said future land use classification as presented on the property be changed.

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

Section 1: That the above described real property is hereby changed from its present land use classification of GENERAL COMMERCIAL to MIXED-USE COMMERCIAL on the City of Bentonville Future Land Use Map;

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

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

**PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2022.**

**APPROVED:**

**ATTEST:**

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

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

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

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE,  
ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF C-2,  
GENERAL COMMERCIAL TO C-3, MIXED-USE COMMERCIAL; AND FOR  
OTHER PURPOSES.**

**(PROJECT NUMBER: RZ22-0058)**

**WHEREAS**, Pinnacle Villas LLC, duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of C-2, GENERAL COMMERCIAL to C-3, MIXED-USE COMMERCIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 32, WERT'S 3RD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS REFLECTED IN PLAT OF LOTS 32, 33, 34, FORMERLY KNOWN AS LOTS 6, 7, AND 8, AS SHOWN ON PLAT RECORD 2008 AT PAGE 32.

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held December 6, 2022 in the Council Chambers of the City of Bentonville;

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

**WHEREAS**, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of C-2, GENERAL COMMERCIAL to C-3, MIXED-USE COMMERCIAL.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of C-2, GENERAL COMMERCIAL to C-3, MIXED-USE COMMERCIAL to be used in accordance with the city zoning laws and state laws;

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

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

**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

**APPROVED:**

**ATTEST:**

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

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

# REZONING STAFF REPORT



## Mammoth Properties LLC

101 NE 7<sup>th</sup> Street

PC Date: 12/6/2022

Reviewer: Luke Aitken, Planning Technician

|                                 |                                                            |
|---------------------------------|------------------------------------------------------------|
| Project Number                  | RZ22-0059                                                  |
| Applicant / Current Owner       | Watkins, Boyer, Gray & Curry PLLC / Mammoth Properties LLC |
| Site Area                       | +/- 0.45 Acres                                             |
| Current Zoning                  | R-1, Low Density Single Family Residential                 |
| Requested Zoning                | DN-2, Downtown Medium-Density Residential                  |
| Future Land Use Map Designation | Medium-Density Residential (MDR)                           |

<https://arcris/08HvK8>

### Location Map



### Property Description

This property is located in north Bentonville, at 101 NE 7<sup>th</sup> Street, and is currently zoned R-1, Low Density Single family residential. Adjacent zoning districts include R-1, Low Density Single Family Residential in all directions.

### Relationship to the Bentonville Community Plan

The Future Land Use Plan currently shows this property as Medium Density Residential, in which DN-2 zoning is compatible. Medium-density residential areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc. This property is located within Priority Area 2, Infill, as identified in Chapter 4 of the Bentonville Community Plan. This area supports the development of vacant properties already served by infrastructure within the context of existing development.

### Public Comment

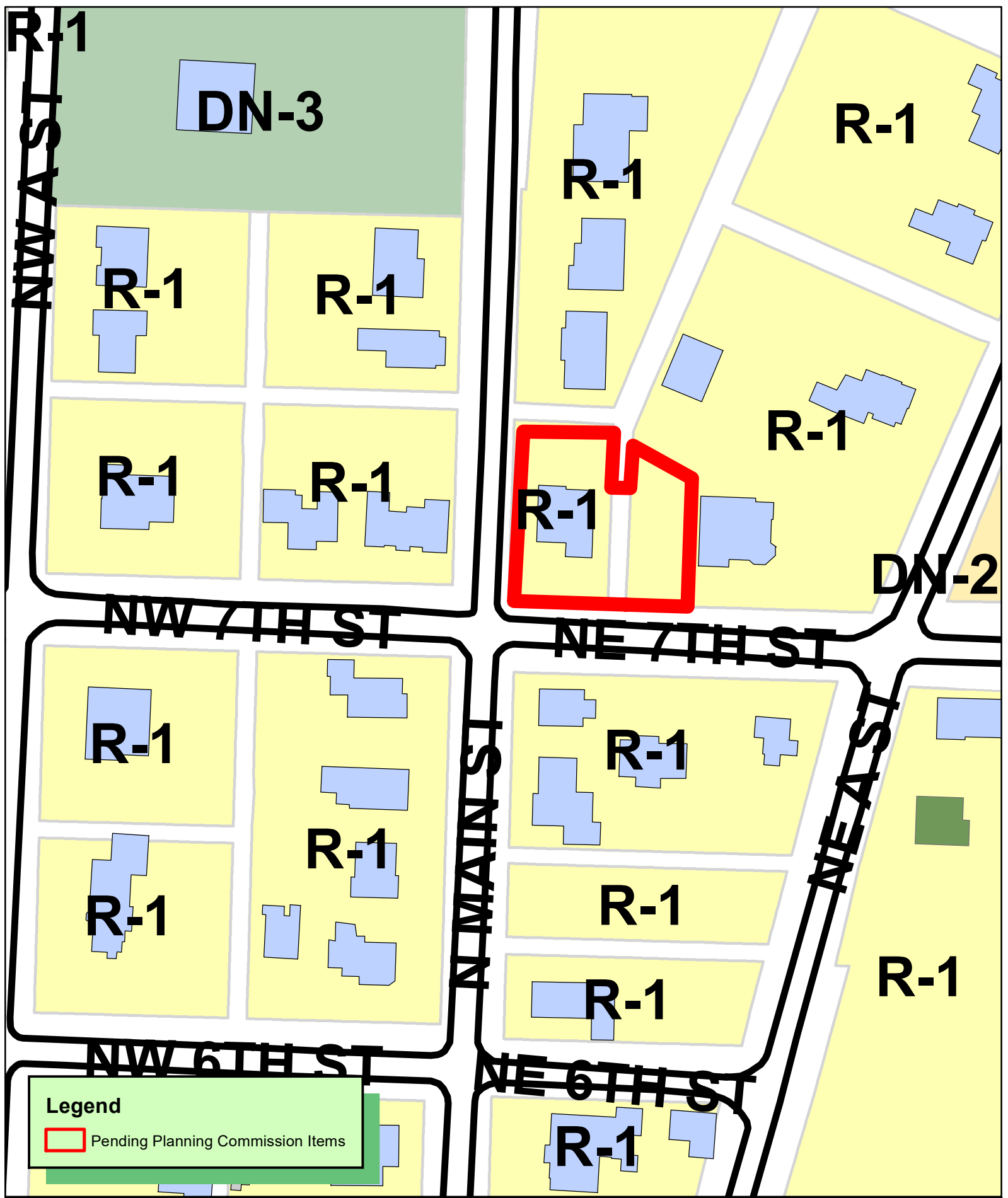
At the time of writing this staff report, staff has not received any public comment on this item.

### Analysis

The intent of the requested DN-2 zoning district is to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density. In some instances, such as the end of blocks, townhouses may be appropriate in this district. This property is located at the corner of two Local Downtown streets per the City's Master Street Plan, which lends support for a denser zoning designation such as DN-2, to allow for a variety of housing types including townhomes.

### Conclusion

This request is consistent with the Future Land Use Map, and with the surrounding development pattern of the area, with many DN-2 zoned properties one block to the east along NE A Street.



NW 7th St

NW 7th St

NE 7th St

NW 6th St

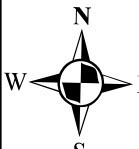
NE 6th St

N Main St

N East St

**Legend**

 Pending Planning Commission Items

 1 inch = 100 feet

RZ22-0059  
REZONING R1 TO DN2  
DEMINGS 2ND ADDITION  
MAMMOTH PROPERTIES, LLC



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

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF  
BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING  
CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY  
RESIDENTIAL TO DN-2, DOWNTOWN MEDIUM-DENSITY  
RESIDENTIAL; AND FOR OTHER PURPOSES.  
(PROJECT NUMBER: RZ22-0059)**

**WHEREAS**, Mammoth Properties LLC, duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

ALL OF LOTS 21 AND 22 AND A PART OF LOT 20 DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SW CORNER OF SAID LOT 20, RUN EAST 50 FEET, THENCE  
NORTH TO THE NORTH LINE OF SAID LOT; THENCE WEST 50 FEET TO THE NW  
CORNER OF SAID LOT 20; THENCE SOUTH TO THE PLACE OF BEGINNING, ALL  
IN BLOCK 24 IN DEMING'S SECOND ADDITION TO THE TOWN OF BENTONVILLE.  
AND THE VACATED ALLEY AS SHOWN IN ORDINANCE NO. 88-44 FILED AS  
DOCUMENT NO. 92-72011, RECORDS OF BENTON COUNTY, ARKANSAS, MORE  
SPECIFICALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF  
LOT 20, BLOCK 24, DEMING'S SECOND ADDITION, THENCE NORTH 100 FEET  
ALONG THE WEST LINE OF SAID LOT 20, THENCE WEST TO LOT 21, THENCE  
SOUTH 100 FEET TO THE SE CORNER OF SAID LOT 21, THENCE EAST TO THE  
PLACE OF BEGINNING.

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held December 6, 2022 in the Council Chambers of the City of Bentonville;

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

**WHEREAS**, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

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

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

**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

**APPROVED:**

**ATTEST:**

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

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



**Reviewer:** Luke Aitken, Planning Technician

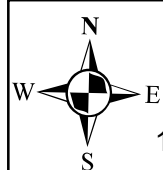
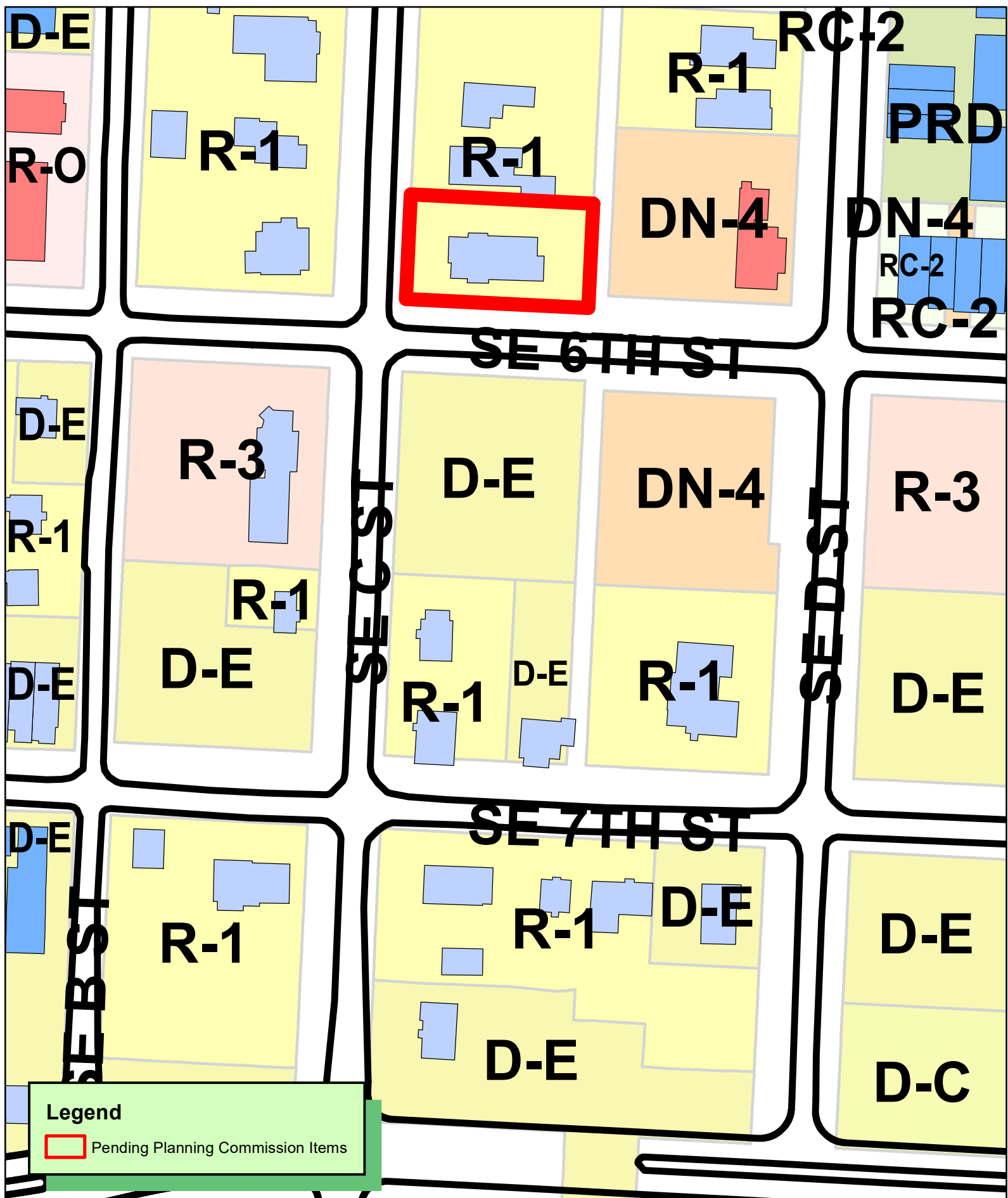
This request is consistent with the Future Land Use Map, and with the surrounding development pattern of the area, with some DE zoned properties nearby and across the adjacent local street (SE 6<sup>th</sup> Street).

**Legend**  
 Pending Planning Commission Items

**RZ22-0060 12/6/22**  
**REZONING R1 TO DE**  
**ORCHARD ADDITION**  
**LOTS 14 & 11 BLOCK G**

1 inch = 100 feet

**BENTONVILLE**



1 inch = 100 feet

RZ22-0060 12/6/22  
REZONING R1 TO DE  
ORCHARD ADDITION  
LOTS 14 & 84 BLOCK G



**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE,  
ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW  
DENSITY SINGLE FAMILY RESIDENTIAL TO DN-4, DOWNTOWN MIXED-USE  
RESIDENTIAL; AND FOR OTHER PURPOSES.**

**(PROJECT NUMBER: RZ22-0060)**

**WHEREAS**, 1208 SW Horizon LLC, duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-4, DOWNTOWN MIXED-USE RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 14, AND A STRIP 36 FEET WIDE SQUARELY OFF THE SOUTH SIDE OF LOT 11 IN BLOCK G IN ORCHARD ADDITION TO BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT BOOK A AT PAGE 89.

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held December 6, 2022 in the Council Chambers of the City of Bentonville;

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

**WHEREAS**, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-4, DOWNTOWN MIXED-USE RESIDENTIAL.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-4, DOWNTOWN MIXED-USE RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

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

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

**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

**APPROVED:**

**ATTEST:**

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

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

# FUTURE LAND USE MAP AMENDMENT & REZONING STAFF REPORT



## Ken Ehret

1169 NE Monroe Street

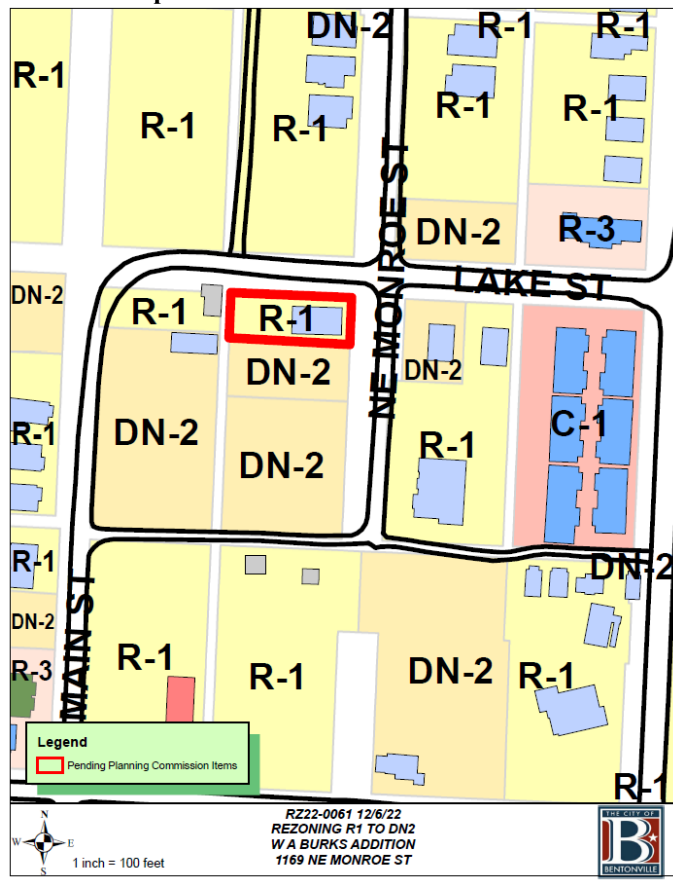
PC Date: 12/6/2022

Reviewer: Christopher Hyatt, Planning Tech

|                                 |                                            |
|---------------------------------|--------------------------------------------|
| Project Number                  | RZ22-0061                                  |
| Applicant / Current Owner       | Blew & Associates / Ken Ehret              |
| Site Area                       | +/- 0.2 acres                              |
| Current Zoning                  | R-1, Low Density Single Family Residential |
| Requested Zoning                | DN-2, Downtown Medium-Density Residential  |
| Future Land Use Map Designation | Medium-Density Residential (MDR)           |

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

### Location Map



### Property Description

This request is located at 1169 NE Monroe Street. Directly adjacent zoning is R-1, Low Density Single Family Residential to the North and West. R-1, Low Density Single Family Residential and DN-2, Downtown Medium Density Residential to the East. DN-2, Medium Density Residential to the South.

### Relationship to the Bentonville Community Plan

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

This property is located within Priority Area 2, Infill, as identified in Chapter 4 of the Bentonville Community Plan. This area supports the development of vacant properties already served by infrastructure within the context of existing development.

### Public Comment

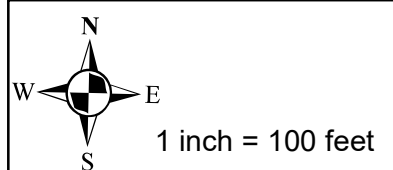
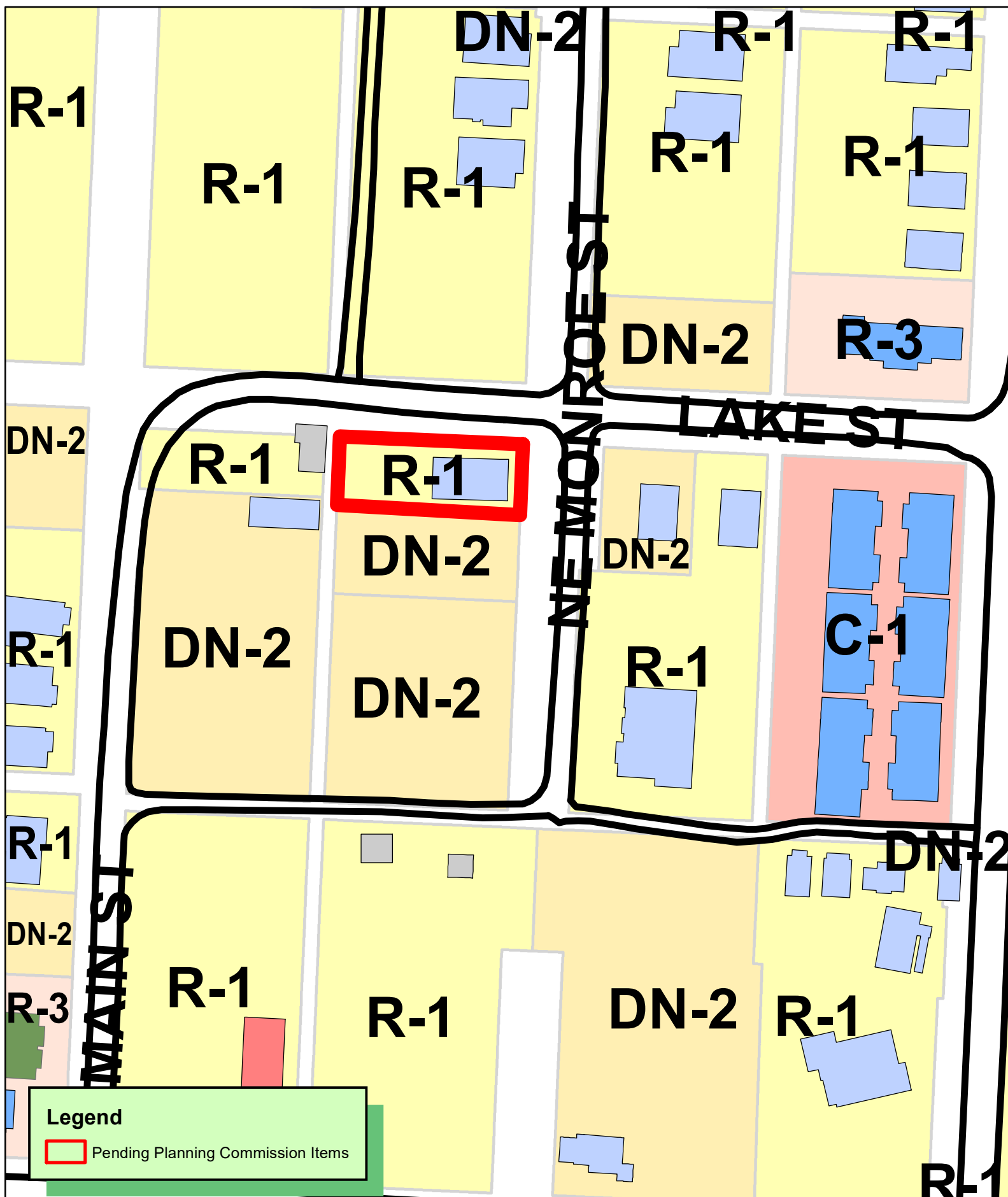
At the time of writing this staff report, staff has not received public comment on this item.

### Analysis

The intent of the DN-2 district is to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development and were small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density. In some instances, such as the end of blocks, townhouses may be appropriate in this district.

### Conclusion

This request is consistent with the Future Land Use Map, and the surrounding development pattern of the area.



RZ22-0061 12/6/22  
REZONING R1 TO DN2  
W A BURKS ADDITION  
1169 NE MONROE ST



**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE,  
ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW  
DENSITY SINGLE FAMILY RESIDENTIAL TO DN-2, DOWNTOWN MEDIUM-  
DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.**

**(PROJECT NUMBER: RZ22-0061)**

**WHEREAS**, Ken Ehret, duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

THE NORTH 20 FEET OF LOT 23 AND ALL OF LOT 24, BLOCK 6, W.A. BURK'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS FILED IN THE OFFICE OF THE CIRCUIT CLERK IN PLAT BOOK A AT PAGE 81 & 119.

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held December 6, 2022 in the Council Chambers of the City of Bentonville;

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

**WHEREAS**, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

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

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

**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

**APPROVED:**

**ATTEST:**

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

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



# REZONING AND LAND USE MAP AMENDMENT STAFF REPORT



## Patrick Nowlin

Northwest Corner of Southwest Barron Road  
and Southwest Lee Harris Road

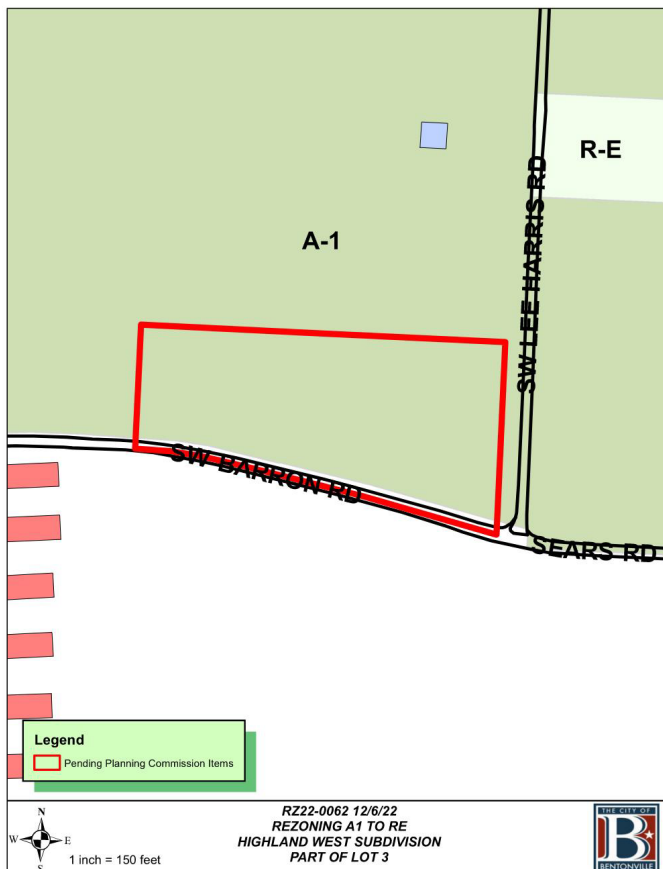
PC Date: 12/6/2022

Reviewer: Keegan Stanton, Senior Planner, AICP

|                                    |                         |
|------------------------------------|-------------------------|
| Project Number                     | RZ22-0062               |
| Applicant /<br>Current Owner       | Patrick Nowlin          |
| Site Area                          | +/- 2.44 acres          |
| Current Zoning                     | A-1, Agricultural       |
| Requested Zoning                   | R-E, Residential Estate |
| Future Land Use<br>Map Designation | Agriculture (A)         |
| Future Land Use<br>Map Requested   | Residential Estate (RE) |
| Related Case(s):                   | LS22-0046               |

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

### Location Map



### Property Description

This request is located at the Northwest Corner of Southwest Barron Road and Southwest Lee Harris Road. Directly adjacent zoning is A-1 Agriculture to the North, East, and West. The property to the South is outside of the city limits.

### Relationship to the Bentonville Community Plan

The Future Land Use Plan currently shows this property as Agriculture, in which R-E zoning is not compatible, however, the applicant has requested a future land use map amendment to Residential Estate. Residential estate areas include large detached single-family residential properties at least one acre in size. These areas may also include public uses that support residents.

This property is located within Priority Area 3, Edge Growth, as identified in Chapter 4 of the Bentonville Community Plan. This area prioritizes limiting premature growth by ensuring adequate utilities and services are in place prior to development. In this case, the R-E zoning designation would not be incompatible with existing services and utilities.

### Public Comment

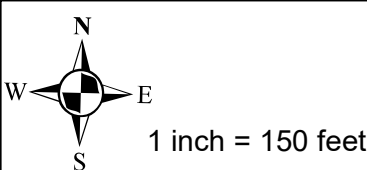
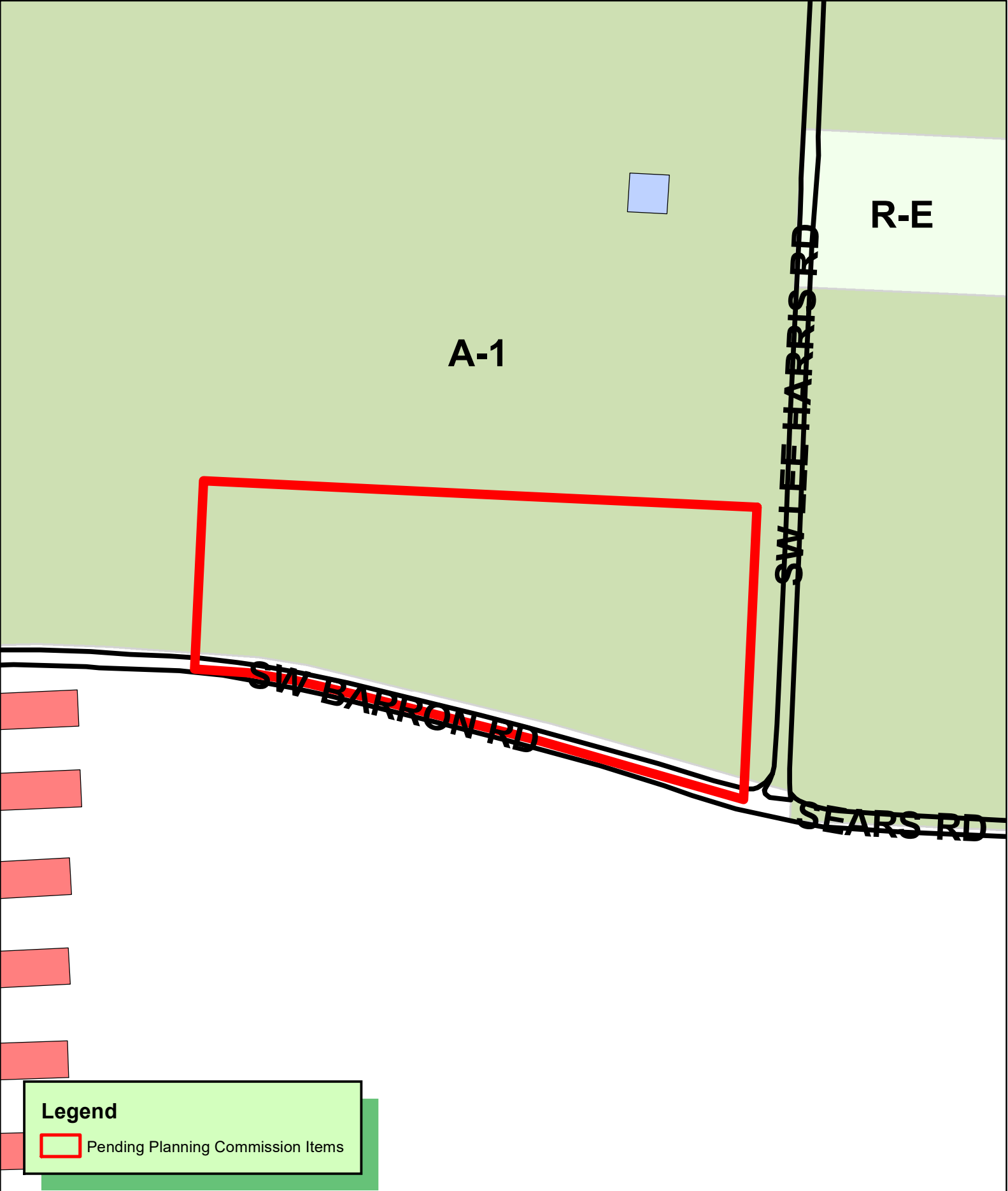
At the time of writing this staff report, staff has not received public comment on this item.

### Analysis

The R-E District is an extremely low-density residential district designed to provide for maximum privacy through the use of open spaces, permit the keeping of animals, specifically approved by the Planning Commission, promote scenic attraction, expand and promote residential alternatives and encourage the development of residential areas most protective of the environment.

### Conclusion

This request is not consistent with the Future Land Use Map without the approval of the accompanying amendment but is consistent with the surrounding development pattern of the area. R-E zoning is present further North along Lee Harris Road.



**RZ22-0062 12/6/22**  
**REZONING A1 TO RE**  
**HIGHLAND WEST SUBDIVISION**  
**PART OF LOT 3**



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

**A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND USE  
MAP FOR A SPECIFIC AREA FROM AGRICULTURE TO RESIDENTIAL ESTATE;  
AND FOR OTHER PURPOSES.**

**(PROJECT NUMBER: RZ22-0062)**

**WHEREAS**, Patrick Nowlin, duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present land use classification of AGRICULTURE to RESIDENTIAL ESTATE, which property is described as follows:

PART OF LOT 3, HIGHLAND WEST ADDITION TO THE CITY OF BENTONVILLE ARKANSAS AS SHOWN IN PLAT RECORD L202003368 OF THE BENTON COUNTY RECORDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST (NW) CORNER OF SAID LOT 3; THENCE SOUTH 02°45'27" WEST A DISTANCE OF 320.99 FEET TO A SET 5/8" REBAR PLS 1845 BEING THE POINT OF BEGINNING; THENCE SOUTH 87°14'33" EAST A DISTANCE OF 339.98 FEET TO A SET 5/8" REBAR PLS 1845; THENCE SOUTH 00°19'29" EAST A DISTANCE OF 284.76 FEET; THENCE NORTH 75°52'49" WEST A DISTANCE OF 147.70 FEET; THENCE NORTH 76°42'54" WEST A DISTANCE OF 87.42 FEET; THENCE NORTH 80°55'56" WEST A DISTANCE OF 59.37 FEET; THENCE NORTH 85°47'44" WEST A DISTANCE OF 65.55 FEET; THENCE NORTH 02°45'27" EAST A DISTANCE OF 231.09 FEET TO THE POINT OF BEGINNING CONTAINING 2.00 ACRES MORE OR LESS. SUBJECT TO ANY EASEMENTS OR RIGHT-OF-WAYS OF RECORD OR FACT. PART OF LOT 3, HIGHLAND WEST ADDITION TO THE CITY OF BENTONVILLE ARKANSAS AS SHOWN IN PLAT RECORD L202003368 OF THE BENTON COUNTY RECORDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST (NW) CORNER OF SAID LOT 3; THENCE SOUTH 02°45'27" WEST A DISTANCE OF 320.99 FEET TO A SET 5/8" REBAR PLS 1845; THENCE SOUTH 87°14'33" EAST A DISTANCE OF 339.98 FEET TO A SET 5/8" REBAR PLS 1845 BEING THE POINT OF BEGINNING; THENCE SOUTH 87°14'33" EAST A DISTANCE OF 339.98 FEET TO A SET 5/8" REBAR PLS 1845; THENCE SOUTH 02°37'57" WEST A DISTANCE OF 358.79 FEET TO A SET 5/8" REBAR PLS 1845; THENCE NORTH 73°54'38" WEST A DISTANCE OF 121.86 FEET; THENCE NORTH 73°57'11" WEST A DISTANCE OF 139.07 FEET; THENCE NORTH 75°52'49" WEST A DISTANCE OF 72.97 FEET; THENCE NORTH 00°19'29" WEST A DISTANCE OF 284.76 FEET TO THE POINT OF BEGINNING CONTAINING 2.44 ACRES MORE OR LESS. SUBJECT TO ANY EASEMENTS OR RIGHT-OF-WAYS OF RECORD OR FACT.

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held December 6, 2022 at the Council Chambers of the City of Bentonville;

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

**WHEREAS**, the Planning Commission voted to recommend to the City Council that the petition be approved and that said future land use classification as presented on the property be changed.

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

Section 1: That the above described real property is hereby changed from its present land use classification of AGRICULTURE to RESIDENTIAL ESTATE on the City of Bentonville Future Land Use Map;

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

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

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED:**

**ATTEST:**

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

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

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

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF  
BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING  
CLASSIFICATION OF A-1, AGRICULTURAL TO R-E, RESIDENTIAL  
ESTATE; AND FOR OTHER PURPOSES.**

**(PROJECT NUMBER: RZ22-0062)**

**WHEREAS**, Patrick Nowlin, duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of A-1, AGRICULTURAL to R-E, RESIDENTIAL ESTATE to be used in accordance with city zoning laws and state laws, which property is described as follows:

NEW LOT 5 DESCRIPTION: PART OF LOT 3, HIGHLAND WEST ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS AS SHOWN IN PLAT RECORD L202003368 OF THE BENTON COUNTY RECORDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST (NW) CORNER OF SAID LOT 3; THENCE SOUTH 02°45'27" WEST A DISTANCE OF 320.99 FEET TO A SET 5/8" REBAR PLS 1845 BEING THE POINT OF BEGINNING; THENCE SOUTH 87°14'33" EAST A DISTANCE OF 339.98 FEET TO A SET 5/8" REBAR PLS 1845; THENCE SOUTH 00°19'29" EAST A DISTANCE OF 284.76 FEET; THENCE NORTH 75°52'49" WEST A DISTANCE OF 147.70 FEET; THENCE NORTH 76°42'54" WEST A DISTANCE OF 87.42 FEET; THENCE NORTH 80°55'56" WEST A DISTANCE OF 59.37 FEET; THENCE NORTH 85°47'44" WEST A DISTANCE OF 65.55 FEET; THENCE NORTH 02°45'27" EAST A DISTANCE OF 231.09 FEET TO THE POINT OF BEGINNING CONTAINING 2.00 ACRES MORE OR LESS. SUBJECT TO ANY EASEMENTS OR RIGHT-OF-WAYS OF RECORD OR FACT. NEW LOT 6 DESCRIPTION: PART OF LOT 3, HIGHLAND WEST ADDITION TO THE CITY OF BENTONVILLE ARKANSAS AS SHOWN IN PLAT RECORD L202003368 OF THE BENTON COUNTY RECORDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST (NW) CORNER OF SAID LOT 3; THENCE SOUTH 02°45'27" WEST A DISTANCE OF 320.99 FEET TO A SET 5/8" REBAR PLS 1845; THENCE SOUTH 87°14'33" EAST A DISTANCE OF 339.98 FEET TO A SET 5/8" REBAR PLS 1845 BEING THE POINT OF BEGINNING; THENCE SOUTH 87°14'33" EAST A DISTANCE OF 339.98 FEET TO A SET 5/8" REBAR PLS 1845; THENCE SOUTH 02°37'57" WEST A DISTANCE OF 358.79 FEET TO A SET 5/8" REBAR PLS 1845; THENCE NORTH 73°54'38" WEST A DISTANCE OF 121.86 FEET; THENCE NORTH 73°57'11" WEST A DISTANCE OF 139.07 FEET; THENCE NORTH 75°52'49" WEST A DISTANCE OF 72.97 FEET; THENCE NORTH 00°19'29" WEST A DISTANCE OF 284.76 FEET TO THE

POINT OF BEGINNING CONTAINING 2.44 ACRES MORE OR LESS. SUBJECT TO ANY EASEMENTS OR RIGHT-OF-WAYS OF RECORD OR FACT.

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held December 6, 2022 in the Council Chambers of the City of Bentonville;

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

**WHEREAS**, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of A-1, AGRICULTURAL to R-E, RESIDENTIAL ESTATE.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of A-1, AGRICULTURAL to R-E, RESIDENTIAL ESTATE to be used in accordance with the city zoning laws and state laws;

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

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

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED:**

**ATTEST:**

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

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

# REZONING STAFF REPORT



## Faciszewski

107 NE Park Street

PC Date: 12/6/2022

Reviewer: Christopher Hyatt, Planning Tech

|                                 |                                            |
|---------------------------------|--------------------------------------------|
| Project Number                  | RZ22-0063                                  |
| Applicant / Current Owner       | Jared & Sonia Faciszewski                  |
| Site Area                       | +/- 0.69 acres                             |
| Current Zoning                  | R-1, Low Density Single Family Residential |
| Requested Zoning                | DN-2, Downtown Medium-Density Residential  |
| Future Land Use Map Designation | Medium-Density Residential (MDR)           |
| Related Case(s):                | None                                       |

### Property Description

This request is located at 107 NE Park Street. Directly adjacent zoning is DN-2, Downtown Medium Density Residential to the North and East. R-1, Low Density Single Family Residential to the South and West.

### Relationship to the Bentonville Community Plan

The Future Land Use Plan currently shows this property as Medium Density Residential, in which DN-2 zoning is compatible. Medium-density residential areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

This property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment in urban neighborhoods in and around Downtown Bentonville.

### Public Comment

At the time of writing this staff report, staff has not received public comment on this item.

### Analysis

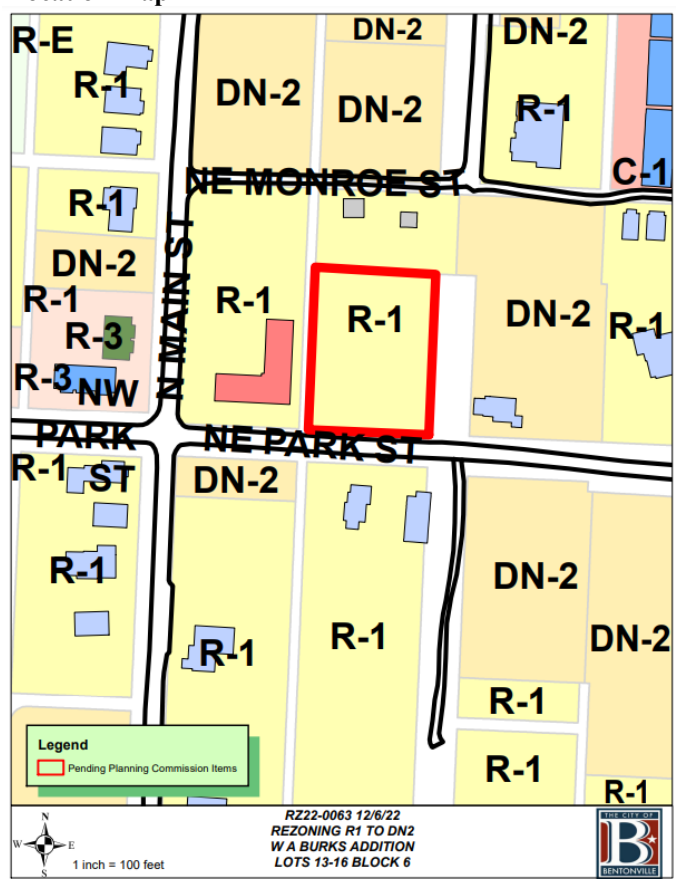
The intent of the DN-2 district is to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development and were small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density. In some instances, such as the end of blocks, townhouses may be appropriate in this district.

### Conclusion

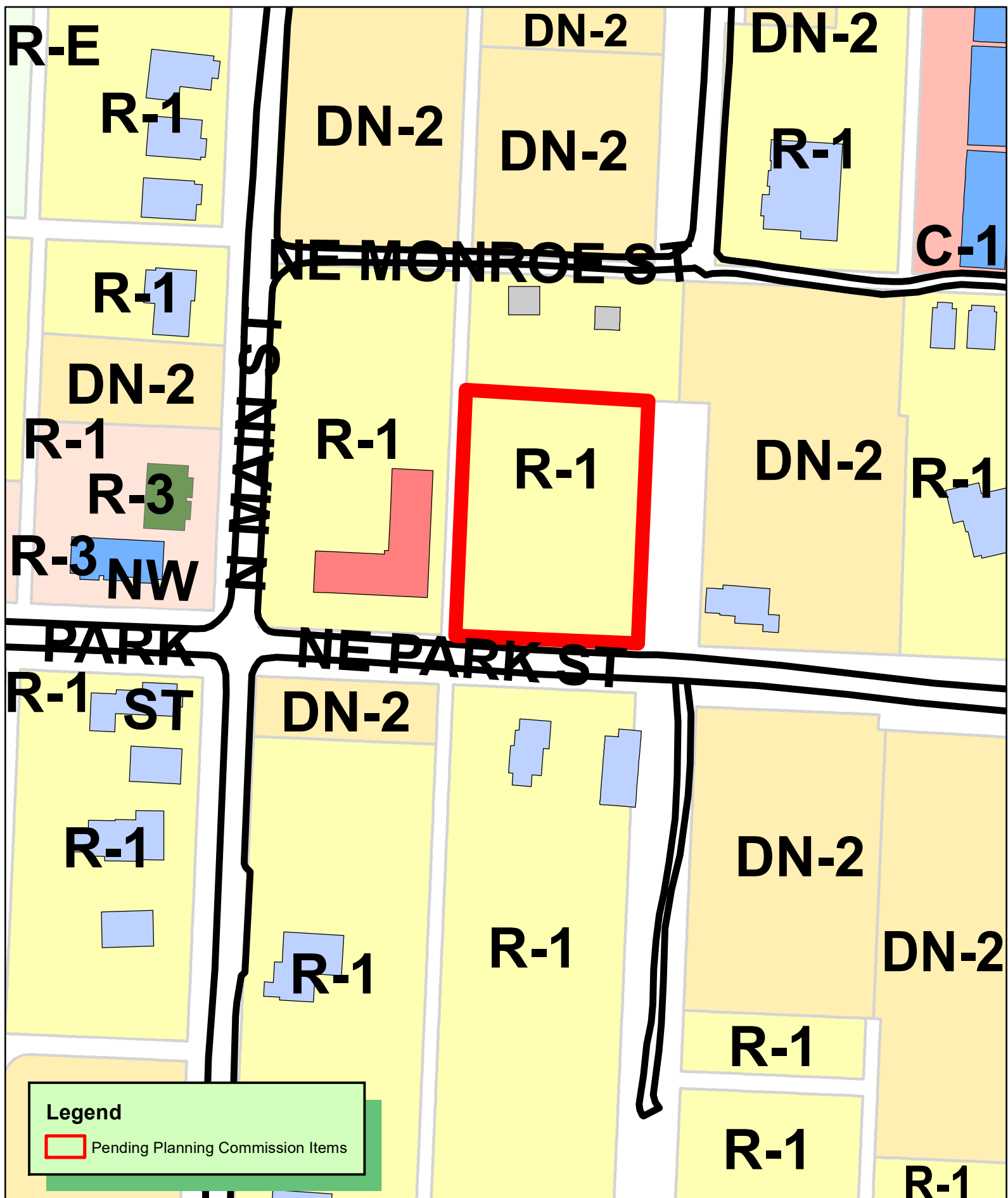
This request is consistent with the Future Land Use Map, and is consistent with the surrounding development pattern of the area.

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

### Location Map







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

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF  
BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING  
CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY  
RESIDENTIAL TO DN-2, DOWNTOWN MEDIUM-DENSITY  
RESIDENTIAL; AND FOR OTHER PURPOSES.**

**(PROJECT NUMBER: RZ22-0063)**

**WHEREAS**, Sonia Faciszewski, duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOTS 13, 14, 15, 16 BLOCK 6, LYING INSIDE WA BURKS ADDITION, AND FILED FOR RECORD ON PLAT RECORD BOOK 'A', PAGE 81 AND 119, AND FILED FOR RECORD IN THE BENTON COUNTY CLERK'S OFFICE, BENTON COUNTY, ARKANSAS.

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held December 6, 2022 in the Council Chambers of the City of Bentonville;

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

**WHEREAS**, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

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

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

**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

**APPROVED:**

**ATTEST:**

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

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

# REZONING STAFF REPORT



## Ozelton Family Trust

306 Northwest 7<sup>th</sup> Street

PC Date: 12/6/2022

Reviewer: Keegan Stanton, Senior Planner, AICP

|                                 |                                            |
|---------------------------------|--------------------------------------------|
| Project Number                  | RZ22-0064                                  |
| Applicant / Current Owner       | Ozelton Family Trust                       |
| Site Area                       | +/- 0.17 acres                             |
| Current Zoning                  | R-1, Low Density Single Family Residential |
| Requested Zoning                | DN-2, Downtown Medium-Density Residential  |
| Future Land Use Map Designation | Medium-Density Residential (MDR)           |
| Related Case(s):                | None                                       |

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

### Location Map



### Property Description

This request is located at 306 Northwest 7<sup>th</sup> Street. Directly adjacent zoning is R-1 Low Density Single Family Residential in all directions.

### Relationship to the Bentonville Community Plan

The Future Land Use Plan currently shows this property as Medium-Density Residential (MDR), in which DN-2 zoning is compatible. Medium-density residential areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

This property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area prioritizes increasing residential density and upgrading capital projects in the downtown area.

### Public Comment

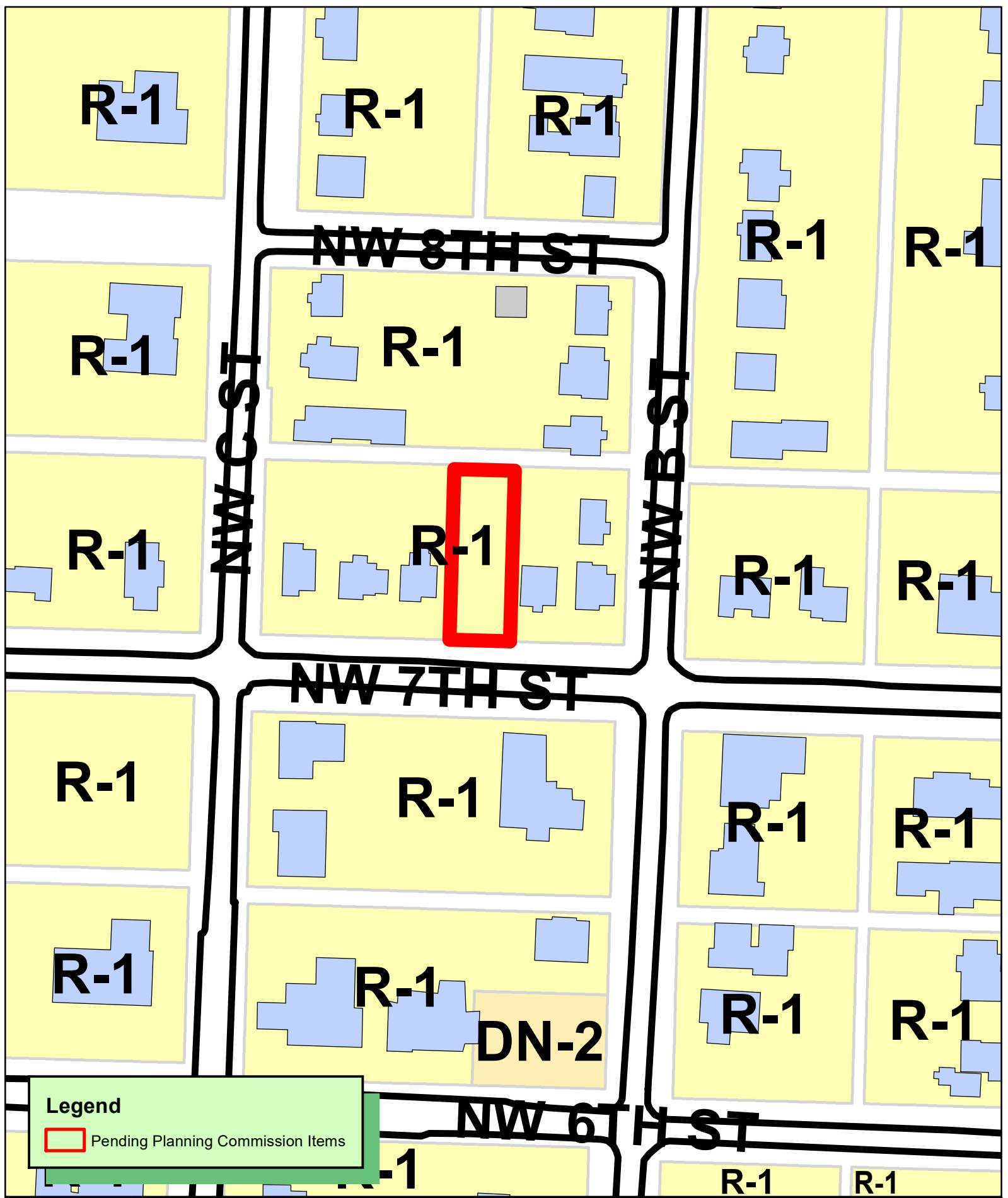
At the time of writing this staff report, staff has not received public comment on this item.

### Analysis

The intent of the DN-2 district is to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density. In some instances, such as the end of blocks, townhouses may be appropriate in this district.

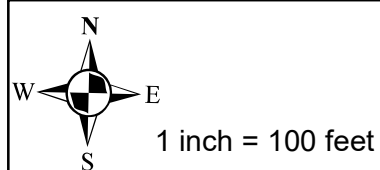
### Conclusion

This request is consistent with the Future Land Use Map and is consistent with the surrounding development pattern of the area. DN-2 zoning is intermixed with R-1 zoning throughout Priority Area 1 as the downtown area redevelops.



**Legend**

 Pending Planning Commission Items



RZ22-0064 12/6/22  
REZONING R1 TO DN2  
DEMINGS 2ND ADDITION  
LOT 10 BLOCK 27



**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE,  
ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW  
DENSITY SINGLE FAMILY RESIDENTIAL TO DN-2, DOWNTOWN MEDIUM-  
DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.**

**(PROJECT NUMBER: RZ22-0064)**

**WHEREAS**, Ozelton Family Trust, duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 10, BLOCK 27, DEMINGS SECOND ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT FILED FOR RECORD IN/AS PLAT BOOK "B" AT PAGE 24.

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held December 6, 2022 in the Council Chambers of the City of Bentonville;

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

**WHEREAS**, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

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

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

**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

**APPROVED:**

**ATTEST:**

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

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

# FUTURE LAND USE MAP AMENDMENT & REZONING STAFF REPORT



## RLP Developments LLC

Parcel: 01-13362-000

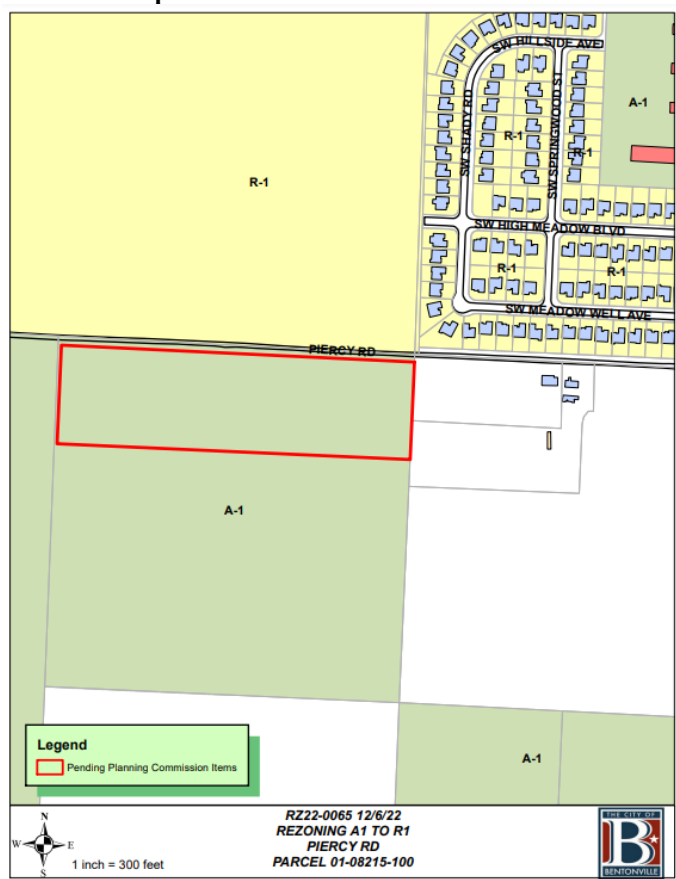
PC Date: 12/6/2022

Reviewer: Christopher Hyatt, Planning Tech

|                                           |                                            |
|-------------------------------------------|--------------------------------------------|
| Project Number                            | RZ22-0065                                  |
| Applicant / Current Owner                 | Half Associates / RLP Developments LLC     |
| Site Area                                 | +/- 11.0 acres                             |
| Current Zoning                            | A-1, Agricultural                          |
| Requested Zoning                          | R-1, Low Density Single Family Residential |
| Future Land Use Map Designation           | Residential Estate (RE)                    |
| Requested Future Land Use Map Designation | Low-Density Residential (LDR)              |

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

### Location Map



### Property Description

This request is located along Piercy Road. Directly adjacent zoning is R-1, Low Density Single Family Residential to the North. A-1, Agriculture to the South and West. Benton County to the East.

### Relationship to the Bentonville Community Plan

The Future Land Use Plan currently shows this property as Residential Estate, in which R-1 zoning is not compatible, however the applicant is requesting a Future Land Use Map Amendment to Low-Density Residential. Low-density residential areas include detached single-family residential properties with a typical density of 3-8 units per acre. While lot size and overall density may vary from one part of the city to another, these areas represent the predominant form of residential development in Bentonville. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

This property is located within Priority Area 3, Edge Growth, as identified in Chapter 4 of the Bentonville Community Plan. This area focuses on development in areas proximate to existing infrastructure in order to capitalize on municipal investment that has already taken place.

### Public Comment

At the time of writing this staff report, staff has not received public comment on this item.

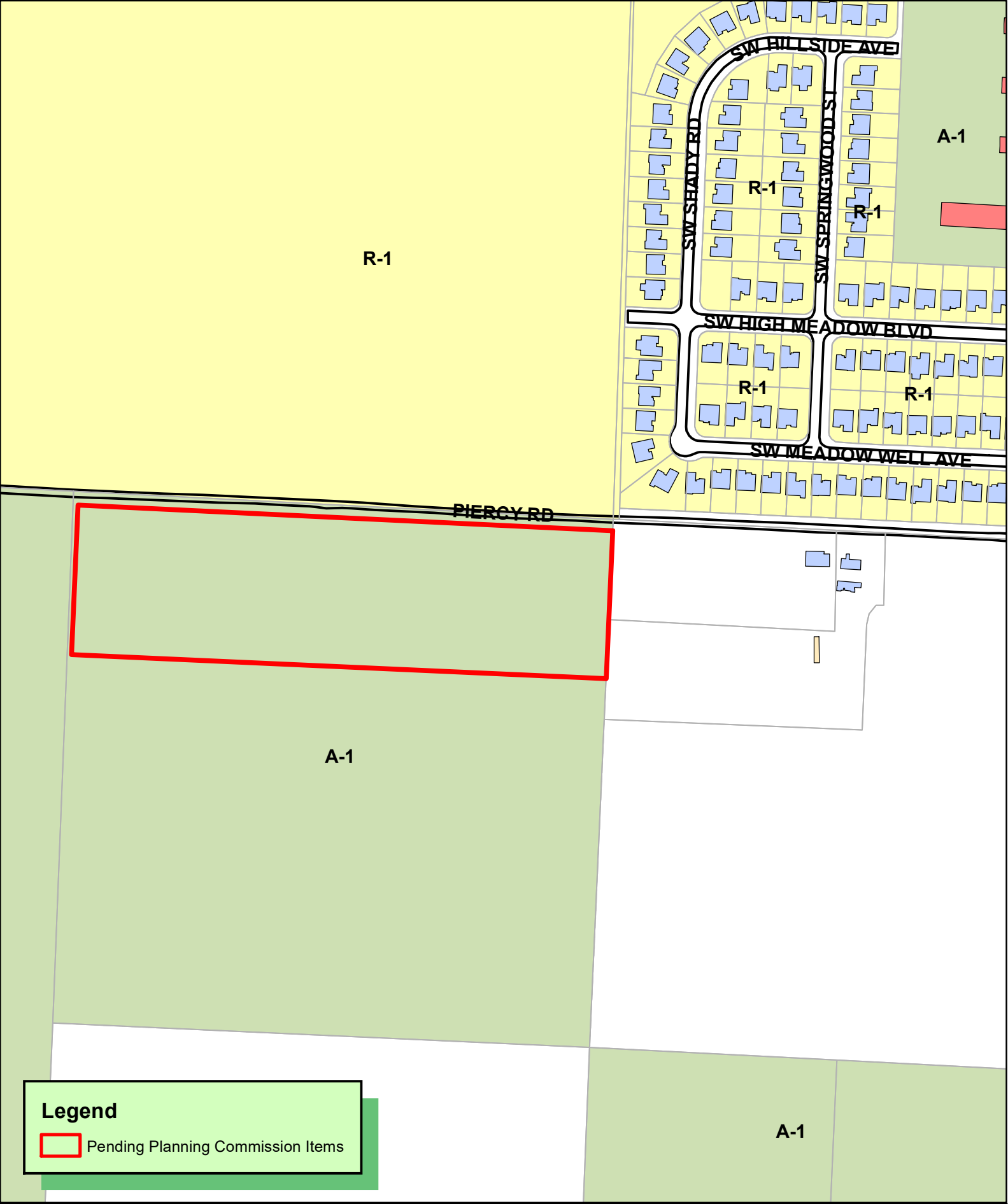
### Analysis

The R-1 District serves low density developments in which housing is generally of the highest value and where strict separation of land uses is desired. Since R-1 Districts are separated from all commercial and industrial activity, access to connecting traffic arteries is essential.

### Conclusion

This request is not consistent with the Future Land Use Map; however it is consistent with the surrounding development pattern of the area.





**Legend**

 Pending Planning Commission Items

 1 inch = 300 feet

**RZ22-0065 12/6/22  
REZONING A1 TO R1  
PIERCY RD  
PARCEL 01-08215-100**



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

**A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND USE  
MAP FOR A SPECIFIC AREA FROM RESIDENTIAL ESTATE TO LOW-DENSITY  
RESIDENTIAL; AND FOR OTHER PURPOSES.**

**(PROJECT NUMBER: RZ22-0065)**

**WHEREAS**, RLP Developments LLC, duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present land use classification of RESIDENTIAL ESTATE to LOW-DENSITY RESIDENTIAL, which property is described as follows:

A PART OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWENTY-ONE (21), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTY-ONE (31) WEST, BENTON COUNTY, ARKANSAS, BEING MORE PRACTICALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION TWENTY-ONE (21), SAID POINT BEING IN PIERCY ROAD AND FROM WHICH A ½" REFERENCE IRON BEARS SOUTH 02°30'39"W 28.93 FEET FROM SAID CORNER; THENCE SOUTH 2°30'39" WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) A DISTANCE OF 363.47 FEET TO A POINT; THENCE LEAVING SAID EAST LINE NORTH 87°23'03" WEST A DISTANCE OF 1,313.57 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4); THENCE ALONG THE SAID WEST LINE NORTH 2°36'57" EAST A DISTANCE OF 367.34 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4); THENCE ALONG SAID NORTH LINE SOUTH 87°12'55" EAST A DISTANCE OF 1,312.91 FEET TO THE POINT OF BEGINNING. CONTAINING 11.01 ACRES (479,867 SQUARE FEET) MORE OR LESS. THE ABOVE DESCRIBED 11.01 ACRE TRACT BEING SUBJECT TO THE RIGHT-OF-WAY OF PIERCY ROAD ALONG THE ENTIRE NORTH BOUNDARY.

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held December 6, 2022 at the Council Chambers of the City of Bentonville;

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

**WHEREAS**, the Planning Commission voted to recommend to the City Council that the petition be approved and that said future land use classification as presented on the property be changed.

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

Section 1: That the above described real property is hereby changed from its present land use classification of RESIDENTIAL ESTATE to LOW-DENSITY RESIDENTIAL on the City of Bentonville Future Land Use Map;

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

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

**PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2022.**

**APPROVED:**

**ATTEST:**

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

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

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

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF  
BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING  
CLASSIFICATION OF A-1, AGRICULTURAL TO R-1, LOW DENSITY  
SINGLE FAMILY RESIDENTIAL; AND FOR OTHER PURPOSES.**

**(PROJECT NUMBER: RZ22-0065)**

**WHEREAS**, RLP Developments LLC, duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of A-1, AGRICULTURAL to R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

A PART OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWENTY-ONE (21), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTY-ONE (31) WEST, BENTON COUNTY, ARKANSAS, BEING MORE PRACTICALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION TWENTY-ONE (21), SAID POINT BEING IN PIERCY ROAD AND FROM WHICH A ½" REFERENCE IRON BEARS SOUTH 02°30'39"W 28.93 FEET FROM SAID CORNER; THENCE SOUTH 2°30'39" WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) A DISTANCE OF 363.47 FEET TO A POINT; THENCE LEAVING SAID EAST LINE NORTH 87°23'03" WEST A DISTANCE OF 1,313.57 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4); THENCE ALONG THE SAID WEST LINE NORTH 2°36'57" EAST A DISTANCE OF 367.34 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4); THENCE ALONG SAID NORTH LINE SOUTH 87°12'55" EAST A DISTANCE OF 1,312.91 FEET TO THE POINT OF BEGINNING. CONTAINING 11.01 ACRES (479,867 SQUARE FEET) MORE OR LESS. THE ABOVE DESCRIBED 11.01 ACRE TRACT BEING SUBJECT TO THE RIGHT-OF-WAY OF PIERCY ROAD ALONG THE ENTIRE NORTH BOUNDARY.

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held December 6, 2022 in the Council Chambers of the City of Bentonville;

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

**WHEREAS**, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of A-1, AGRICULTURAL to R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of A-1, AGRICULTURAL to R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

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

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

**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

**APPROVED:**

**ATTEST:**

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

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



## Agenda Item Form

|                              |               |
|------------------------------|---------------|
| Date of City Council Meeting | 12/13/2022    |
| Department                   | Planning      |
| Submitted by                 | Shelli Kerr   |
| Phone                        | (479)271-6822 |

|                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                       |                                        |                                    |                                                |                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|------------------------------------|------------------------------------------------|------------------------------------|
| Item Type: (Check Applicable Item Type)                                                                                                                                                                                                                                                                                                                                                                                          |                                       |                                        |                                    |                                                |                                    |
| <input type="checkbox"/> Budget Adjustment                                                                                                                                                                                                                                                                                                                                                                                       | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| Recommendation/Suggested Action (Enter recommendation in space below):                                                                                                                                                                                                                                                                                                                                                           |                                       |                                        |                                    |                                                |                                    |
| <p>A resolution to support the temporary installation of artwork titled "Double Slit Skyline" by artist Dewayne Hughes in Park Springs Park. The artwork was selected by the Public Art Advisory Committee and approved by the Parks and Recreation Advisory Board. There is no cost to display the artwork and Visit Bentonville is funding the cost of the artist's travel, lodging and installation costs. Memo attached.</p> |                                       |                                        |                                    |                                                |                                    |

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



# MEMO



To: Mayor Stephanie Orman and Bentonville City Council  
From: Shelli Kerr, AICP, Comprehensive Planning Manager  
On behalf of: Bentonville Public Art Advisory Committee  
CC date: December 13, 2022  
RE: **Public Art “Double Slit Skyline” in Park Springs Park**

The Bentonville Public Art Advisory Committee (PAAC) is seeking approval to install public art titled “*Double Slit Skyline*” by Dewayne Hughes for a temporary display in Park Springs Park.

Public Art Advisory Committee (PAAC) member Grant Cottrell reached out to artist Dewayne Hughes, a Texas sculptor, about displaying his artwork temporarily at the corner at Park Springs Park, the southwest corner of the intersection of NW A Street and Tiger Boulevard. Mr. Hughes offered two pieces that he would allow the city to display temporarily. At their October 11, 2022 meeting, the PAAC selected Double Slit Skyline noting a good fit with the setting and an appropriate scale. The PAAC has identified this display site for temporarily installations with a theme of “temporary contemporary” and this artwork aligns with the goal for this site.

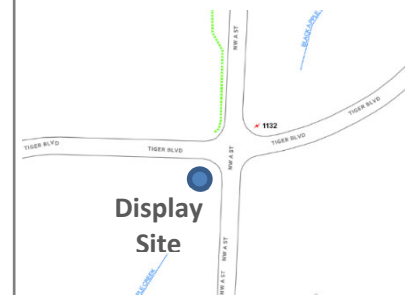
This artwork is a 16’x5’x5’ steel sculpture designed in 2018. It references the quantum mechanical double slit experiment that helped determine that outcome is based on perspective. The artist tried to recreate the concept formally by framing two adjacent perspectives of the world around us.

This will be a temporary display, a minimum of one year. Mr. Hughes is asking only for the cost of transportation and lodging to install and de-install the artwork. He is not charging a lease to display his artwork. Visit Bentonville has agreed to fund the transportation, lodging and installation costs.

Proposed Artwork  
*Double Slit Skyline*



Display Site  
Corner at Park Springs Park





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

**A RESOLUTION ENDORSING THE TEMPORARY INSTALLATION OF  
ARTWORK TITLED “DOUBLE SLIT SKYLINE”, BY ARTIST DEWAYNE  
HUGHES, ON PUBLIC PROPERTY AT PARK SPRINGS PARK; AND FOR  
OTHER PURPOSES.**

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

**WHEREAS**, the Public Arts Advisory Committee recommended approval of said artwork and installation location on October 11, 2022;

**WHEREAS**, the Parks and Recreation Advisory Board also recommended approval of said artwork and installation location on December 5, 2022; and

**WHEREAS**, the artwork will be on temporary display at no charge to the City.

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

Section 1: The City Council of the City of Bentonville, Arkansas hereby endorses the installation of temporary artwork titled “Double Slit Skyline”, by artist Dewayne Hughes, to be located on public property at Park Springs Park;

Section 2: This art installation is temporary with the artists travel and lodging costs funded by Visit Bentonville;

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

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

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

**APPROVED:**

\_\_\_\_\_  
**STEPHANIE ORMAN, Mayor**

**Attest:**

\_\_\_\_\_  
**KIRBY ROMINES, City Clerk**



## Agenda Item Form

|                              |                   |
|------------------------------|-------------------|
| Date of City Council Meeting | 12/13/2022        |
| Department                   | Inventory Control |
| Submitted by                 | Travis Matlock    |
| Phone                        | 479 271-3145      |

|                                                                                                                                                                                                                                                                        |                                       |                                        |                                    |                                                |                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|------------------------------------|------------------------------------------------|-----------------------------------------------|
| <b>Item Type: (Check Applicable Item Type)</b>                                                                                                                                                                                                                         |                                       |                                        |                                    |                                                |                                               |
| <input type="checkbox"/> Budget Adjustment                                                                                                                                                                                                                             | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Resolution | <input checked="" type="checkbox"/> Bid Award |
| <b>Recommendation/Suggested Action (Enter recommendation in space below):</b>                                                                                                                                                                                          |                                       |                                        |                                    |                                                |                                               |
| Resolution and Bid award of IFB#22-94 for various street material in 2023 to the lowest bidder as shown on the attached bid tabulation in the amount of \$390,600.00 plus applicable taxes. Items will be ordered on 'as needed' basis. Approved by Utility Board 4-0. |                                       |                                        |                                    |                                                |                                               |

|                                                                                  |                                                                     |
|----------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Estimated Cost                                                                   | \$390,600.00                                                        |
| Is this Item Budgeted?                                                           | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| If no, please explain how item will be funded (briefly explain in space below) : |                                                                     |
|                                                                                  |                                                                     |



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# **M E M O R A N D U M**

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**DATE:**     **DECEMBER 13, 2022**

**TO:**        **City Council, Mayor Orman**

**FROM:**    Travis Matlock, Engineer Utility Director

**RE:**        **Street material bid #IFB-22-94**

The City of Bentonville recommends awarding IFB #22-94 for various street materials in the total amount \$390,600.00 plus applicable taxes. The low bid for these items is as follows:

Emery in the amount of \$75,000.00

Benton County Stone in the amount of \$165,600.00

Hunt Rogers Materials in the amount of \$150,000.00

Approved by Utility Board 4-0.

**CITY OF BENTONVILLE**  
**1-year Blanket Bid**  
**Street Materials**

Bid No. 22-94

| YEARLY<br>QUANTITY | UNIT | DESCRIPTION                                                                            | UNIT PRICE WITH<br>HAUL CHARGE | EXTENSION    |                 |             |
|--------------------|------|----------------------------------------------------------------------------------------|--------------------------------|--------------|-----------------|-------------|
| 10,000             | TON  | <b>Our # 7008</b><br>SB2/CLASS 7 BASE<br><u>Hunt Rogers Materials</u>                  | \$15.00                        | \$150,000.00 | BCS<br>\$15.50  | Emery<br>NQ |
| 8,000              | TON  | <b>Our # 7005</b><br>CHAT 3/4" CLASS 67 BEDDING MATERIAL<br><u>Benton County Stone</u> | \$19.05                        | \$152,400.00 | Hunt<br>\$23.00 | Emery<br>NQ |
| 800                | TON  | <b>Our # 7004</b><br>B-STONE (LARGE ROCK FOR DRAINAGE)<br><u>Benton County Stone</u>   | \$16.50                        | \$13,200.00  | Hunt<br>\$18.50 | Emery<br>NQ |
| 500                | TON  | <b>Our # 7007</b><br>PREMIX<br><u>Emery</u>                                            | \$150.00                       | \$75,000.00  | BSC<br>NQ       | Hunt<br>NQ  |
|                    |      | TOTAL BID COST                                                                         |                                |              |                 |             |

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

**A RESOLUTION AWARDDING BID IFB 22-94 TO EMERY, BENTON COUNTY STONE AND HUNT ROGERS MATERIALS FOR THE PURCHASE OF VARIOUS STREET MATERIALS, IN THE AMOUNT OF THREE HUNDRED NINETY THOUSAND SIX HUNDRED DOLLARS (\$390,600.00); AND FOR OTHER PURPOSES.**

**WHEREAS**, Emery, Benton County Stone and Hunt Rogers Materials are the lowest qualified bidders for bid IFB-22-94;

**WHEREAS**, this contract covers the purchase of various street materials that will be ordered on an 'as needed' basis; and

**WHEREAS**, this is a budgeted item.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Emery, Benton County Stone and Hunt Rogers Materials for the purchase of various street materials, in the amount of three hundred ninety thousand six hundred dollars (\$390,600.00);

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

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

**PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

**APPROVED:**

\_\_\_\_\_  
**Stephanie Orman, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Kirby Romines, CITY CLERK**



## Agenda Item Form

|                              |                   |
|------------------------------|-------------------|
| Date of City Council Meeting | 12/13/2022        |
| Department                   | Inventory Control |
| Submitted by                 | Travis Matlock    |
| Phone                        | 479 271-3145      |

|                                                                                                                                                                                                                                                                                             |                                       |                                        |                                    |                                                |                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|------------------------------------|------------------------------------------------|-----------------------------------------------|
| Item Type: (Check Applicable Item Type)                                                                                                                                                                                                                                                     |                                       |                                        |                                    |                                                |                                               |
| <input type="checkbox"/> Budget Adjustment                                                                                                                                                                                                                                                  | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Resolution | <input checked="" type="checkbox"/> Bid Award |
| Recommendation/Suggested Action (Enter recommendation in space below):                                                                                                                                                                                                                      |                                       |                                        |                                    |                                                |                                               |
| Resolution and Bid award of IFB#22-93 for various water/sewer material for January - June 2023 to the lowest bidder as shown on the attached bid tabulation in the amount of \$915,645.27 plus applicable taxes. Items will be ordered on 'as needed' basis. Approved by Utility Board 4-0. |                                       |                                        |                                    |                                                |                                               |

|                                                                                  |                                                                     |
|----------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Estimated Cost                                                                   | \$915,645.27                                                        |
| Is this Item Budgeted?                                                           | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| If no, please explain how item will be funded (briefly explain in space below) : |                                                                     |



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# **M E M O R A N D U M**

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**DATE:**     **DECEMBER 13, 2022**

**TO:**        **City Council, Mayor Orman**

**FROM:**    Travis Matlock, Electric Utility Director

**RE:**        **Water/Sewer material bid #IFB-22-93**

The City of Bentonville recommends awarding IFB #22-93 for various water/sewer material for January – June 2023 in the total amount \$915,645.27 plus applicable taxes. The low bid for these items are as follows:

Ferguson Waterworks in the amount of \$130,520.85  
Northwest Arkansas Winwater in the amount of \$785,124.42

Approved by Utility Board 4-0.



| ITEM | YEARS QNTY. |  | UNIT | PART NO. | DESCRIPTION                                      | FERGUSON   | WINWATER   |
|------|-------------|--|------|----------|--------------------------------------------------|------------|------------|
| 1    | 3           |  | EA   | 4247     | FIRY HYRDANT 5-1/4X3' 6" MJ SHOE AVK/CLOW        | \$2,790.00 | \$2,625.00 |
| 2    | 3           |  | EA   | 4246     | FIRY HYRDANT 5-1/4X3-1/2' 6" MJ SHOE AVK/CLOW    | \$2,859.00 | \$2,685.00 |
| 3    | 3           |  | EA   | 4249     | FIRE HYDRANT 5-1/4X4' 6" MJ SHOE AVK/CLOW        | \$2,927.00 | \$2,750.00 |
| 4    | 3           |  | EA   | 4248     | FIRE HYDRANT 5-1/4X4-1/2' 6" MJ SHOE AVK/CLOW    | \$2,995.00 | \$2,815.00 |
| 5    | 3           |  | EA   | 4251     | FIRE HYDRANT 5-1/4X5' 6" MJ SHOE AVK/CLOW        | \$3,063.00 | \$2,875.00 |
| 6    | 3           |  | EA   | 4250     | FIRE HYDRANT 5-1/4X5-1/2' 6" MJ SHOE AVK/CLOW    | \$3,130.00 | \$2,940.00 |
| 7    | 2           |  | EA   | 4234     | FIRE HYDRANT 5-1/4X6' 6" MJ SHOW AVK/CLOW        | \$3,199.00 | \$3,005.00 |
| 8    | 30,000      |  | FT   | 4543     | TRACER WIRE 10 THHN SOLID COPPER                 | \$1.47     | \$0.20     |
| 9    | 60          |  | EA   | 4010     | 6" ACCESSORY MJ BOLT/GASKET ONLY                 | \$31.75    | \$31.72    |
| 10   | 150         |  | EA   | 4011     | 8" ACCESSORY MJ BOLT/GASKET ONLY                 | \$35.75    | \$35.65    |
| 11   | 20          |  | EA   | 4008     | 12" ACCESSORY MJ BOLT/GASKET ONLY                | \$49.25    | \$49.32    |
| 12   | 10          |  | EA   | 4016     | 6" ACCESSORY MJ 'WITH' GLAND                     | \$27.75    | \$27.82    |
| 13   | 10          |  | EA   | 4017     | 8" ACCESSORY MJ 'WITH' GLAND                     | \$32.50    | \$32.52    |
| 14   | 5           |  | EA   | 4316     | 6" DI GLAND RETAINER FORD#UFR1400D-D6 (SER 1400) | \$30.75    |            |
| 15   | 5           |  | EA   | 4317     | 8" DI GLAND RETAINER FORD#UFR1400-D8 (SER 1400)  | \$46.50    |            |
| 16   | 5           |  | EA   | 4315     | 6" DI GLAND RETAINER EBAA MEGALUG 1100 SERIES    | \$29.45    | \$36.15    |
| 17   | 30          |  | EA   | 4306     | 6" CIRCLE-LOCK C-900 FORD#UFR1500-C-6            | \$43.55    | \$45.70    |
| 18   | 100         |  | EA   | 4307     | 8" CIRCLE-LOCK C-900 FORD#UFR1500-C-8            | \$57.50    | \$67.62    |
| 19   | 30          |  | EA   | 4308     | 12" CIRCLE-LOCK C-900 FORD#UFR1500-C-12          | \$114.00   | \$134.38   |

Ferguson low total

Winwater low total

\$7,875.00

\$8,055.00

\$8,250.00

\$8,445.00

\$8,625.00

\$8,820.00

\$6,010.00

\$6,000.00

\$1,903.20

\$5,347.50

\$985.00

\$277.50

\$325.00

\$153.75

\$232.50

\$147.25

\$1,306.50

\$5,750.00

\$3,420.00

|           |     |  |    |      |                                                                  |                 |                 |             |
|-----------|-----|--|----|------|------------------------------------------------------------------|-----------------|-----------------|-------------|
| <b>20</b> | 20  |  | EA | 4038 | ANCHOR COUPLING 6" MJ X 13" FUSION BOND EPOXY COATED US          | <b>\$229.50</b> | <b>\$216.85</b> | \$4,337.00  |
| <b>21</b> | 20  |  | EA | 4035 | ANCHOR COUPLING 8" MJ X 13" FUSION BOND EPOXY COATED US          | <b>\$327.25</b> | <b>\$310.08</b> | \$6,201.60  |
| <b>22</b> | 10  |  | EA | 4036 | ANCHOR COUPLING 12" MJ X 13" FUSION BOND EPOXY COATED US         | <b>\$953.00</b> | <b>\$903.15</b> | \$9,031.50  |
| <b>23</b> | 20  |  | EA | 4077 | BEND 8" 45 MJ DI FUSION BOND EPOXY COATED                        | <b>\$228.75</b> | <b>\$215.80</b> | \$4,316.00  |
| <b>24</b> | 6   |  | EA | 4074 | BEND 8" 11-1/4 MJ DI FUSION BOND EPOXY COATED                    | <b>\$203.50</b> | <b>\$192.65</b> | \$1,155.90  |
| <b>25</b> | 6   |  | EA | 4205 | ELL 6" MJ DI FUSION BOND EPOXY COATED                            | <b>\$200.00</b> | <b>\$189.45</b> | \$1,136.70  |
| <b>26</b> | 6   |  | EA | 4207 | ELL 8" MJ DI FUSION BOND EPOXY COATED                            | <b>\$287.00</b> | <b>\$271.70</b> | \$1,630.20  |
| <b>27</b> | 6   |  | EA | 4538 | TEE ANCHOR 6X6X6 MJ DI EPOXY COATED FUSION BOND                  | <b>\$324.00</b> | <b>\$306.30</b> | \$1,837.80  |
| <b>28</b> | 10  |  | EA | 4540 | TEE ANCHOR 8X8X8 MJ DI EPOXY COATED FUSION BOND                  | <b>\$559.25</b> | <b>\$529.45</b> | \$5,294.50  |
| <b>29</b> | 15  |  | EA | 4539 | TEE ANCHOR 8X8X6 MJ DI EPOXY COATED FUSION BOND                  | <b>\$479.75</b> | <b>\$453.68</b> | \$6,805.20  |
| <b>30</b> | 4   |  | EA | 4536 | TEE ANCHOR 12X12X6 MJ DI EPOXY COATED FUSION BOND                | <b>\$705.50</b> | <b>\$667.35</b> | \$2,669.40  |
| <b>31</b> | 4   |  | EA | 4537 | TEE ANCHOR 12X12X8 MJ DI EPOXY COATED FUSION BOND                | <b>\$797.50</b> | <b>\$754.75</b> | \$3,019.00  |
| <b>32</b> | 6   |  | EA | 4535 | TEE 8X8X6 EPOXY COATED FUSION BOND                               | <b>\$352.75</b> | <b>\$333.65</b> | \$2,001.90  |
| <b>33</b> | 4   |  | EA | 4522 | TEE 12X12X12 EPOXY COATED FUSION BOND                            | <b>\$891.25</b> | <b>\$844.20</b> | \$3,376.80  |
| <b>34</b> | 6   |  | EA | 4117 | CAP 6" MJ DI EPOXY COATED FUSION BOND                            | <b>\$97.75</b>  | <b>\$91.55</b>  | \$549.30    |
| <b>35</b> | 8   |  | EA | 4120 | CAP 8" MJ DI EPOXY COATED FUSION BOND                            | <b>\$147.75</b> | <b>\$138.95</b> | \$1,111.60  |
| <b>36</b> | 4   |  | EA | 4109 | CAP 12" MJ DI EPOXY COATED FUSION BOND                           | <b>\$232.00</b> | <b>\$218.95</b> | \$875.80    |
| <b>37</b> | 6   |  | EA | 4457 | REDUCER 8X6 MJ DI EPOXY COATED FUSION BOND                       | <b>\$185.75</b> | <b>\$175.80</b> | \$1,054.80  |
| <b>38</b> | 6   |  | EA | 4497 | SOLID SLEEVE 6X12 MJ EPOXY COATED FUSION BOND WITH ACCESSORIES   | <b>\$174.00</b> | <b>\$164.20</b> | \$985.20    |
| <b>39</b> | 15  |  | EA | 4498 | SOLID SLEEVE 8X12 MJ EPOXY COATED FUSION BOND WITH ACCESSORIES   | <b>\$229.00</b> | <b>\$215.80</b> | \$3,237.00  |
| <b>40</b> | 6   |  | EA | 4493 | SOLID SLEEVE 12"X12" MJ FUSION BONDED EXPOXY COATED WITHOUT ACC. | <b>\$431.50</b> | <b>\$408.42</b> | \$2,450.52  |
| <b>41</b> | 300 |  | EA | 4390 | 18" BROOKS METER TILE #22HFX1802KS                               | <b>\$56.00</b>  | <b>\$51.00</b>  | \$15,300.00 |
| <b>42</b> | 200 |  | EA | 4364 | 1-HOLE METER TILE LID FOR 18" BROOKS METER TILE                  | <b>\$33.50</b>  | <b>\$31.55</b>  | \$6,310.00  |

|    |     |  |    |      |                                                            |            |            |             |             |
|----|-----|--|----|------|------------------------------------------------------------|------------|------------|-------------|-------------|
| 43 | 200 |  | EA | 4365 | 2-HOLD METER TILE LID FOR 18" BROOKS METER TILE            | \$41.75    | \$39.20    |             | \$7,840.00  |
| 44 | 100 |  | EA | 4391 | 30 X 36 LARGE METER TILE MID-STATES #MSP30X36              | \$290.00   | \$260.00   |             | \$26,000.00 |
| 45 | 100 |  | EA | 4392 | 30" METER TILE RING/LID 'TEXAS SPECIAL' E.J.I.W.           | \$190.50   | \$180.35   |             | \$18,035.00 |
| 46 | 50  |  | EA | 4389 | 24" VALVE COVER EXTENSION TYLER #60 6850 SERIES            | \$82.00    | \$77.80    |             | \$3,890.00  |
| 47 | 50  |  | EA | 4558 | 18" VALVE COVER EXTENSION TYLER #59 6850 SERIES            | \$81.00    | \$76.92    |             | \$3,846.00  |
| 48 | 200 |  | EA | 4555 | 5-1/4 VALVE BOX COVER LID                                  | \$19.50    | \$18.55    |             | \$3,710.00  |
| 49 | 200 |  | EA | 4561 | VALVE COVER TOP SHORT 10-T                                 | \$48.50    | \$45.95    |             | \$9,190.00  |
| 50 | 200 |  | EA | 4560 | VALVE COVER BOTTOM SHORT 15-B                              | \$59.75    | \$56.60    |             | \$11,320.00 |
| 51 | 200 |  | EA | 4563 | VALVE COVER TOP TALL 16-T                                  | \$71.75    | \$68.05    |             | \$13,610.00 |
| 52 | 200 |  | EA | 4562 | VALVE COVER BOTTOM TALL 24-B                               | \$77.50    | \$73.40    |             | \$14,680.00 |
| 53 | 200 |  | EA | 4557 | VALVE BOX RISER 5-1/4 X 2-1/4 TYLER #145547                | \$24.25    | \$23.75    |             | \$4,750.00  |
| 54 | 200 |  | EA | 4556 | VALVE BOX PAD FORMED CEMENT                                | \$30.00    |            | \$6,000.00  |             |
| 55 | 5   |  | EA | 4566 | 6" GATE VALVE MJ MOD#2500 AMER. FLOW CONTROL SEAT EPOXY    | \$845.00   | \$855.00   | \$4,225.00  |             |
| 56 | 10  |  | EA | 4567 | 8" GATE VALVE MJ MOD#2500 AMER. FLOW CONTROL SEAT EPOXY    | \$1,345.00 | \$1,400.00 | \$13,450.00 |             |
| 57 | 4   |  | EA | 4564 | 12" GATE VALVE MJ MOD#2500 AMER. FLOW CONTROL SEAT EPOXY   | \$3,985.00 | \$2,675.00 |             | \$10,700.00 |
| 58 | 2   |  | EA | 4571 | 6" TAP VALVE MOD#2500 AMER. FLOW TRUE TAP                  | \$1,178.00 | \$1,190.00 | \$2,356.00  |             |
| 59 | 4   |  | EA | 4572 | 8" TAP VALVE MOD#2500 AMER. FLOW TRUE TAP                  | \$1,738.00 | \$1,768.00 | \$6,952.00  |             |
| 60 | 4   |  | EA | 4569 | 12" TAP VALVE MOD#2500 AMER. FLOW TRUE TAP                 | \$2,650.00 | \$4,025.00 | \$10,600.00 |             |
| 61 | 4   |  | EA | 4129 | COMP. COUPLING 4"X 7" CI 6.90-7.22 S/B# 441-00000510-900   | \$85.75    | \$81.05    |             | \$324.20    |
| 62 | 4   |  | EA | 4144 | COMP. COUPLING 8" X 12" CI 9.05-9.45 S/B# 442-09850945-400 | \$311.50   | \$294.75   |             | \$1,179.00  |
| 63 | 60  |  | EA | 4128 | COMP. COUPLING 2"X6" S/B# 525-23800-003                    | \$25.00    | \$23.85    |             | \$1,431.00  |
| 64 | 48  |  | EA | 4475 | SADDLE 6X1 CC D.S. FORD #F202-760X-CC4                     | \$38.25    | \$69.95    | \$1,836.00  |             |

|    |     |  |    |      |                                                                                                                               |                   |                 |            |              |
|----|-----|--|----|------|-------------------------------------------------------------------------------------------------------------------------------|-------------------|-----------------|------------|--------------|
| 65 | 48  |  | EA | 4476 | SADDLE 6X1 <b>SS</b> FORD #FC202-690-CC4                                                                                      | <b>\$80.75</b>    | <b>\$99.85</b>  | \$3,876.00 |              |
| 66 | 48  |  | EA | 4478 | SADDLE 6X2 <b>SS</b> FORD #FC202-690-IP7                                                                                      | <b>\$87.00</b>    | <b>\$108.45</b> | \$4,176.00 |              |
| 67 | 48  |  | EA | 4482 | SADDLE 8X1 CC <b>D.S.</b> FORD F#202-979X-CC4                                                                                 | <b>\$41.75</b>    | <b>\$72.30</b>  | \$2,004.00 |              |
| 68 | 90  |  | EA | 4483 | SADDLE 8X1 <b>SS</b> FORD #FC202-905-CC4                                                                                      | <b>\$93.50</b>    | <b>\$116.15</b> | \$8,415.00 |              |
| 69 | 40  |  | EA | 4485 | SADDLE 8X2 <b>SS</b> FORD #FC202-905-IP7                                                                                      | <b>\$93.50</b>    | <b>\$123.80</b> | \$3,740.00 |              |
| 70 | 30  |  | EA | 4461 | SADDLE 12X1 CC <b>D.S.</b> FORD F#202-14.38X-CC4                                                                              | <b>\$64.75</b>    | <b>\$111.32</b> | \$1,942.50 |              |
| 71 | 30  |  | EA | 4460 | SADDLE 12X1 <b>SS</b> FORD #FC202-1320-CC4                                                                                    | <b>\$116.25</b>   | <b>\$162.95</b> | \$3,487.50 |              |
| 72 | 6   |  | EA | 4462 | SADDLE 12X2 <b>SS</b> FORD #FC202-1320-IP7                                                                                    | <b>\$130.75</b>   | <b>\$174.82</b> | \$784.50   |              |
| 73 | 6   |  | EA | 4463 | SADDLE 12X2 <b>D.S.</b> FORD #F202-1438-IP7                                                                                   | <b>\$82.00</b>    | <b>\$124.45</b> | \$492.00   |              |
| 74 | 6   |  | EA | 4356 | LEAK CLAMP 6X7-1/2 S/B #227-00069007-000<br>6.84-7.64                                                                         | <b>\$139.00</b>   | <b>\$131.85</b> |            | \$791.10     |
| 75 | 6   |  | EA | 4353 | LEAK CLAMP 6X12-1/2 S/B #227-00069012-000<br>6.84 -7.64                                                                       | <b>\$238.50</b>   | <b>\$225.95</b> |            | \$1,355.70   |
| 76 | 240 |  | EA | 4325 | LEAK CLAMP 1/2 X 3 SS/FC GASKET S/B#244-<br>00008403-000                                                                      | <b>\$24.55</b>    | <b>\$24.55</b>  | \$5,892.00 | \$5,892.00   |
| 77 | 480 |  | EA | 4347 | LEAK CLAMP 3/4 X 3 SS/FC GASKET S/B#244-<br>010503-000                                                                        | <b>\$24.95</b>    | <b>\$24.90</b>  |            | \$11,952.00  |
| 78 | 6   |  | EA | 4141 | COMP. COUPLING 6" S/B#442-07650722-400<br>PLASTIC TO AC 7.65-7.22                                                             | <b>\$225.00</b>   | <b>\$212.65</b> |            | \$1,275.90   |
| 79 | 6   |  | EA | 4145 | COMP. COUPLING TRANS 8" S/B#441-09850945-<br>900 PLASTIC TO AC 9.05-945, 9.46-9.85 SHORT                                      | <b>\$157.50</b>   | <b>\$150.35</b> |            | \$902.10     |
| 80 | 6   |  | EA | 4146 | S/B#4411401350900 PLASTIC TO AC 13.20-13.50<br>14.21-14.40                                                                    | <b>\$242.50</b>   | <b>\$229.55</b> |            | \$1,377.30   |
| 81 | 50  |  | EA | 4573 | WATER PLUG/PREDCO/FOSROC CEMENT 50LB.<br>PAIL                                                                                 | <b>\$32.50</b>    | <b>\$30.00</b>  |            | \$1,500.00   |
| 82 | 800 |  | EA | 4388 | METER SET 5/8X3/4X7 WITHOUT CHECK B-2404F WITH H-<br>14222N AND H-14227N or AY MC 720-207-WXLL 33 W/720-<br>D3ASY & 720-Q3ASY | <b>\$165.50</b>   | <b>\$126.05</b> |            | \$100,840.00 |
| 83 | 100 |  | EA | 4386 | METER SET 1 X 10 B-2404F WITH H-14222N AND<br>H-14227N                                                                        | <b>\$282.50</b>   | <b>\$246.35</b> |            | \$24,635.00  |
| 84 | 100 |  | EA | 4387 | METER SET 2" VV7712B-1177NL WITH BYPASS<br>or AY MC 720-B712WWFF 775                                                          | <b>\$1,060.00</b> | <b>\$975.20</b> |            | \$97,520.00  |
| 85 | 400 |  | EA | 4031 | ADAPTER MALE LF 1" MUELLER H-15428N or AY<br>MC 74753Q 1                                                                      | <b>\$19.75</b>    | <b>\$19.42</b>  |            | \$7,768.00   |

|            |     |  |    |      |                                                                                 |                 |                 |             |             |
|------------|-----|--|----|------|---------------------------------------------------------------------------------|-----------------|-----------------|-------------|-------------|
| <b>86</b>  | 100 |  | EA | 4034 | ADAPTER MALE LF 3/4" MUELLER H-15428N or AY MC 74753Q 3/4                       | <b>\$16.75</b>  | <b>\$16.40</b>  |             | \$1,640.00  |
| <b>87</b>  | 400 |  | EA | 4033 | ADAPTER MALE LF 3/4" X 110 COMP X 1" MIP MUELLER H-15428N or AY MC 74753Q 3/4X1 | <b>\$18.25</b>  | <b>\$17.88</b>  |             | \$7,152.00  |
| <b>88</b>  | 400 |  | EA | 4030 | ADAPTER MALE LF 1" X 3/4" MUELLER H-15428N or AY MC 74753Q 1X3/4                | <b>\$17.25</b>  | <b>\$18.12</b>  | \$6,900.00  |             |
| <b>89</b>  | 400 |  | EA | 4032 | ADAPTER MALE LF 2" 110 COMP X 2" MIP MUELLER H-15428N or AY MC 74753Q 2         | <b>\$79.50</b>  | <b>\$77.55</b>  |             | \$31,020.00 |
| <b>90</b>  | 300 |  | EA | 4169 | COUPLING LF 3/4" 110 COMP MUELLER H-15403N or AY MC 74758Q 3/4                  | <b>\$20.50</b>  | <b>\$19.98</b>  |             | \$5,994.00  |
| <b>91</b>  | 400 |  | EA | 4168 | COUPLING LF 1" 110 COMP MUELLER H-15403N or AY MC 74758Q 1                      | <b>\$22.25</b>  | <b>\$24.10</b>  |             | \$9,640.00  |
| <b>92</b>  | 50  |  | EA | 4165 | COUPLING GALV/PVC 3/4" FORD #C-45-33NL or AY MC 74758Q 55 3/4                   | <b>\$22.75</b>  | <b>\$22.15</b>  |             | \$1,107.50  |
| <b>93</b>  | 50  |  | EA | 4166 | COUPLING GALV/PVC 1" FORD #C-45-44NL or AY MC 74758Q 55 1                       | <b>\$30.75</b>  | <b>\$29.68</b>  |             | \$1,484.00  |
| <b>94</b>  | 50  |  | EA | 4167 | COUPLING GALV/PVC 3/4" X 1" FORD #C-45-43NL or AY MC 74758Q 55 3/4X1            | <b>\$25.75</b>  | <b>\$24.85</b>  |             | \$1,242.50  |
| <b>95</b>  | 50  |  | EA | 4172 | COUPLING ST. 3/4" X 1" FORD #C-44-34NL or AY MC 74758-22 1X3/4                  | <b>\$24.00</b>  | <b>\$23.20</b>  |             | \$1,160.00  |
| <b>96</b>  | 50  |  | EA | 4158 | COUPLING 2" BRASS FORD C-44-77NL or AY MC 74758Q 2                              | <b>\$106.75</b> | <b>\$102.95</b> |             | \$5,147.50  |
| <b>97</b>  | 50  |  | EA | 4383 | METER CPLG. LF 5/8" 110 COMP - 5/8X3/4X3/4 MUELLER H-14227N or AY MC 720-Q3ASY  | <b>\$16.75</b>  | <b>\$18.85</b>  | \$837.50    |             |
| <b>98</b>  | 400 |  | EA | 4210 | ELL LF 110 COMP. 1" MUELLER H-15526N or AY MC 74761Q 1                          | <b>\$32.25</b>  | <b>\$33.18</b>  | \$12,900.00 |             |
| <b>99</b>  | 200 |  | EA | 4212 | ELL LF 110 COMP. 3/4" MUELLER H-15526N or AY MC 74761Q 3/4                      | <b>\$25.00</b>  | <b>\$25.78</b>  | \$5,000.00  |             |
| <b>100</b> | 50  |  | EA | 4153 | CORP COCK LF 3/4" 300 PSI CCX110 COMP MUELLER H-B-25008N or AY MC 74701BQ 3/4   | <b>\$52.75</b>  | <b>\$52.85</b>  | \$2,637.50  |             |
| <b>101</b> | 600 |  | EA | 4152 | CORP COCK LF 1" 300 PSI CCX110 COMP MUELLER H-B-25008N or AY MC 74701BQ 1       | <b>\$69.50</b>  | <b>\$64.72</b>  |             | \$38,832.00 |
| <b>102</b> | 400 |  | EA | 4549 | U-BRANCH LF 1X3/4X7-1/2 MUELLER H-15363N or AY MC 7084QM                        | <b>\$48.25</b>  | <b>\$48.20</b>  |             | \$19,280.00 |
| <b>103</b> | 200 |  | EA | 4554 | VALVE BALL 2" FORD #B-11-777WNL or AY MC 76101 2                                | <b>\$275.50</b> | <b>\$275.05</b> |             | \$55,010.00 |
| <b>104</b> | 20  |  | EA | 4063 | BEND 4" 22-1/2 SDR-26 GXG HEAVY WALL SEWER                                      | <b>\$30.25</b>  | <b>\$18.92</b>  |             | \$378.40    |
| <b>105</b> | 20  |  | EA | 4067 | BEND 4" 45 SDR-26 GXG HEAVY WALL SEWER                                          | <b>\$22.75</b>  | <b>\$19.42</b>  |             | \$388.40    |
| <b>106</b> | 20  |  | EA | 4068 | BEND 4" 45 SDR-26 GXS HEAVY WALL SEWER                                          | <b>\$21.25</b>  | <b>\$18.52</b>  |             | \$370.40    |
| <b>107</b> | 8   |  | EA | 4078 | BEND 8" 45 SDR-26 GXG HEAVY WALL SEWER                                          | <b>\$104.25</b> | <b>\$114.62</b> | \$834.00    |             |

|            |     |  |    |      |                                                  |                 |                 |
|------------|-----|--|----|------|--------------------------------------------------|-----------------|-----------------|
| <b>108</b> | 8   |  | EA | 4585 | WYE 8X8X8 GXGXS SDR-26 HEAVY WALL SEWER          | <b>\$191.00</b> | <b>\$210.35</b> |
| <b>109</b> | 20  |  | EA | 4583 | WYE 8X8X4 GXGXS SDR-26 HEAVY WALL SEWER          | <b>\$95.00</b>  | <b>\$90.85</b>  |
| <b>110</b> | 6   |  | EA | 4584 | WYE 8X8X6 GXGXS SDR-26 HEAVY WALL SEWER          | <b>\$109.50</b> | <b>\$119.92</b> |
| <b>111</b> | 200 |  | EA | 4490 | SEWER TAP SADDLE TEE 4" ROMAC INDS. #218-4804U   | <b>\$118.75</b> | <b>\$96.25</b>  |
| <b>112</b> | 50  |  | EA | 4370 | MANHOLE RING/LID 250# 24A W.I.W./E.J.I.W./VULCAN | <b>\$283.50</b> | <b>\$268.35</b> |
| <b>113</b> | 50  |  | EA | 4366 | MANHOLE EXTENSION 2" 23-1/2" NO FOREIGN MADE     | <b>\$98.75</b>  | <b>\$93.65</b>  |
| <b>114</b> | 50  |  | EA | 4367 | MANHOLE EXTENSION 4" 23-1/2" NO FOREIGN MADE     | <b>\$188.25</b> | <b>\$178.38</b> |
| <b>115</b> | 50  |  | EA | 4368 | MANHOLE EXTENSION 6" 23-1/2" NO FOREIGN MADE     | <b>\$282.50</b> | <b>\$267.55</b> |
| <b>116</b> | 50  |  | EA | 4371 | MANHOLE SEALANT 'RAM-NECK' 3/4" COILS            | <b>\$6.67</b>   |                 |
| <b>117</b> | 30  |  | EA | 4369 | MANHOLE LID ONLY 250# 24A W.I.W./E.J.I.W./VULCAN | <b>\$122.50</b> | <b>\$116.05</b> |
| <b>118</b> | 3   |  | EA | 4577 | WYE 12"X12"X12" GXGXS HEAVY WALL SEWER           | <b>\$646.50</b> | <b>\$695.52</b> |
| <b>119</b> | 3   |  | EA | 4578 | WYE 12"X12"X4" GXGXS HEAVY WALL SEWER            | <b>\$328.50</b> | <b>\$353.28</b> |
| <b>120</b> | 3   |  | EA | 4060 | BEND 12" 90 ELL GXG HEAVY WALL SEWER             | <b>\$425.50</b> | <b>\$457.85</b> |
| <b>121</b> | 3   |  | EA | 4057 | BEND 12" 45 SDR-26 GXG HEAVY WALL SEWER          | <b>\$319.25</b> | <b>\$342.35</b> |
| <b>122</b> | 3   |  | EA | 4059 | BEND 12" 22-1/2" SDR-26 GXG HEAVY WALL SEWER     | <b>\$302.75</b> | <b>\$325.72</b> |
|            |     |  |    |      |                                                  |                 |                 |
|            |     |  |    |      |                                                  |                 |                 |
|            |     |  |    |      |                                                  |                 |                 |
|            |     |  |    |      |                                                  |                 |                 |
|            |     |  |    |      |                                                  |                 |                 |
|            |     |  |    |      |                                                  |                 |                 |
|            |     |  |    |      |                                                  |                 |                 |

\$1,528.00

\$1,817.00

\$657.00

\$19,250.00

\$13,417.50

\$4,682.50

\$8,919.00

\$13,377.50

\$333.35

\$3,481.50

\$1,939.50

\$985.50

\$1,276.50

\$957.75

\$908.25

\$130,520.85

\$785,124.42

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

**A RESOLUTION AWARDED BID IFB 22-93 TO FERGUSON WATERWORKS AND NORTHWEST ARKANSAS WINWATER FOR THE PURCHASE OF VARIOUS WATER AND SEWER MATERIALS, IN THE AMOUNT OF NINE HUNDRED FIFTEEN THOUSAND SIX HUNDRED FORTY-FIVE DOLLARS AND TWENTY-SEVEN CENTS (\$915,645.27); AND FOR OTHER PURPOSES.**

**WHEREAS**, Ferguson Waterworks & Northwest Arkansas WinWater are the lowest qualified bidders for bid IFB-22-93;

**WHEREAS**, this contract covers the purchase of various water and sewer materials that will be ordered on an 'as needed' basis; and

**WHEREAS**, this is a budgeted item.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Ferguson Waterworks & Northwest Arkansas Winwater for the purchase of various water and sewer materials, in the amount of nine hundred fifteen thousand six hundred forty-five dollars and twenty-seven cents (\$915,645.27);

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

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

**PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

**APPROVED:**

\_\_\_\_\_  
**Stephanie Orman, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Kirby Romines, CITY CLERK**





## Agenda Item Form

|                              |                   |
|------------------------------|-------------------|
| Date of City Council Meeting | 12/13/2022        |
| Department                   | Inventory Control |
| Submitted by                 | Travis Matlock    |
| Phone                        | 479 271-3145      |

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

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

**Ordinance to enter into an agreement and waive the requirements of competitive bidding with Mueller Systems for 5/8" and 1" Hersey water meters for \$600,200.00, plus applicable taxes. Mueller is the supplier for the standard water meter used in the City of Bentonville; due to matching Mueller equipment installed, and purchasing these items direct from the manufacturer, it is not feasible to solicit competitive bids for Mueller Water Meters. Meters will be ordered on an "as needed" basis. Approved by Utility Board 4-0.**

|                |              |
|----------------|--------------|
| Estimated Cost | \$600,200.00 |
|----------------|--------------|

|                        |                                                                     |
|------------------------|---------------------------------------------------------------------|
| Is this Item Budgeted? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
|------------------------|---------------------------------------------------------------------|

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

|  |
|--|
|  |
|--|



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# MEMORANDUM

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**DATE:** December 13, 2022

**TO:** City Council, Mayor Orman

**FROM:** Travis Matlock, Electric Utility Director

**RE:** Mueller Water Meters

City Staff recommends entering into an agreement and waiving the requirements of competitive bidding with Mueller Systems, Inc. for the purchase of 5/8" and 1" Hersey water meters for \$600,200.00, plus applicable taxes. Mueller is the standard supplier for the City of Bentonville Hershey water meters smaller than 2". Due to matching Mueller equipment installed, and purchasing these items direct from the manufacturer, it is not feasible to solicit competitive bids for Mueller Water Meters.

The meters will be ordered on an "as needed" basis for 2023.

Approved by Utility Board 4-0.

# CITY OF BENTONVILLE

501 SW 28th ST.  
BENTONVILLE, AR 72712  
PHONE: (479) 271-3145  
AMY BLOOD

## MUELLER WATER METERS 2023

| ITEM NO. |       | UNIT | OUR PART NO. | DESCRIPTION                                                    | UNIT COST |              |
|----------|-------|------|--------------|----------------------------------------------------------------|-----------|--------------|
| 1        | 1,000 | EA.  | 4377         | METER 5/8 X 3/4 420B, BB, SSR, 5' NODE VOGB237 (with V4 NODES) | \$269.00  | \$269,000.00 |
| 3        | 100   | EA.  | 4375         | METER 1" 452, IB, SSR, 5' NODE VOKS137 (with V4 NODES)         | \$382.00  | \$38,200.00  |
| 4        | 2500  | EA.  | 4586         | MOUNTING KIT MI.NET TTL MS-TTL-A                               | \$17.00   | \$42,500.00  |
| 5        | 1500  | EA.  | 4399         | NODE ONLY 5' WIRE WITH NICOR MSW-NODE6S-1P-05-PO               | \$167.00  | \$250,500.00 |
|          |       |      |              |                                                                |           | \$600,200.00 |
|          |       |      |              |                                                                |           |              |
|          |       |      |              |                                                                |           |              |
|          |       |      |              |                                                                |           |              |
|          |       |      |              |                                                                |           |              |
|          |       |      |              |                                                                |           |              |
|          |       |      |              |                                                                |           |              |
|          |       |      |              |                                                                |           |              |

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

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH MUELLER SYSTEMS FOR THE PURCHASE OF HERSEY WATER METERS, IN THE AMOUNT OF SIX HUNDRED THOUSAND TWO HUNDRED DOLLARS (\$600,200.00), PLUS APPLICABLE TAXES; WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Bentonville Electric Utilities Department currently utilizes Mueller Hersey water meters within the City of Bentonville;

**WHEREAS**, the City of Bentonville Electric Utilities Department has negotiated with Mueller for the purchase of Hersey water meters in order to match current installed equipment;

**WHEREAS**, soliciting bids is not feasible as this equipment is required to match existing equipment throughout the City of Bentonville; and

**WHEREAS**, this purchase will be made on an “as needed” basis using budgeted funds.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement for Hersey water meters from Mueller in the amount of six hundred thousand two hundred dollars (\$600,200.00), plus applicable taxes;

Section 2: Because this equipment matches existing equipment used throughout the City of Bentonville, it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived;

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

Section 4 - Repeal of Conflicting Ordinances: All Ordinances of the City Council, or parts of Ordinances of the City Council, in conflict herewith are hereby repealed to the extent of such conflict.

**PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**STEPHANIE ORMAN, Mayor**

\_\_\_\_\_  
**KIRBY ROMINES, City Clerk**



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# MEMORANDUM

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**DATE:** December 13, 2022

**TO:** City Council, Mayor Orman

**FROM:** Travis Matlock, Electric Utility Director

**RE:** Sensus Water Meters

City Staff recommends entering into an agreement and waiving the requirements of competitive bidding with Core and Main for the purchase of 2" and larger Sensus water meters that are used in the City of Bentonville water system. Sensus is the standard 2" and larger water meter used in the City of Bentonville; due to matching equipment installed, it is not feasible to solicit competitive bids for the Sensus Water Meters. Meters will be ordered on an "as needed" basis.

Approved by Utility Board 4-0.

# CITY OF BENTONVILLE

501 SW 28th ST.  
BENTONVILLE, AR 72712  
PHONE: (479) 271-3145  
AMY BLOOD

## SENSUS WATER METERS 2023

| ITEM NO. | QNTY. | UNIT | OUR PART NO. | DESCRIPTION                 | UNIT COST  |                     |
|----------|-------|------|--------------|-----------------------------|------------|---------------------|
| 1        | 100   | EA   | 4002         | 2" T2 OMNI METER T21G1BA    | \$950.00   | \$95,000.00         |
| 2        | 1     | EA   | 4004         | 3" T2 OMNI METER T31G1BA    | \$1,192.50 | \$1,192.50          |
| 3        | 2     | EA   | 4376         | 4" T2 OMNI METER T41G1AA    | \$2,295.00 | \$4,590.00          |
| 4        | 1     | EA   | 4007         | 6" T2 OMNI METER T61G1AA    | \$4,286.00 | \$4,286.00          |
| 5        | 5     | EA   | 4001         | 2" T2 DROP ASSEMBLY T29G1BA | \$740.00   | \$3,700.00          |
| 8        | 1     | EA   | 4003         | 3" T2 DROP ASSEMBLY T39G1BA | \$867.00   | \$867.00            |
| 9        | 2     | EA   | 4005         | 4" T2 DROP ASSEMBLY T49G1AA | \$890.00   | \$1,780.00          |
| 10       | 2     | EA   | 4006         | 6" T2 DROP ASSEMBLY T69G1AA | \$1,680.00 | \$3,360.00          |
|          |       |      |              |                             |            | <b>\$114,775.50</b> |

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

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO  
ENTER INTO AN AGREEMENT WITH CORE AND MAIN FOR THE  
PURCHASE OF SENSUS WATER METERS IN THE AMOUNT OF ONE  
HUNDRED FOURTEEN THOUSAND SEVEN HUNDRED SEVENTY-FIVE  
DOLLARS AND FIFTY CENTS (\$114,775.50), PLUS APPLICABLE TAXES;  
WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; AND FOR  
OTHER PURPOSES.**

**WHEREAS**, the City of Bentonville Electric Utilities Department currently utilizes Core and Main for Sensus water meters within the City of Bentonville;

**WHEREAS**, the City of Bentonville Electric Utilities Department has negotiated with Core and Main for the purchase of Sensus water meters in order to match current installed equipment;

**WHEREAS**, soliciting bids is not feasible because this equipment is required to match existing equipment throughout the City of Bentonville; and

**WHEREAS**, this purchase will be made on an “as needed” basis using budgeted funds.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement for Sensus water meters from Mueller in the amount of one hundred fourteen thousand seven hundred seventy-five dollars and fifty cents (\$114,775.50), plus applicable taxes;

Section 2: Because this equipment matches existing equipment used throughout the City of Bentonville, it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived;

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

Section 4 - Repeal of Conflicting Ordinances: All Ordinances of the City Council, or parts of Ordinances of the City Council, in conflict herewith are hereby repealed to the extent of such conflict.

**PASSED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2022.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**STEPHANIE ORMAN, Mayor**

\_\_\_\_\_  
**KIRBY ROMINES, City Clerk**





## Agenda Item Form

|                              |                   |
|------------------------------|-------------------|
| Date of City Council Meeting | 12/13/2022        |
| Department                   | Inventory Control |
| Submitted by                 | Travis Matlock    |
| Phone                        | 479 271-3145      |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                       |                                        |                                               |                                     |                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|-----------------------------------------------|-------------------------------------|------------------------------------|
| <b>Item Type: (Check Applicable Item Type)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                       |                                        |                                               |                                     |                                    |
| <input type="checkbox"/> Budget Adjustment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| <b>Recommendation/Suggested Action (Enter recommendation in space below):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                       |                                        |                                               |                                     |                                    |
| <b>Ordinance entering into an agreement and waiving the requirements of competitive bidding with Holophane Lighting for the purchase of decorative lighting in 2023 for \$3,273,090.00 plus applicable taxes. Holophane is the standard decorative lighting fixture used in the City of Bentonville; due to matching equipment installed, and purchasing these items direct from the manufacturer, it is not feasible to solicit competitive bids for Holophane Lighting. Items will be ordered on as "as needed" basis. Approved by Utility Board 4-0.</b> |                                       |                                        |                                               |                                     |                                    |

|                                                                                  |                                                                     |
|----------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Estimated Cost                                                                   | \$3,273,090.00                                                      |
| Is this Item Budgeted?                                                           | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| If no, please explain how item will be funded (briefly explain in space below) : |                                                                     |
|                                                                                  |                                                                     |



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# **M E M O R A N D U M**

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**DATE:** December 13, 2022

**TO:** **City Council, Mayor Orman**

**FROM:** Travis Matlock, Electric Utility Director

**RE:** **Decorative Lighting - Holophane**

The City of Bentonville recommends entering into an agreement and waiving the requirements for competitive bidding for Holophane decorative lighting in the total amount of \$3,273,090.00 plus applicable taxes. Holophane is the standard decorative lighting fixture used in the City of Bentonville; due to matching equipment installed, and purchasing these items direct from the manufacturer, it is not feasible to solicit competitive bids for Holophane Lighting.

These prices are for January-December 2023. The material will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

Approved by Utility Board 4-0.

Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

| ITEM #       | QTY | BEUD Inventory Number | Holophane Part Number                     | Item Description                                                                                                                                                     | Unit \$     | Ext \$        |
|--------------|-----|-----------------------|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|---------------|
| <b>POLES</b> |     |                       |                                           |                                                                                                                                                                      |             |               |
| 1            | 400 | BEN-1745              | WDA 12 F5J 17D C03 BK LAB                 | Wadworth,12', 5" Fluted, Cast Aluminum, Black                                                                                                                        | \$ 1,115.00 | \$ 446,000.00 |
| 2            | 10  | BEN-1742              | NYA 12 F5J 17D C03 BK LAB                 | North Yorkshire, 12', 5" Fluted, Cast Aluminum, 17" Diameter Base, Black                                                                                             | \$ 1,550.00 | \$ 15,500.00  |
| 3            | 10  | BEN-1737              | CHA 12 F5J 16D C03 BK LAB                 | Charleston Series Pole, 12' Tall, 5" Fluted Shaft, 16" Diameter Base, Cast Aluminum, Black Finish                                                                    | \$ 1,550.00 | \$ 15,500.00  |
| 4            | 10  | BEN-1794              | WDA 12 SL4 17D C03 BK LAB                 | SITELINK SL4 SERIES ALUMINUM POLE, 12' TALL, 3"X3" TENON, 17" DIAMETER BASE. FINISHED HOLOPHANE BLACK, WADSWORTH BASE                                                | \$ 1,158.00 | \$ 11,580.00  |
| 5            | 5   | BEN-1793              | WDA 12 SL4 17D C03 BK LAB RP60A ASSY10023 | SITELINK SL4 SERIES ALUMINUM POLE, 12' TALL, 3"X3" TENON, PROVISION FOR RECEPTACLE, 17" DIAMETER BASE. FINISHED HOLOPHANE BLACK                                      | \$ 1,181.00 | \$ 5,905.00   |
| 6            | 5   | BEN-1792              | WDA 08 SL4 17D C03 BK LAB                 | SITELINK SL4 SERIES ALUMINUM POLE, 8' TALL, 3"X3" TENON, 17" DIAMETER BASE. FINISHED HOLOPHANE BLACK, WADSWORTH BASE                                                 | \$ 985.00   | \$ 4,925.00   |
| 7            | 5   | BEN-1791              | CHA 12 SL4 12D PLN BK LAB                 | SITELINK SL4 SERIES ALUMINUM POLE, 12' TALL, PLAIN POLE CAP, 12" DIAMETER BASE. FINISHED HOLOPHANE BLACK, CHARLESTON BASE                                            | \$ 1,511.00 | \$ 7,555.00   |
| 8            | 5   | BEN-1790              | CHA 12 SL4 12D C03 BK LAB                 | SITELINK SL4 SERIES ALUMINUM POLE, 12' TALL, 3"X3" TENON, 12" DIAMETER CHARLESTON BASE. FINISHED HOLOPHANE BLACK.                                                    | \$ 1,511.00 | \$ 7,555.00   |
| 9            | 20  | BEN-1740              | FTA30E1-P9-BK-R                           | FLUTED TAPERED ALUMINUM 10" X .250" X 30' MOUNTING HEIGHT, PROVISION FOR RECEPTACLE, BLACK;                                                                          | \$ 4,711.00 | \$ 94,220.00  |
| 10           | 10  | BEN-1518              | FTA30E1-P9-BK                             | FLUTED TAPERED ALUMINUM 10" X .250" X 30' MOUNTING HEIGHT, BLACK;                                                                                                    | \$ 4,711.00 | \$ 47,110.00  |
| 11           | 10  | BEN-2096              | WDA 12 F5J 17D G12 BK LAB                 | WADSWORTH CAST ALUMINUM POLE, 12' TALL, 5" STRAIGHT FLUTED SHAFT WITH A 4.38"X12" TENON, 17" DIAMETER. BASE. FINISHED HOLOPHANE BLACK. TYPICALLY USED WITH HALLBROOK | \$ 1,115.00 | \$ 11,150.00  |
| 12           | 10  | BEN-1718              | RTS3066BP2NDGR                            | 30FT, 6.6 x 2.4 x 11 Gauge Wall: Tenon 2.38O.D. X 4inch LG., No Drill Pattern, Gray Paint, Less Anchor Bolts.                                                        | \$ 1,500.00 | \$ 15,000.00  |

Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

| ITEM #   | QTY | BEUD Inventory Number | Holophane Part Number                      | Item Description                                                                                                                                                                                                                                                                                        | Unit \$     | Ext \$          |
|----------|-----|-----------------------|--------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----------------|
| 13       | 10  | BEN-1242              | CLS 22 FTB 24D C03 BK LAB RP252A ASSY10024 | COLUMBIA CAST IRON AND STEEL POLE, 22' TALL ROUND TAPERED FLUTED SHAFT WITH A 3"X3" TENON, PROVISION FOR RECEPTACLE, 24" DIAMETER BASE. FINISHED HOLOPHANE BLACK.                                                                                                                                       | \$ 3,989.00 | \$ 39,890.00    |
| 14       | 300 | BEN-1738              | CLS 22 FTB 24D C09 BK LAB                  | COLUMBIA CAST IRON AND STEEL POLE, 22' TALL ROUND TAPERED FLUTED SHAFT WITH A 3"X 9" TENON, 24" DIAMETER BASE. FINISHED HOLOPHANE BLACK. LESS ANCHOR BOLTS                                                                                                                                              | \$ 3,950.00 | \$ 1,185,000.00 |
| 15       | 50  | BEN-1243              | C26CSBU055A                                | COLUMBIA SERIES CAST ALUMINUM CLAMSHELL BASE. 26" DIAMETER, FINISHED HOLOPHANE BLACK. DESIGNED TO FIT AROUND POLE #FTA30E1F1U931C                                                                                                                                                                       | \$ 2,094.00 | \$ 104,700.00   |
| FIXTURES |     |                       |                                            |                                                                                                                                                                                                                                                                                                         |             |                 |
| 16       | 400 | BEN-1584              | GVD3 P40 40K MVOLT MS GL3LU BK PR7 PCLL    | Granville LED Performance Package 40, 4000 Series CCT, Auto-Sensing Voltage (120-277), Modern Style - Swing Open Design, Black, Symmetric Lunar Optic Type V, No Trim, No Finial, No Trim and Clear or No Finial, NEMA Twistlock Photocontrol Receptacle, Extended Lift Option with AS (120-277 V only) | \$ 968.00   | \$ 387,200.00   |
| 17       | 400 | BEN-2255              | MGLEDM P5 40K MVOLT MR VH BKSD PR7 PCLL    | MONGOOSE FIXTURE: LED MEDIUM (MGLEDM) 28,900 LUMENS, 4000K CCT, AUTO-SENSING VOLTAGE (120 THRU 277), MEDIUM ROADWAY, VERTICAL TENON/HORIZONTAL ARM, VITRACOAST SDRC BLACK, 7 PIN, NEMA PHOTOCONTROL RECEPTACLE, DLL PHOTOCONTROL.                                                                       | \$ 989.00   | \$ 395,600.00   |
| 18       | 10  | BEN-1600              | GSLB3 P40 40K MVOLT SC3 NPT BK PR7 PCLL    | Hallbrook(R) GlasWerks II (GS) : GS,LED Multivolt 120, 208, 240, 277V Factory wired for 240V Only. UL listed, Pendant 1.5 NPT, Black, Standard, 4551 Asymmetric Distribution, None, NEMA Twistlock Photocontrol Receptacle, Protected Starter                                                           | \$ 1,695.00 | \$ 16,950.00    |

Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

| ITEM # | QTY | BEUD Inventory Number | Holophane Part Number                             | Item Description                                                                                                                                                                                                                                                                                                                        | Unit \$     | Ext \$       |
|--------|-----|-----------------------|---------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------------|
| 19     | 10  | BEN-2093              | GVD3 P40 40K MVOLT GL3LU BK RB ST TGL PR7 PCLL    | Utility Granville (GVU) : Utility Granville Standard M Housing, LED, Multivolt 120,208,240 & 277V. Factory wired for 120V only. UL Only,Black,Lunar Optics Asymmetric, IES Type III Distribution,Ribs and Bands,Painted Cast Aluminum Standard, <b>Gold</b> ,NEMA twistlock photocontrol receptacle,Protected Starter                   | \$ 1,250.00 | \$ 12,500.00 |
| 20     | 10  | BEN-1927              | GVD3 P40 40K MVOLT MS GL3LU BK SY ST TBK PR7 PCLL | Syracuse, with Utility Granville Optic (GVU): Utility Granville Standard M Housing, LED, Multivolt 120,208,240 & 277V. Factory wired for 120V only. UL Only, Black, Lunar Optics Asymmetric, IES Type III Distribution, Syracuse Style with Cover, Painted Cast Aluminum Standard Finial, Black, NEMA twistlock photocontrol receptacle | \$ 1,320.00 | \$ 13,200.00 |
| 21     | 30  | BEN-1939              | MPL3 TG3 BK SS                                    | TEARDROP UTILITY OPTICAL ASSEMBLY ONLY, TYPE 4 DISTRIBUTION TEARDROP STYLE OPTIC, SHALLOW SKIRT, FINISHED BLACK                                                                                                                                                                                                                         | \$ 363.00   | \$ 10,890.00 |
| 22     | 30  | BEN-1676              | MRL3 P40S 40K MVOLT TG3 NPT BK PR7 PCLL           | MEMPHIS UTILITY ELECTRICAL ASSEMBLY ONLY, LED, MULTI-TAP WIRED TO 120V, BLACK FINISH, PROTECTED STARTER, PHOTOCONTROL RECEPTACLE (LESS PHOTOCONTROL                                                                                                                                                                                     | \$ 1,804.00 | \$ 54,120.00 |
| ARMS   |     |                       |                                                   |                                                                                                                                                                                                                                                                                                                                         |             |              |
| 23     | 200 | BEN-1036              | WLDF NPT15S BK                                    | ARM LEVELING FITTER: WEST LIBERY DECORATIVE ARM FITTER, SPLIFIT 2" NOMINAL PIPE, SWIVEL, CAST ALUMINUM, BLACK                                                                                                                                                                                                                           | \$ 176.00   | \$ 35,200.00 |
| 24     | 10  | BEN-1227              | CSC 15IN 2A TN BK                                 | Cincinnati Series Crossarm (CSC) : CSC30 (Two at 180),CA,Black                                                                                                                                                                                                                                                                          | \$ 585.00   | \$ 5,850.00  |
| 25     | 10  | BEN-1234              | CCA 15IN 2A TN BK                                 | Cleveland Series Crossarm (C): C30 (Two at 180),CA, Black                                                                                                                                                                                                                                                                               | \$ 750.00   | \$ 7,500.00  |
| 26     | 10  | BEN-1038              | WLC 72IN 2A TN BK                                 | WLC144/2CABKHWC Series Aluminum Roadway Arm : WLC Series Roadway Arm, 144" Roadway Arm For 2 Units at 180,Cast Aluminum, Black. REQUIRES A 3"x9" TENON                                                                                                                                                                                  | \$ 1,451.00 | \$ 14,510.00 |

Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

| ITEM #                                                       | QTY | BEUD Inventory Number | Holophane Part Number | Item Description                                                                                                            | Unit \$     | Ext \$        |
|--------------------------------------------------------------|-----|-----------------------|-----------------------|-----------------------------------------------------------------------------------------------------------------------------|-------------|---------------|
| 27                                                           | 300 | BEN-2239              | WLC 48IN 1A TN BK     | ARM WLC SERIES, ROADWAY ARM 48" ONE WAY ARM, CAST ALUM, BLACK, REQUIRES A 3" X 9" TENON                                     | \$ 802.00   | \$ 240,600.00 |
| 28                                                           | 60  | BEN-1039              | WLC 72IN 1A TN BK     | WLC Series Aluminum Roadway Arm : WLC Series Roadway Arm,72" Roadway One Way Arm,Cast Aluminum,Black REQUIRES A 3"x9" TENON | \$ 1,106.00 | \$ 66,360.00  |
| <b>List of misc. LED fixtures in this section - 12 items</b> |     |                       |                       |                                                                                                                             |             |               |
| 29                                                           | 10  | BEN-2259              | MGLEDMLTS GRSD        | LIGHT TRESSPASS SHIELD GRAY                                                                                                 | \$ 52.00    | \$ 520.00     |
| 30                                                           | 10  | BEN-2260              | MGLEDMHSS             | HOUSE SIDE SHIELD                                                                                                           | \$ 50.00    | \$ 500.00     |

\$ 3,273,090.00

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

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH HOLOPHANE LIGHTING FOR THE PURCHASE OF DECORATIVE LIGHTING FIXTURES IN THE AMOUNT OF THREE MILLION TWO HUNDRED SEVENTY-THREE THOUSAND NINETY DOLLARS (\$3,273,090.00), PLUS APPLICABLE TAXES; WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Bentonville Electric Utilities Department currently utilizes Holophane Lighting for decorative lighting within the City of Bentonville;

**WHEREAS**, the City of Bentonville Electric Utilities Department has negotiated with Holophane Lighting for the purchase of decorative lighting fixtures in order to match current installed equipment;

**WHEREAS**, soliciting bids is not feasible as this equipment matches existing equipment throughout the City of Bentonville; and

**WHEREAS**, this purchase will be made on an “as needed” basis using budgeted funds.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement for decorative lighting from Holophane Lighting in the amount of three million two hundred seventy-three thousand ninety dollars (\$3,273,090.00), plus applicable taxes;

Section 2: Because this equipment matches existing equipment used throughout the City of Bentonville, it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived;

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

Section 4 - Repeal of Conflicting Ordinances: All Ordinances of the City Council, or parts of Ordinances of the City Council, in conflict herewith are hereby repealed to the extent of such conflict.

**PASSED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2022.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**STEPHANIE ORMAN, Mayor**

\_\_\_\_\_  
**KIRBY ROMINES, City Clerk**



## Agenda Item Form

|                              |                    |
|------------------------------|--------------------|
| Date of City Council Meeting | 12/13/2022         |
| Department                   | Electric           |
| Submitted by                 | Travis Matlock, PE |
| Phone                        | 479-271-5941       |

|                                                                                                                                                                                                                    |                                       |                                                   |                                    |                                     |                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|---------------------------------------------------|------------------------------------|-------------------------------------|------------------------------------|
| Item Type: (Check Applicable Item Type)                                                                                                                                                                            |                                       |                                                   |                                    |                                     |                                    |
| <input type="checkbox"/> Budget Adjustment                                                                                                                                                                         | <input type="checkbox"/> Change Order | <input checked="" type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| Recommendation/Suggested Action (Enter recommendation in space below):                                                                                                                                             |                                       |                                                   |                                    |                                     |                                    |
| City Council approval of the reappointment of Tom Butrynski and Fred B. Johnson to a second, 3-year term on the Bentonville Utility Board. The second term will be effective January 1, 2023 to December 31, 2025. |                                       |                                                   |                                    |                                     |                                    |

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







December 8, 2022

**To:** City Council Members & City Clerk  
**From:** Mayor Stephanie Orman  
**Subject:** Reappointment of Tom Butrynski and Fred B. Johnson to the City of Bentonville's Utility Board.

---

I recommend Tom Butrynski and Fred B. Johnson for reappointment to the City of Bentonville's Utility Board. Mr. Butrynski and Mr. Johnson's terms will expire on December 31, 2025.

Stephanie Orman



## APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

**\*\*\*Please Print or Type all Answers\*\*\***

### APPLICANT INFORMATION

Name Thomas Butrynski

If married, spouse's name Jane Butrynski

City Bentonville Zip Code 72712

Occupation Management Consultant

Employer Tata Consulting Services

Length of Residency in Bentonville 16 years

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

- |                                                              |                                                                                   |
|--------------------------------------------------------------|-----------------------------------------------------------------------------------|
| <input type="checkbox"/> Advertising & Promotion Commissions | <input type="checkbox"/> NACA Board                                               |
| <input type="checkbox"/> Airport Advisory Board              | <input type="checkbox"/> Ozark Regional Transit Authority (Bville representative) |
| <input type="checkbox"/> Bentonville Facility Board          | <input type="checkbox"/> Parks & Recreation Advisory Board                        |
| <input type="checkbox"/> Board of Adjustment                 | <input type="checkbox"/> Planning Commission                                      |
| <input type="checkbox"/> Bentonville House Authority         | <input type="checkbox"/> Public Art Advisory Committee                            |
| <input type="checkbox"/> Criminal Nuisance Abatement Board   | <input type="checkbox"/> Tree & Landscape Advisory Committee                      |
| <input type="checkbox"/> Library Advisory Board              | <input checked="" type="checkbox"/> Utility Board                                 |

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

30+ years business experience. 5 years Bentonville Parks and Rec Advisory Board and 3 years Bentonville Utilities Advisory Board

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

Hope I can add value to the commission because of past experience

### FOR OFFICE USE ONLY

Board / Commission Appointed to:

Date of Appointment:

Term Expires:

Terminate:

Replaced:

### REFERENCES

Name \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Name \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

## Restrictions on Appointees

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

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

Signature: Thomas Butrynski

Date 12/6/2022



## APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

**\*\*\*Please Print or Type all Answers\*\*\***

### APPLICANT INFORMATION

Name Fred Johnson

If married, spouse's name Carolyn Johnson

City Bentonville Zip Code 72712

Occupation Real Estate Broker

Employer Lindsey and associates

Length of Residency in Bentonville 4 years

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

- |                                                              |                                                                                   |
|--------------------------------------------------------------|-----------------------------------------------------------------------------------|
| <input type="checkbox"/> Advertising & Promotion Commissions | <input type="checkbox"/> NACA Board                                               |
| <input type="checkbox"/> Airport Advisory Board              | <input type="checkbox"/> Ozark Regional Transit Authority (Bville representative) |
| <input type="checkbox"/> Bentonville Facility Board          | <input type="checkbox"/> Parks & Recreation Advisory Board                        |
| <input type="checkbox"/> Board of Adjustment                 | <input type="checkbox"/> Planning Commission                                      |
| <input type="checkbox"/> Bentonville House Authority         | <input type="checkbox"/> Public Art Advisory Committee                            |
| <input type="checkbox"/> Criminal Nuisance Abatement Board   | <input type="checkbox"/> Tree & Landscape Advisory Committee                      |
| <input type="checkbox"/> Library Advisory Board              | <input checked="" type="checkbox"/> Utility Board                                 |

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

34 years as an officer with public utility

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

Hope I can add value to the commission because of past experience

### FOR OFFICE USE ONLY

Board / Commission Appointed to:

Date of Appointment:

Term Expires:

Terminate:

Replaced:

### REFERENCES

Name \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Name \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

## Restrictions on Appointees

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

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

Signature: Fred Johnson

Date 12/6/2022



## Agenda Item Form

|                              |                |
|------------------------------|----------------|
| Date of City Council Meeting | 12.13.2022     |
| Department                   | Fire           |
| Submitted by                 | Brent Boydston |
| Phone                        | (479) 271-3151 |

|                                                                                                                                                        |                                       |                                        |                                    |                                                |                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|------------------------------------|------------------------------------------------|------------------------------------|
| Item Type: (Check Applicable Item Type)                                                                                                                |                                       |                                        |                                    |                                                |                                    |
| <input checked="" type="checkbox"/> Budget Adjustment                                                                                                  | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| Recommendation/Suggested Action (Enter recommendation in space below):                                                                                 |                                       |                                        |                                    |                                                |                                    |
| Resolution authorizing a Budget Adjustment in the amount of \$60,000.00 for fuel supplies. This amount will cover the remaining fuel expense for 2022. |                                       |                                        |                                    |                                                |                                    |

|                                                                                  |                                                                     |
|----------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Estimated Cost                                                                   | \$60,000.00                                                         |
| Is this Item Budgeted?                                                           | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If no, please explain how item will be funded (briefly explain in space below) : |                                                                     |
| General Fund Reserves                                                            |                                                                     |





## Budget Adjustment Request

|                              |                |
|------------------------------|----------------|
| Date of City Council Meeting | 12/13/2022     |
| Department                   | Fire           |
| Submitted by                 | Brent Boydston |
| Phone                        | (479) 271-3151 |

|                                                                                                                                                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Purpose of Budget Adjustment</b> <i>(Enter purpose in space below):</i></p> <p><b>Due to the increase in fuel cost, the fire department needs a \$60,000.00 budget adjustment to cover fuel cost for the remaining year (2022).</b></p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| General Ledger Account Information* |        |                            |                 |                 |
|-------------------------------------|--------|----------------------------|-----------------|-----------------|
| Org (Department)                    | Object | Account Description        | Revenue + ( - ) | Expense + ( - ) |
| 102020                              | 42030  | Fuel Supplies              |                 | \$60,000.00     |
|                                     |        |                            |                 |                 |
|                                     |        |                            |                 |                 |
|                                     |        |                            |                 |                 |
|                                     |        |                            |                 |                 |
|                                     |        |                            |                 |                 |
|                                     |        | Totals                     | \$ -            | \$ 60,000.00    |
|                                     |        | Net Impact on Fund Balance | \$ (60,000.00)  |                 |

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



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

PLEASE RECYCLE





## **Inter-office Memorandum**

To: Mayor Orman and City Council  
From: Brent Boydston, Fire Chief  
CC: Camille Thompson, Staff Attorney, Gladys Shoemake, Purchasing Manager,  
Date: 12.13.2022  
Re: Budget Adjustment for Fuel Supplies

---

Fire Department Staff is requesting a Budget Adjustment in the amount of \$60,000.00 to cover the remaining of 2022 in fuel supplies.

The Fire Department is averaging about \$11,000.00 per month on fuel cost. This is all due to the rising cost of fuel.

Thank you for your consideration.



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

**A RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT FOR THE BENTONVILLE  
FIRE DEPARTMENT IN THE AMOUNT OF SIXTY THOUSAND DOLLARS (\$60,000.00)  
FROM GENERAL FUND BALANCE TO ACCOUNT #102010-42030 – FUEL SUPPLIES; AND  
FOR OTHER PURPOSES.**

**WHEREAS**, additional funds are required in order to cover increased fuel prices for the Bentonville Fire Department; and

**WHEREAS**, these funds should be appropriated from General Fund Balance.

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

Section 1: The 2022 Budget is amended to appropriate sixty thousand dollars (\$60,000.00) from General Fund Balance to Account #102010-42030 – Fuel Supplies;

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

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

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

**APPROVED:**

\_\_\_\_\_  
**STEPHANIE ORMAN, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**KIRBY ROMINES, CITY CLERK**



## Agenda Item Form

|                              |                       |
|------------------------------|-----------------------|
| Date of City Council Meeting | 12/13/2022            |
| Department                   | Administration        |
| Submitted by                 | Mayor Stephanie Orman |
| Phone                        | (479) 271-5966        |

|                                                                                                                                                                                                |                                       |                                        |                                    |                                     |                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|------------------------------------|-------------------------------------|------------------------------------|
| <b>Item Type: (Check Applicable Item Type)</b>                                                                                                                                                 |                                       |                                        |                                    |                                     |                                    |
| <input type="checkbox"/> Budget Adjustment                                                                                                                                                     | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| <b>Recommendation/Suggested Action (Enter recommendation in space below):</b>                                                                                                                  |                                       |                                        |                                    |                                     |                                    |
| Council approval of Mayor Orman's recommendation to reappoint Luke Wetzel to the City of Bentonville's Advertising & Promotion Commission. Mr. Wetzel's term will expire on December 31, 2026. |                                       |                                        |                                    |                                     |                                    |

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





December 8, 2022

**To:** City Council Members & City Clerk  
**From:** Mayor Stephanie Orman  
**Subject:** Reappointment of Luke Wetzel to the City of Bentonville's Advertising & Promotion Commission.

---

I recommend Luke Wetzel for reappointment to the City of Bentonville's Advertising & Promotion Commission. Mr. Wetzel's second term will begin January 1, 2023, and end December 31, 2026.

  
Stephanie Orman



November 30, 2022

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

Dear Mayor:

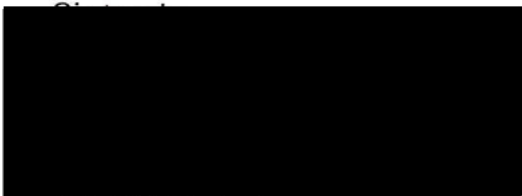
On November 29, 2022, the Bentonville Advertising & Promotion Commission voted to submit to the City Council for their approval the reappointment of Luke Wetzel as a restaurant representative on the commission. Mr. Wetzel will be serving his second term on the Bentonville Advertising & Promotion Commission.

The term for this seat is January 1, 2023, through December 31, 2026.

We are enclosing a copy of his application and Commission terms summary for your convenience.

Please let me know if you have any questions.

Sincerely,



President/CEO

104 E. Central Ave. · Bentonville, Arkansas 72712 · (479) 271-9153



BENTONVILLE ADVERTISING & PROMOTION COMMISSION  
COMMISSIONER APPLICATION  
Lodging or Prepared Food Representative

NAME: Luke Wetzel DATE: 11/29/22

RESIDENCE ADDRESS: [REDACTED] LENGTH OF RESIDENCY: [REDACTED]

MAILING ADDRESS (if different): [REDACTED]

EMAIL ADDRESS: [REDACTED]

PHONE NUMBERS: (H) [REDACTED] (W) [REDACTED] (C) [REDACTED]

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

Oven & Tap Your role: Owner and Chef

REFERENCES:

NAME: Daniel Hintz NAME: [REDACTED]

PHONE: [REDACTED] PHONE: [REDACTED]

EMAIL: [REDACTED] EMAIL: [REDACTED]

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

I have successfully led Oven & Tap into nearly 8 years of operation. As the owner, I am solely responsible for tracking, reviewing and responding to the restaurant's financials. As the chef, I have played an instrumental role in several restaurant-focused events led by Visit Bentonville.

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

My goal is to join the conversation of how we can organize, execute and maximize both tax dollars and our community to offer unique products and experiences that benefit everyone throughout Bentonville.

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

Signature: [REDACTED] Date: 11-30-22

Send completed application to Kalene Griffith, President/CEO

Email:

Mail:

Hello fellow commissioners,

It's been four short years since I joined the A&P Commission and what a wild ride it's been with the continued rapid growth of the area, the expanded tourism opportunities, and, well, the pandemic!

I have enjoyed working alongside the commissioners and the VB team to grow this town by supporting its unique offerings of the arts, outdoor recreations, and culinary arts. It has served me well in my professional growth and community involvement, and I would appreciate the opportunity to continue for another term.

Thank you for your consideration.

Best,  
Luke Wetzel



P:\A & P Mtgs\Commission Forms & Letters\Terms\2022\2022 AP Terms 11.30.22



## Agenda Item Form

|                              |                 |
|------------------------------|-----------------|
| Date of City Council Meeting | 12/13/2022      |
| Department                   | Accounting      |
| Submitted by                 | Gladys Shoemake |
| Phone                        | (479) 271-3115  |

|                                                                                                                                                                                                                           |                                       |                                        |                                    |                                                |                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|------------------------------------|------------------------------------------------|------------------------------------|
| <b>Item Type: (Check Applicable Item Type)</b>                                                                                                                                                                            |                                       |                                        |                                    |                                                |                                    |
| <input type="checkbox"/> Budget Adjustment                                                                                                                                                                                | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| <b>Recommendation/Suggested Action (Enter recommendation in space below):</b>                                                                                                                                             |                                       |                                        |                                    |                                                |                                    |
| <b>Request for approval of a Resolution to declare various items as surplus, to be sold via public online auction at a later date. See attached list for more detail on the items to be declared as surplus and sold.</b> |                                       |                                        |                                    |                                                |                                    |

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





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

**A RESOLUTION DECLARING CERTAIN PROPERTY, BELONGING TO  
VARIOUS DEPARTMENTS OF THE CITY OF BENTONVILLE, AS SURPLUS  
PROPERTY; AUTHORIZING ITS DISPOSAL; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City Council of the City of Bentonville has determined that the list of items from various departments in the attached Exhibit “A”, should be declared surplus property;

**WHEREAS**, upon being approved and declared as surplus, these items will be sold via online auction; and

**WHEREAS**, this Resolution is in accordance with Ark. Code Ann. § 14-54-302.

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

Section 1: The City of Bentonville may dispose of the items contained in attached Exhibit “A”;

Section 2: A record of all items that are disposed of shall be maintained;

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

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

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

**APPROVED:**

\_\_\_\_\_  
**STEPHANIE ORMAN, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**KIRBY ROMINES, CITY CLERK**

# EXHIBIT "A"

| City of Bentonville Surplus 12.13.2022 |                                     |     |     |            |                  |                               |                             |
|----------------------------------------|-------------------------------------|-----|-----|------------|------------------|-------------------------------|-----------------------------|
| Line Number                            | Item Description                    | Qty | UOM | Department | General Category | Currently at Auction Building | Asset ID, S/N, VIN (if any) |
| 1                                      | Assorted Office Desks               | 4   | Ea  | Accounting | Desk             | Y                             |                             |
| 2                                      | Assorted Office & Conference Chairs | 64  | Ea  | Admin      | Chair            | Y                             |                             |
| 3                                      | Hutch/Cabinet                       | 1   | Ea  | Admin      | Cabinet          | Y                             |                             |
| 4                                      | Armoire- missing glass/broken       | 1   | Ea  | Admin      | Cabinet          | Y                             |                             |
| 5                                      | Assorted Office Desks               | 6   | Ea  | Admin      | Desk             | Y                             |                             |
| 6                                      | Assorted Metal Desks                | 2   | Ea  | Admin      | Desk             | Y                             |                             |
| 7                                      | Glass Top Desk                      | 1   | Ea  | Admin      | Desk             | Y                             |                             |
| 8                                      | L-Shaped Desk (2 pieces)            | 1   | Ea  | Admin      | Desk             | Y                             |                             |
| 9                                      | Reception Desk w/ Hutch             | 1   | Ea  | Admin      | Desk             | Y                             |                             |
| 10                                     | Small Computer Desk                 | 1   | Ea  | Admin      | Desk             | Y                             |                             |
| 11                                     | Wooden Bookshelf                    | 2   | Ea  | Admin      | Cabinet          | Y                             |                             |
| 12                                     | Bookshelf                           | 1   | Ea  | Admin      | Cabinet          | Y                             |                             |
| 13                                     | Small white shelf                   | 1   | Ea  | Admin      | Cabinet          | Y                             |                             |
| 14                                     | Desk Drawer                         | 1   | Ea  | Admin      | Desk             | Y                             |                             |
| 15                                     | Piece of L-Shaped Desk              | 3   | Ea  | Admin      | Desk             | Y                             |                             |
| 16                                     | Top Piece of Desk Hutch             | 1   | Ea  | Admin      | Desk             | Y                             |                             |
| 17                                     | Desk Hutch                          | 1   | Ea  | Admin      | Desk             | Y                             |                             |
| 18                                     | Metal Corner Desk Piece             | 1   | Ea  | Admin      | Desk             | Y                             |                             |
| 19                                     | Misc desk component                 | 1   | Ea  | Admin      | Desk             | Y                             |                             |
| 20                                     | Misc desk pieces                    | 1   | Lot | Admin      | Desk             | Y                             |                             |
| 21                                     | Desk top                            | 1   | Ea  | Admin      | Desk             | Y                             |                             |
| 22                                     | Assorted Tables                     | 10  | Ea  | Admin      | Table            | Y                             |                             |
| 23                                     | Wood Entry Table                    | 1   | Ea  | Admin      | Table            | Y                             |                             |
| 24                                     | Round table tops                    | 2   | Ea  | Admin      | Table            | Y                             |                             |
| 25                                     | 2 Drawer Lateral Filing Cabinet     | 1   | Ea  | Admin      | Cabinet          | Y                             |                             |
| 26                                     | 2 Drawer Metal Filing Cabinet       | 2   | Ea  | Admin      | Cabinet          | Y                             |                             |
| 27                                     | 4 Drawer Metal Filing Cabinet       | 1   | Ea  | Admin      | Cabinet          | Y                             |                             |
| 28                                     | Tall metal filing cabinets          | 3   | Ea  | Admin      | Cabinet          | Y                             |                             |
| 29                                     | Small Wooden Rolling Cabinet        | 1   | Ea  | Admin      | Cabinet          | Y                             |                             |

|    |                                                                |   |     |       |                 |   |  |
|----|----------------------------------------------------------------|---|-----|-------|-----------------|---|--|
| 30 | Laminator                                                      | 1 | Ea  | Admin | Office Supplies | Y |  |
| 31 | Extra Large Dry Erase Board- Wall Length                       | 1 | Ea  | Admin | Office Supplies | Y |  |
| 32 | Plastic Planters                                               | 6 | Ea  | Admin | Miscellaneous   | Y |  |
| 33 | Drinking Fountains                                             | 7 | Ea  | Admin | Miscellaneous   | Y |  |
| 34 | Throw Pillows                                                  | 6 | Ea  | Admin | Décor           | Y |  |
| 35 | Table Cloth & Runner                                           | 1 | Ea  | Admin | Décor           | Y |  |
| 36 | Coolmist Humidifier                                            | 1 | Ea  | Admin | Miscellaneous   | Y |  |
| 37 | Humidifier                                                     | 1 | Ea  | Admin | Miscellaneous   | Y |  |
| 38 | Typewriter                                                     | 1 | Ea  | Admin | Office Supplies | Y |  |
| 39 | Church Pews/Wooden Benches                                     | 3 | Ea  | Admin | Chair           | Y |  |
| 40 | Microwave                                                      | 2 | Ea  | Admin | Kitchen         | Y |  |
| 41 | Frigidaire microwave trim kits                                 | 4 | Bx  | Admin | Kitchen         | Y |  |
| 42 | Refrigerator                                                   | 1 | Ea  | Admin | Kitchen         | Y |  |
| 43 | Stick vacuum                                                   | 2 | Ea  | Admin | Janitorial      | Y |  |
| 44 | Push vacuum                                                    | 2 | Ea  | Admin | Janitorial      | Y |  |
| 45 | Small shredder                                                 | 3 | Ea  | Admin | Office Supplies | Y |  |
| 46 | Large shredder- Fellows                                        | 1 | Ea  | Admin | Office Supplies | Y |  |
| 47 | Metal mail shelf                                               | 1 | Ea  | Admin | Office Supplies | Y |  |
| 48 | Slot box                                                       | 1 | Ea  | Admin | Office Supplies | Y |  |
| 49 | Toaster oven                                                   | 1 | Ea  | Admin | Kitchen         | Y |  |
| 50 | Lot of presentation binding components                         | 1 | Lot | Admin | Office Supplies | Y |  |
| 51 | Battery Backups/Misc Battery Items                             | 7 | Ea  | Admin | Miscellaneous   | Y |  |
| 52 | Misc computer cords (HDMI, mice, misc computer cords & pieces) | 1 | Lot | Admin | Office Supplies | Y |  |
| 53 | Misc computer supplies                                         | 1 | Lot | Admin | Office Supplies | Y |  |
| 54 | Computer monitors                                              | 7 | Ea  | Admin | Office Supplies | Y |  |
| 55 | Desktop printer                                                | 4 | Ea  | Admin | Office Supplies | Y |  |

|    |                                                    |    |     |          |                   |   |  |
|----|----------------------------------------------------|----|-----|----------|-------------------|---|--|
| 56 | Desktop scanner                                    | 1  | Ea  | Admin    | Office Supplies   | Y |  |
| 57 | Scanner                                            | 1  | Ea  | Admin    | Office Supplies   | Y |  |
| 58 | Desktop PC tower                                   | 2  | Ea  | Admin    | Office Supplies   | Y |  |
| 59 | Desktop phone                                      | 1  | Ea  | Admin    | Office Supplies   | Y |  |
| 60 | Server                                             | 1  | Ea  | Admin    | Office Supplies   | Y |  |
| 61 | Starboard                                          | 1  | Ea  | Admin    | Office Supplies   | Y |  |
| 62 | Wall art                                           | 1  | Lot | Admin    | Décor             | Y |  |
| 63 | Sound boards                                       | 2  | Ea  | Admin    | Miscellaneous     | Y |  |
| 64 | Toilets (broken)                                   | 3  | Ea  | Admin    | Restroom          | Y |  |
| 65 | Toilet accessories-multiple boxes                  | 1  | Lot | Admin    | Restroom          | Y |  |
| 66 | Footstool drawer                                   | 1  | Ea  | Admin    | Cabinet           | Y |  |
| 67 | Plastic drawer organizer                           | 1  | Ea  | Admin    | Office Supplies   | Y |  |
| 68 | Filing drawer frames                               | 12 | Ea  | Admin    | Cabinet           | Y |  |
| 69 | Plastic floor mat (for rolling chairs)             | 1  | Lot | Admin    | Office Supplies   | Y |  |
| 70 | Christmas trees                                    | 2  | Ea  | Admin    | Décor             | Y |  |
| 71 | Cash drawer                                        | 1  | Ea  | Admin    | Miscellaneous     | Y |  |
| 72 | Tape player                                        | 1  | Ea  | Admin    | Miscellaneous     | Y |  |
| 73 | Keyboard stands                                    | 3  | Ea  | Admin    | Office Supplies   | Y |  |
| 74 | Hard floor mop                                     | 2  | Ea  | Admin    | Janitorial        | Y |  |
| 75 | Job Guide rack                                     | 1  | Ea  | Admin    | Miscellaneous     | Y |  |
| 76 | Coat rack                                          | 1  | Ea  | Admin    | Miscellaneous     | Y |  |
| 77 | Coat hanger system                                 | 1  | Ea  | Admin    | Miscellaneous     | Y |  |
| 78 | Laptop case                                        | 1  | Ea  | Admin    | Office Supplies   | Y |  |
| 79 | Leather Lounge Chair                               | 3  | Ea  | Airport  | Chair             | Y |  |
| 80 | Assorted tables                                    | 2  | Ea  | Airport  | Table             | Y |  |
| 81 | Leather ottoman                                    | 1  | Ea  | Airport  | Miscellaneous     | Y |  |
| 82 | Leather couch                                      | 1  | Ea  | Airport  | Miscellaneous     | Y |  |
| 83 | Leather recliner                                   | 1  | Ea  | Airport  | Chair             | Y |  |
| 84 | Rug                                                | 1  | Ea  | Airport  | Décor             | Y |  |
| 85 | 45' Class 3 CCA Select for Straightness Wood Poles | 10 | Ea  | Electric | Outdoor Equipment | N |  |
| 86 | Lazy-Boy Recliners                                 | 2  | Ea  | Fire     | Chair             | Y |  |
| 87 | Ice Maker (Broken)                                 | 1  | Ea  | Fire     | Kitchen           | Y |  |
| 88 | Piano & Bench                                      | 1  | Ea  | Fire     | Miscellaneous     | Y |  |
| 89 | IT storage components                              | 12 | Ea  | IT       | Computer          | Y |  |

|     |                                                   |   |     |         |                   |   |  |
|-----|---------------------------------------------------|---|-----|---------|-------------------|---|--|
| 90  | Assorted Office & Conference Chairs               | 2 | Ea  | Library | Chair             | Y |  |
| 91  | Metal rolling shelf                               | 1 | Ea  | Library | Cabinet           | Y |  |
| 92  | Book Kiosk                                        | 5 | Ea  | Library | Miscellaneous     | Y |  |
| 93  | Floor scrubber                                    | 1 | Ea  | Library | Janitorial        | Y |  |
| 94  | Push vacuum                                       | 1 | Ea  | Library | Janitorial        | Y |  |
| 95  | Misc box of floor care products                   | 1 | Bx  | Library | Janitorial        | Y |  |
| 96  | Lot of magazine holders                           | 1 | Lot | Library | Office Supplies   | Y |  |
| 97  | Library display boards                            | 2 | Ea  | Library | Miscellaneous     | Y |  |
| 98  | Keyboard tray                                     | 1 | Ea  | Library | Office Supplies   | Y |  |
| 99  | Water pump                                        | 1 | Ea  | Library | Outdoor Equipment | Y |  |
| 100 | Misc box of office items                          | 2 | Bx  | Library | Office Supplies   | Y |  |
| 101 | Standing fan                                      | 1 | Ea  | Library | Miscellaneous     | Y |  |
| 102 | Playaway cases & accessories                      | 1 | Bx  | Library | Miscellaneous     | Y |  |
| 103 | Green Mega blocks                                 | 2 | Bx  | Library | Miscellaneous     | Y |  |
| 104 | Clear display items                               | 1 | Lot | Library | Miscellaneous     | Y |  |
| 105 | Disk cases                                        | 1 | Lot | Library | Office Supplies   | Y |  |
| 106 | Dry erase board on wheels                         | 1 | Ea  | Library | Office Supplies   | Y |  |
| 107 | Executive Desk (3 pieces)                         | 1 | Ea  | Parks   | Desk              | Y |  |
| 108 | Flat Screen TVs- condition unknown- assume broken | 7 | Ea  | Parks   | Office Supplies   | Y |  |
| 109 | Clarke Floor Polisher                             | 1 | Ea  | Parks   | Janitorial        | Y |  |
| 110 | Lot of floor scrubber accessories                 | 1 | Lot | Parks   | Janitorial        | Y |  |
| 111 | Metal hanging shelf system (4 pieces)             | 1 | Ea  | Parks   | Office Supplies   | Y |  |
| 112 | Pressure Washers & Assorted Hose                  | 3 | Ea  | Parks   | Outdoor Equipment | Y |  |
| 113 | Lawn mowers                                       | 2 | Ea  | Parks   | Outdoor Equipment | Y |  |
| 114 | Cultivators                                       | 2 | Ea  | Parks   | Outdoor Equipment | Y |  |
| 115 | DeWalt Drop Saw                                   | 1 | Ea  | Parks   | Outdoor Equipment | Y |  |
| 116 | Box speakers (broken)                             | 4 | Ea  | Parks   | Miscellaneous     | Y |  |

|     |                                                |    |      |       |                   |   |                     |
|-----|------------------------------------------------|----|------|-------|-------------------|---|---------------------|
| 117 | Basketballs-bagged                             | 6  | Bags | Parks | Sports            | Y |                     |
| 118 | Badminton net                                  | 5  | Ea   | Parks | Sports            | Y |                     |
| 119 | Radio system set (6 radios)                    | 1  | Lot  | Parks | Miscellaneous     | Y |                     |
| 120 | C6 plus playtronics                            | 1  | Ea   | Parks | Miscellaneous     | Y |                     |
| 121 | Sprayer                                        | 1  | Ea   | Parks | Outdoor Equipment | Y |                     |
| 122 | Lot of air pumps & rags                        | 1  | Ea   | Parks | Outdoor Equipment | Y |                     |
| 123 | Sign stands                                    | 2  | Ea   | Parks | Miscellaneous     | Y |                     |
| 124 | Bike maintenance station                       | 1  | Ea   | Parks | Sports            | Y |                     |
| 125 | Bikes                                          | 36 | Ea   | Parks | Sports            | Y |                     |
| 126 | 72" mower- Hustler FX1000SuperZ                | 1  | Ea   | Parks | Outdoor Equipment | N | M14/13020649        |
| 127 | 60" Mower- Toro 74943; 835 hrs; cracked frame  | 1  | Ea   | Parks | Outdoor Equipment | N | M24/400708820       |
| 128 | UTV- John Deere HPX Gator                      | 1  | Ea   | Parks | Vehicle           | N | UTV06/MOHP4GX060541 |
| 129 | UTV- John Deere HPX Gator                      | 1  | Ea   | Parks | Vehicle           | N | UTV07/MOHP4GX060459 |
| 130 | Stick Edger- Redmax HEZ2460S                   | 1  | Ea   | Parks | Outdoor Equipment | Y |                     |
| 131 | Stick Edger- HEG3065                           | 3  | EA   | Parks | Outdoor Equipment |   |                     |
| 132 | Trimmer- Stihl FS100RX                         | 1  | Ea   | Parks | Outdoor Equipment | N |                     |
| 133 | Trimmer- Redmax BCZ2660TS                      | 4  | Ea   | Parks | Outdoor Equipment | Y |                     |
| 134 | Trimmer- Redmax BCZ2660TS                      | 1  | Ea   | Parks | Outdoor Equipment | N |                     |
| 135 | Trimmer- Redmax                                | 1  | Ea   | Parks | Outdoor Equipment | Y |                     |
| 136 | Trimmer- Redmax                                | 1  | Ea   | Parks | Outdoor Equipment | Y |                     |
| 137 | Trimmer- Redmax                                | 1  | Ea   | Parks | Outdoor Equipment | Y |                     |
| 138 | Trimmer- Redmax                                | 1  | Ea   | Parks | Outdoor Equipment | Y |                     |
| 139 | Trimmer- Redmax                                | 2  | Ea   | Parks | Outdoor Equipment | Y |                     |
| 140 | Trimmer- Redmax                                | 1  | Ea   | Parks | Outdoor Equipment | N |                     |
| 141 | Trimmer- Stihl FS131R                          | 2  | Ea   | Parks | Outdoor Equipment | Y |                     |
| 142 | Tractor- New Holland TN70; 2245 miles/hrs; all | 1  | Ea   | Parks | Vehicle           | N | 5020-31/HJE095756   |

|     |                                                                                   |   |    |       |                   |   |                   |
|-----|-----------------------------------------------------------------------------------|---|----|-------|-------------------|---|-------------------|
|     | systems operational                                                               |   |    |       |                   |   |                   |
| 143 | Rotary Mower                                                                      | 1 | Ea | Parks | Outdoor Equipment | N |                   |
| 144 | Bunk Rake - Smithco                                                               | 1 | Ea | Parks | Outdoor Equipment | N | FG03/ 5916        |
| 145 | Spreader-Triumph A1A                                                              | 1 | Ea | Parks | Outdoor Equipment | N | S01/11002         |
| 146 | Cleaning Caddy-Windsor 1.007-056.0                                                | 1 | Ea | Parks | Janitorial        | N | 10070560000274    |
| 147 | Toro Bagger                                                                       | 1 | Ea | Parks | Outdoor Equipment | N |                   |
| 148 | Generator- Model 275385                                                           | 1 | Ea | Parks | Outdoor Equipment | Y | 3BSXS3422HT       |
| 149 | Generator- Model 276454                                                           | 1 | Ea | Parks | Outdoor Equipment | Y | 6BSXS3422HT       |
| 150 | Edger- Redmax HEZ2460S                                                            | 2 | Ea | Parks | Outdoor Equipment | N |                   |
| 151 | Hedge Trimmer-Redmax SRTZ460; Has 3 attachments (Hedge Trimmer, Tiller, Limb saw) | 1 | Ea | Parks | Outdoor Equipment | Y |                   |
| 152 | Handheld Blower-Redmax HB280                                                      | 1 | Ea | Parks | Outdoor Equipment | Y |                   |
| 153 | Handheld Blower-Redmax HB280                                                      | 1 | Ea | Parks | Outdoor Equipment | N |                   |
| 154 | Handheld Blower-Sthil                                                             | 1 | Ea | Parks | Outdoor Equipment | Y |                   |
| 155 | Tablesaw- Delta; Motor is out                                                     | 1 | Ea | Parks | Outdoor Equipment | N |                   |
| 156 | Powerwasher- John Deere 20297; Will not start                                     | 1 | Ea | Parks | Outdoor Equipment | N | 1018762341        |
| 157 | Bucket Truck-FREIGHT LINER; 30254 miles                                           | 1 | Ea | Parks | Vehicle           | N | 1FV6JFBB6XHB04357 |
| 158 | Truck- Chevrolet Silverado; 111090 miles                                          | 1 | Ea | Parks | Vehicle           | N | 1GCEK19VX5Z246741 |
| 159 | Truck- Ford F350; 47157 miles                                                     | 1 | Ea | Parks | Vehicle           | N | 1FDWW37Y09EA62967 |
| 160 | Truck- Ford F350                                                                  | 1 | Ea | Parks | Vehicle           | N | 1FDSW34Y48EB00816 |
| 161 | Floor Scrubber-1PC CT15                                                           | 2 | Ea | Parks | Janitorial        | N |                   |
| 162 | Floor Scrubber-1PC CT90                                                           | 1 | Ea | Parks | Janitorial        | N |                   |
| 163 | Power Flite                                                                       | 1 | Ea | Parks | Janitorial        | N |                   |
| 164 | Hand Vacuum-Hoover Impulse                                                        | 1 | Ea | Parks | Janitorial        | N |                   |

|     |                                                |    |     |          |                   |   |  |
|-----|------------------------------------------------|----|-----|----------|-------------------|---|--|
| 165 | Cleaning B-Hillyard                            | 1  | Ea  | Parks    | Janitorial        | N |  |
| 166 | Floor Buffer-Pacific                           | 2  | Ea  | Parks    | Janitorial        | N |  |
| 167 | Floor Scrubber-Karcher                         | 3  | Ea  | Parks    | Janitorial        | N |  |
| 168 | Filing Cabinet-Hon, 42"x52"x18"                | 2  | Ea  | Parks    | Cabinet           | Y |  |
| 169 | Filing Cabinet-Hon, 15"x52"x25"                | 1  | Ea  | Parks    | Cabinet           | Y |  |
| 170 | Filing Cabinet-15"x28"x25"                     | 1  | Ea  | Parks    | Cabinet           | N |  |
| 171 | Dry Erase Board-Prestige 72"x48"               | 1  | Ea  | Parks    | Miscellaneous     | Y |  |
| 172 | Lighting Fixtures, florescent, 8 bulb, 8' long | 1  | Lot | Parks    | Miscellaneous     | N |  |
| 173 | Ceiling Fans                                   | 4  | Ea  | Parks    | Miscellaneous     | Y |  |
| 174 | Lemond Spin Bike                               | 7  | Ea  | Parks    | Sports            | Y |  |
| 175 | Schwinn Spin Bike                              | 1  | Ea  | Parks    | Sports            | Y |  |
| 176 | Atlas Sound Speakers- broken                   | 2  | Ea  | Parks    | Miscellaneous     | Y |  |
| 177 | Hand Vacuum-Bissell; broken                    | 1  | Ea  | Parks    | Janitorial        | Y |  |
| 178 | Assorted Office & Conference Chairs            | 1  | Ea  | Planning | Chair             | Y |  |
| 179 | Cubicle Hutch                                  | 4  | Ea  | Planning | Desk              | Y |  |
| 180 | Metal cubicle component                        | 1  | Ea  | Planning | Office Supplies   | Y |  |
| 181 | 2 Drawer Filing Cabinet                        | 1  | Ea  | Planning | Cabinet           | Y |  |
| 182 | Plans Holder                                   | 2  | Ea  | Planning | Office Supplies   | Y |  |
| 183 | Planning Table                                 | 2  | Ea  | Planning | Table             | Y |  |
| 184 | HP Laserjet 5500 Copier                        | 1  | Ea  | Planning | Office Supplies   | Y |  |
| 185 | Microwave                                      | 1  | Ea  | Planning | Kitchen           | Y |  |
| 186 | Metal cubicle shelves                          | 6  | Ea  | Planning | Office Supplies   | Y |  |
| 187 | Rolling file cart                              | 1  | Ea  | Planning | Cabinet           | Y |  |
| 188 | Pump (Dayton Hidels)                           | 2  | Ea  | PWM      | Outdoor Equipment | Y |  |
| 189 | Weed Eaters/Edgers                             | 12 | Ea  | PWM      | Outdoor Equipment | Y |  |
| 190 | Motorized Tree Trimmer                         | 1  | Ea  | PWM      | Outdoor Equipment | Y |  |
| 191 | Hedge Clippers                                 | 3  | Ea  | PWM      | Outdoor Equipment | Y |  |
| 192 | Assorted Leaf Blowers                          | 5  | Ea  | PWM      | Outdoor Equipment | Y |  |
| 193 | Chainsaw                                       | 1  | Ea  | PWM      | Outdoor Equipment | Y |  |
| 194 | Seed spreader                                  | 1  | Ea  | PWM      | Outdoor Equipment | Y |  |



|     |                                       |    |    |                 |                   |   |  |
|-----|---------------------------------------|----|----|-----------------|-------------------|---|--|
| 195 | Leaf blower attachment                | 1  | Ea | PWM             | Outdoor Equipment | Y |  |
| 196 | Hedge trimmer (motorized)             | 1  | Ea | PWM             | Outdoor Equipment | Y |  |
| 197 | Sump pump                             | 1  | Ea | PWM             | Outdoor Equipment | Y |  |
| 198 | Misc box of vehicle radios            | 1  | Bx | PWM             | Miscellaneous     | Y |  |
| 199 | Misc box of weather strips            | 1  | Bx | PWM             | Miscellaneous     | Y |  |
| 200 | Misc box of maintenance items         | 1  | Bx | PWM             | Miscellaneous     | Y |  |
| 201 | Metal tool box of misc draw pins      | 1  | Bx | PWM             | Miscellaneous     | Y |  |
| 202 | Misc florescent lights                | 4  | Bx | PWM             | Miscellaneous     | Y |  |
| 203 | Tractor Supply truckbed toolbox-black | 1  | Ea | PWM             | Miscellaneous     | Y |  |
| 204 | Vacuums                               | 2  | Ea | PWM             | Janitorial        | Y |  |
| 205 | Floor polisher attachment             | 1  | Ea | PWM             | Janitorial        | Y |  |
| 206 | Dewalt power drill- assume broken     | 1  | Ea | PWM             | Janitorial        | Y |  |
| 207 | Misc janitorial items                 | 1  | Bx | PWM             | Janitorial        | Y |  |
| 208 | Whirlpool washing machine w/ stand    | 1  | Ea | PWM             | Janitorial        | Y |  |
| 209 | Floor Polisher/Scrubber               | 4  | Ea | PWM             | Janitorial        | Y |  |
| 210 | Gray and White Cabinet Set            | 10 | Ea | Street          | Cabinet           | Y |  |
| 211 | Long Ceiling Light Fixtures           | 5  | Ea | Street          | Miscellaneous     | Y |  |
| 212 | Countertops                           | 5  | Ea | Street          | Kitchen           | Y |  |
| 213 | Miscellaneous Track System            | 4  | Ea | Street          | Miscellaneous     | Y |  |
| 214 | 65" TV- broken                        | 1  | Ea | Street          | Office Supplies   | Y |  |
| 215 | Cabinet pieces                        | 7  | Ea | Unknown         | Cabinet           | Y |  |
| 216 | Projector Screen                      | 1  | Ea | Unknown         | Miscellaneous     | Y |  |
| 217 | Top Piece of Desk Hutch               | 1  | Ea | Utility Billing | Desk              | Y |  |
| 218 | Fire-proof Filing Cabinet             | 1  | Ea | Utility Billing | Cabinet           | Y |  |
| 219 | Small wooden side table               | 1  | Ea | Utility Billing | Table             | Y |  |
| 220 | Christmas wreaths                     | 3  | Ea | Utility Billing | Décor             | Y |  |
| 221 | Assorted Office & Conference Chairs   | 7  | Ea | Water           | Chair             | Y |  |

|            |                                                              |   |     |       |                   |   |  |
|------------|--------------------------------------------------------------|---|-----|-------|-------------------|---|--|
| <b>222</b> | Assorted Office Desks                                        | 3 | Ea  | Water | Desk              | Y |  |
| <b>223</b> | L Shaped Desk w/ Hutch (3 pieces)                            | 1 | Ea  | Water | Desk              | Y |  |
| <b>224</b> | Desk Top Hutch                                               | 2 | Ea  | Water | Desk              | Y |  |
| <b>225</b> | Assorted Tables                                              | 1 | Ea  | Water | Table             | Y |  |
| <b>226</b> | 2 Drawer Lateral Filing Cabinet                              | 1 | Ea  | Water | Cabinet           | Y |  |
| <b>227</b> | Pumps- condition unknown- assume broken                      | 3 | Ea  | Water | Outdoor Equipment | Y |  |
| <b>228</b> | Air Compressor- condition unknown- assume broken             | 1 | Ea  | Water | Outdoor Equipment | Y |  |
| <b>229</b> | Computer monitors                                            | 4 | Ea  | Water | Office Supplies   | Y |  |
| <b>230</b> | Desktop printer                                              | 1 | Ea  | Water | Office Supplies   | Y |  |
| <b>231</b> | Rolling metal organizer w/ plastic bin                       | 3 | Ea  | Water | Cabinet           | Y |  |
| <b>232</b> | Motorized compactor/packer                                   | 1 | Ea  | Water | Miscellaneous     | Y |  |
| <b>233</b> | Misc power tools and bags                                    | 1 | Lot | Water | Miscellaneous     | Y |  |
| <b>234</b> | Bostitch tool box                                            | 1 | Ea  | Water | Miscellaneous     | Y |  |
| <b>235</b> | Magnetic and dual frequency cable rotator- condition unknown | 1 | Ea  | Water | Outdoor Equipment | Y |  |

*\*This list is only for Council approval only; items will be offered for sale via public auction at a later date. A list of vehicles (and other items if applicable) will be sent to all Departments in case there is a need for use prior to being offered for sale.*

\*This list is a combination of initial items from 2020-2022; additional items and vehicles will be brought forward for approval at a later time.



## Agenda Item Form

|                              |                 |
|------------------------------|-----------------|
| Date of City Council Meeting | 12/13/2022      |
| Department                   | Accounting      |
| Submitted by                 | Gladys Shoemake |
| Phone                        | (479) 271-3115  |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                       |                                        |                                    |                                                |                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|------------------------------------|------------------------------------------------|------------------------------------|
| <b>Item Type: (Check Applicable Item Type)</b>                                                                                                                                                                                                                                                                                                                                                                                                    |                                       |                                        |                                    |                                                |                                    |
| <input checked="" type="checkbox"/> Budget Adjustment                                                                                                                                                                                                                                                                                                                                                                                             | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| <b>Recommendation/Suggested Action (Enter recommendation in space below):</b>                                                                                                                                                                                                                                                                                                                                                                     |                                       |                                        |                                    |                                                |                                    |
| <b>Resolution to recognize and accept \$3,471,778.00 in ARPA Funding received in 2022, to allocate \$287,731.00 of this funding to the previously approved Sub-Award Agreement with Excellerate Foundation DBA Upskill NWA, and to allocate \$1,000,000.00 to the previously selected Airport-Westside Infrastructure Project (construction of Airport Runway Widening and West side development for hangar and infrastructure improvements).</b> |                                       |                                        |                                    |                                                |                                    |

|                                                                                                            |                                                                     |
|------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Estimated Cost                                                                                             | \$1,287,731.00                                                      |
| Is this Item Budgeted?                                                                                     | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <b>If no, please explain how item will be funded (briefly explain in space below) :</b>                    |                                                                     |
| <b>Accepting \$3,471,778.00 in 2022 ARPA Funds and allocating a portion of the Funds for expenditures.</b> |                                                                     |





## Budget Adjustment Request

|                              |                 |
|------------------------------|-----------------|
| Date of City Council Meeting | 11/22/2022      |
| Department                   | Accounting      |
| Submitted by                 | Gladys Shoemake |
| Phone                        | (479) 271-3115  |

|                                                                                                                                                                                                                                                                                                                                                                                              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose of Budget Adjustment</b> <i>(Enter purpose in space below):</i><br><b>Resolution to recognize and accept \$3,471,778.00 in ARPA Funding received in 2022, to allocate \$287,731.00 of this funding to the previously approved Sub-Award Agreement with Excellerate Foundation DBA Upskill NWA, and to allocate \$1,000,000.00 to the Airport-Westside Infrastructure Proejct.</b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| General Ledger Account Information*                                                           |        |                            |                 |                 |
|-----------------------------------------------------------------------------------------------|--------|----------------------------|-----------------|-----------------|
| Org (Department)                                                                              | Object | Account Description        | Revenue + ( - ) | Expense + ( - ) |
| 401010                                                                                        | 33110  | Federal Direct Grant       | \$ 3,471,778.00 |                 |
| 401010                                                                                        | 45810  | Travel & Training          |                 | \$ 287,731.00   |
| 401010                                                                                        | 47390  | Other Improvements         |                 | \$ 1,000,000.00 |
|                                                                                               |        |                            |                 |                 |
|                                                                                               |        |                            |                 |                 |
|                                                                                               |        |                            |                 |                 |
|                                                                                               |        | Totals                     | \$ 3,471,778.00 | \$ 1,287,731.00 |
|                                                                                               |        | Net Impact on Fund Balance | \$ 2,184,047.00 |                 |
| *Final Account Number will be determined by Accounting Department after approval and purchase |        |                            |                 |                 |





# MEMORANDUM

## PURCHASING

**TO:** Mayor Orman, City Council

**FROM:** Gladys Shoemaker, Purchasing Manager

**DATE:** December 13, 2022

**SUBJECT:** Acceptance of 2022 ARPA Funds and Allocation for Expenditures

Request for City Council to approve a Resolution to recognize and accept \$3,471,778.00 in ARPA Funding received in 2022, and to allocate funds for previously selected ARPA projects/expenditures as follows:

- **\$287,731.00** of this funding to the previously approved Sub-Award Agreement with Excellerate Foundation DBA Upskill NWA. (Sub-Award approved at the August 23 Council meeting).
- **\$1,000,000.00** to fund the construction of the Airport Runway Widening project, and West side development for hangar and infrastructure improvements.

The 2022 ARPA funds were received on June 9, 2022. While Staff has previously discussed the \$3,471,778.00 in ARPA funding received in 2022, the Agreement with Upskill NWA was approved during the August 23, 2022 City Council Meeting, and the Airport-Westside Infrastructure project was selected for use of ARPA funding, the funds were not formally accepted through a Resolution and Budget Adjustment; this is a housekeeping item as we prepare for year-end 2022, and for the Airport project to begin in 2023.

Below is a breakdown of the current status of ARPA Funds:

| Summary:                                                      |                          |                                       |                      |
|---------------------------------------------------------------|--------------------------|---------------------------------------|----------------------|
| ALL ITEMS                                                     | Planned/Requested Amount | Amount Estimated to be Used           | Amount Spent To-Date |
| Category 1 Items (see list below)                             | \$ 452,164.00            | \$ 175,000.00                         |                      |
| Set-Aside for Future PPE (Category 1)                         | \$ 250,000.00            | (not anticipating use of full amount) | \$ 7,008.00          |
| Laptops for District Court for Remote Work (Category 1)       | \$ 28,000.00             | (not anticipating use of full amount) | \$ 19,383.90         |
| Upgrade to Courtroom to Facilitate Zoom Hearings (Category 1) | \$ 10,000.00             | (not anticipating use of full amount) | \$ 6,815.20          |
| Sign Trailer (Category 1)                                     | \$ 30,000.00             |                                       | \$ 30,000.00         |
| Expand City's Remote Workforce Capability (Category 1)        | \$ 80,000.00             |                                       | \$ 3,591.05          |
| Premium Pay                                                   | \$ 1,400,000.00          | \$ 1,211,089.50                       | \$ 1,211,089.50      |
| Network Security                                              | \$ 377,000.00            | \$ 377,000.00                         | \$ 168,505.66        |
| In-Vessel Project                                             | \$ 2,500,000.00          | \$ 2,500,000.00                       | -                    |
| AMI System Upgrade                                            | \$ 968,000.00            | \$ 605,000.00                         | -                    |
| Drainage Project- Mayflower                                   | \$ 375,000.00            | \$ 375,000.00                         | -                    |
| Town Branch Stream Bank Improvements                          | \$ 100,000.00            | \$ 100,000.00                         | -                    |
| Airport-Westside Infrastructure                               | \$ 1,000,000.00          | \$ 1,000,000.00                       | -                    |
| Upskill                                                       | \$ 287,731.00            | \$ 287,731.00                         | \$ 57,546.20         |
|                                                               |                          | \$ 6,630,820.50                       | \$ 1,503,939.51      |

Total Amount Originally Available: \$6,943,556.00

Amount Estimated to be Used: \$6,630,820.50  
Remaining Amount: \$312,735.00

Approval for the use of Funds for remaining approved projects and other purposes will be brought forward as the items are ready.

Please contact me with any questions.

Gladys Shoemaker, Purchasing Manager

[gshoemaker@bentonvillear.com](mailto:gshoemaker@bentonvillear.com) – (479) 271-3115

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

**A RESOLUTION RECOGNIZING THREE MILLION FOUR HUNDRED SEVENTY-ONE THOUSAND SEVEN HUNDRED SEVENTY-EIGHT DOLLARS (\$3,471,778.00) IN ARPA FUNDING; ADJUSTING THE 2022 BUDGET TO APPROPRIATE ONE MILLION TWO HUNDRED EIGHTY-SEVEN THOUSAND SEVEN HUNDRED THIRTY-ONE DOLLARS (\$1,287,731.00) OF THAT FUNDING INTO VARIOUS EXPENSE ACCOUNTS; AND FOR OTHER PURPOSES.**

**WHEREAS**, in 2022, the City of Bentonville received three million four hundred seventy-one seven hundred seventy-eight dollars (\$3,471,778.00) in American Rescue Plan funding;

**WHEREAS**, City Council has approved projects to put these funds towards; and

**WHEREAS**, the 2022 budget should be amended to adjust one million two hundred eighty-seven thousand seven hundred thirty-one dollars (\$1,287,731.00) for the approved Airport Infrastructure Project and the Excellerate Foundation d/b/a Upskill NWA agreement.

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

Section 1: The 2022 Budget is hereby adjusted to accept these and other funds and to appropriate the same to various accounts as noted below:

| General Ledger Account Information* |        |                      |                 |                 |
|-------------------------------------|--------|----------------------|-----------------|-----------------|
| Org (Department)                    | Object | Account Description  | Revenue + ( - ) | Expense + ( - ) |
| 401010                              | 33110  | Federal Direct Grant | \$ 3,471,778.00 |                 |
| 401010                              | 45810  | Travel & Training    |                 | \$ 287,731.00   |
| 401010                              | 47390  | Other Improvements   |                 | \$ 1,000,000.00 |
|                                     |        |                      |                 |                 |
|                                     |        |                      |                 |                 |
|                                     |        |                      |                 |                 |
| Totals                              |        |                      | \$ 3,471,778.00 | \$ 1,287,731.00 |
| Net Impact on Fund Balance          |        |                      | \$              | 2,184,047.00    |

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

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

**PASSED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2022.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**MAYOR**

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



## Agenda Item Form

|                              |                 |
|------------------------------|-----------------|
| Date of City Council Meeting | 12/13/2022      |
| Department                   | Human Resources |
| Submitted by                 | Ed Wheeler      |
| Phone                        | (479) 271-3191  |

|                                                                        |                                       |                                        |                                               |                                     |                                    |
|------------------------------------------------------------------------|---------------------------------------|----------------------------------------|-----------------------------------------------|-------------------------------------|------------------------------------|
| Item Type: (Check Applicable Item Type)                                |                                       |                                        |                                               |                                     |                                    |
| <input type="checkbox"/> Budget Adjustment                             | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| Recommendation/Suggested Action (Enter recommendation in space below): |                                       |                                        |                                               |                                     |                                    |
| Ordinance approving changes to the City personnel policy manual.       |                                       |                                        |                                               |                                     |                                    |

|                                                                                  |                                                                                       |
|----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Estimated Cost                                                                   | Any costs associated with these changes have been incorporated into 2023 city budget. |
| Is this Item Budgeted?                                                           | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                   |
| If no, please explain how item will be funded (briefly explain in space below) : |                                                                                       |
|                                                                                  |                                                                                       |





2 December, 2022

**MEMORANDUM**

From: Ed Wheeler, HR Manager

Subject: 2023 Policy Manual Changes

Each year in October the HR department compiles recommended changes to the personnel policy manual. These changes are driven by state/federal law changes, budget recommendations, new city benefits, new/amended policies, and clarifications.

Attached are the recommended policy manual changes.

The cost for any changes contained herein have previously been approved as part of the 2023 budget

Respectfully,

Ed Wheeler  
HR Manager



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

**AN ORDINANCE ADOPTING AMENDMENTS TO THE PERSONNEL POLICY FOR THE CITY OF BENTONVILLE, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Human Resources Department reviews the Personnel Policy and recommends changes for the 2023 year;

**WHEREAS**, these changes have been reviewed by City staff as part of the Policy Manual Review Committee; and

**WHEREAS**, any cost changes resulting from this amendment are included in the 2023 budget.

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

Section 1: The City of Bentonville Personnel Policy, should be and the same is hereby amended as shown in the attached Exhibit “A”, with updated language shown in blue;

Section 2 - Emergency Clause: The need to make this change is immediate, so as not to affect the timing of annual review merit pay increases to City employees, and an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from the date of its passage and approval;

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

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

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

**APPROVED:**

\_\_\_\_\_  
**STEPHANIE ORMAN, Mayor**

**Attest:**

\_\_\_\_\_  
**KIRBY ROMINES, City Clerk**

## Exhibit “A”

### 2023 Policy Manual Changes – DRAFT

#### PURPOSE AND SCOPE

It is the purpose and intent of this document to establish consistent personnel policies and procedures for all City of Bentonville employees, both to help make the management of City departments and functions more efficient and economical, and to help encourage a positive working relationship between all City employees, elected officials, and citizens. These policies apply to all employees of the City unless specified otherwise.

Should any provisions of this document be determined to be contrary to federal, state, or local law, the remaining provisions shall remain in full force and effect. To the extent that any state law provides additional or different benefits or rights to employees, the provisions of this document shall be deemed to include those statements of law.

The City of Bentonville possesses the sole right to operate and manage the affairs of the City. Each Department Head or Manager may have specific written personnel policies which are applicable to that department only, if approved by the Mayor and the City Council. Such department policies may not be less restrictive than, and are considered a part of, the City-wide personnel policies and procedures.

**The City will periodically undertake a complete review of this policy manual, employing the use of a “Policy Manual Review Committee”, made up of department representatives appointed to the committee by their Department Head. In the interim years the human resources department will, at the direction of the Mayor, submit policy manual changes as needed to the City Council for approval and adoption.**

#### SECTION 1 - EMPLOYMENT

- 1.11 **Job Offers.** Prior to a job offer being extended, the hiring manager shall make a good faith effort to conduct (and attempt to document) two (2) prior employment reference checks on the applicant. The Human Resources department can assist hiring managers with this process if requested. Department heads or managers (or the Mayor in the event the position to be filled is a department head) shall make the final decision with respect to hiring new employees and promoting or transferring existing employees, within the confines of this policy. **After completing the interviewing and screening process, the hiring manager will make the verbal (conditional) job offer. After completion of the new hire qualification process the written offer letter will be submitted to the candidate by the HR department for their approval and signature.** After a

conditional job offer is made, The City requires certain pre-employment qualifications for all full-time and part-time applicants. This includes **applicable** pre-employment physicals, drug testing, and credit checks. Police, fire, and other security sensitive candidates may require additional pre-employment qualifications. **Medical physicals are required for all police, fire, parks maintenance, public works maintenance, and utility employees (water, sewer, electric, street, wastewater, meter, and inventory). All new employees, part-time and full-time get a pre-employment drug test.** Additionally, the City reserves the right to conduct other job-related background checks, including criminal conviction background checks, driving record checks, Commercial Driver's License checks and/or other job related checks on applicants and to base employment and continued employment on the results of these checks. The HR department will coordinate and schedule these pre-employment qualification checks.

- 1.15 **Pre-Employment Physicals.** The City reserves the right to require pre-employment physical and drug test, after a conditional job offer has been made and prior to the applicant starting work, in any **full-time or year-round position. (see Section 1.11 above).** Applicants for safety-sensitive or security-sensitive positions (as defined under "Drugs and Alcohol" paragraph in the Standards of Conduct section of this manual) may be required to submit to drug testing. The physical and drug testing will be paid for by the hiring department. The physical shall determine whether the applicant can perform the essential functions of the job with or without reasonable accommodation. The physical shall be performed by a licensed physician selected by the City, who will be provided with the applicable physical/mental requirements of the vacant position prior to conducting the physical. The applicant's medical records shall be maintained in the physician's office with a summary report provided to the City's Human Resource department on whether the employee can or cannot do the job and what, if any, restrictions are necessary to determine any work restructuring or accommodations. **If an employee is required to take a pre-employment physical,** the physician makes the medical determination relative to physical/mental requirements of the job and any direct safety threat determinations. These determinations are only recommendations subject to the decision by the City whether any necessary accommodations are reasonable to make. Any medical reports received by Human Resources will be maintained in confidential files separate from employee personnel files, and will be shared only with those who have a need to know.
- 1.17 **Drivers' Licenses.** **To perform the duties in certain positions, employees are required to maintain either a valid operators license or a valid Commercial Driver's License (CDL). The requirements for requiring a driver's license and the specific type are contained in the job description for each position or communicated to the employees by their manager or supervisor before hiring.** Firefighters are required to have a "P" (for Passenger - or other similar designation as specified by the licensing requirements of their State's driver's license) designation on their drivers' licenses if certified to drive the department's

equipment. In other jobs, City employees may be required to drive City vehicles, or to drive a rental car on City business, which requires employees to maintain a regular valid Driver's License for the state in which they reside. All such employees shall be required to sign a release to authorize the City to make requests on a regular basis to the State Office of Driver Services for information concerning any driving violations on the employees' records. License checks shall be requested on all new hires. **All employees who are required to drive a City vehicle are required to maintain a valid driver's license at all times. The City reserves the right to conduct periodic license checks. Failure to maintain a valid driver's license, or the discovery of serious motor vehicle infractions on the employee's driving record may be grounds for termination. Employees are required to notify their supervisor immediately if their valid driver's license is suspended, restricted, revoked, or altered in any way or if they lose their driver's license for any reason. Failure to notify the supervisor of a revoked, suspended, restricted, or altered driver's license can be grounds for termination of employment.**

- 1.19 **New Hire Orientation.** All new employees shall be scheduled to meet with the Human Resources office within the first week of employment for "On-Boarding". At that time, they will complete all necessary forms, have their picture taken for a City identification badge (if requested by their department), and be given appropriate information on City employment. Additionally, various level of computer and communication access will be provided by the Information Technology (IT) department. All new employees and rehired employees will be required, at the time of hire, to show proof that they can legally work in the United States. **The HR department shall provide a written "Offer Letter" detailing the basic terms of their employment.** The City on-boarding process will welcome and orient the new employee to the City and cover topics like:

- City Structure
- Mission Statement and Core Values
- Basic City Employment Policies
- Employee Self-Service
- Payroll and Time Entry
- **Bamboo HR System**
- Ethics
- Family & Medical Leave Act (FMLA)
- Sick Leave
- Vacation, Holidays, Comp Time
- Safety and Workers Compensation
- Harassment
- Diversity and Inclusion
- Open Door Policy

## **SECTION 4 – TERMINATION OF EMPLOYMENT**

- 4.2 **Resignation.** Employees desiring to end their employment relationship with the City are strongly urged to notify the City at least two weeks in advance of their intended resignation. Such notice should be given in writing to the employee's supervisor and should include the reason for leaving as well as the proposed effective date. Two weeks notice is understood to mean that the resigning employee will be available for work during this two week notice period. **It is up to the discretion of the manager/supervisor to allow employees, who give their notice, to take vacation or compensatory time during the notice period, prior to their actual termination date.** Similarly, after giving notice, a manager/supervisor can end the employment relationship prior to the established departure date due to lack of work, absenteeism, behavior/attitude problems, or to facilitate the hiring of a replacement employee earlier than anticipated. Additionally, after giving notice, any employee not reporting to work or not calling in for three consecutive work days will be considered to have abandoned their job. Their final paycheck will be issued with the next regular payroll.

## **SECTION 6. SICK LEAVE**

### **6.1 Family and Medical Leave Act (FMLA)**

6.2.1 **Family Medical Leaves.** The Family Medical Leave Act (FMLA) is a federal leave law that provides up to 12 weeks (480 work hours) of "job protected" leave for **qualifying** absences taken by an employee. Only eligible employees can be granted FMLA leave. **FMLA can be used for the treatment of serious medical conditions (i.e. disease treatment, surgery, broken bones, etc...) or psychological conditions (i.e. mental health treatment, etc...). Additionally, FMLA can be used for the care of a child after birth, adoption, or foster placement, including time taken by an employee to help his/her spouse recover from childbirth.** These serious health or medical conditions can be those of the employee, their legal spouse, their parent, their biological, foster, or legal stepchild (the City has chosen to include children or stepchildren regardless of age). Requests for exception to this policy can only be granted with written approval by the Mayor.

**The City educates and informs all employees on the provisions of FMLA. Newly hired employees receive information about FMLA during their on-boarding process. Managers and supervisors receive refresher training on FMLA during annual manager/supervisor training. Additionally, the City posts "Federally-Required" FMLA posters in every department, in places that all employees routinely have access to. City FMLA training and the federally-required posters are updated periodically, whenever significant changes are made to the FMLA.**

Not all health and medical conditions are covered by FMLA. If eligible and qualified, employees may be placed on FMLA (job protected leave) and can use their accrued sick pay, accrued compensatory time, or accrued vacation time to have income while they are off on FMLA leave. Once they have exhausted their “paid” options, they will be placed on “unpaid” leave for the duration of their FMLA.

- 6.2.2 **Sick Leave – Non FMLA.** If the employee’s health condition does not qualify for FMLA leave, they will NOT be placed on FMLA leave. They can; however, be placed on “sick leave” and can use their accrued sick pay, accrued compensatory time off, and their accrued vacation to have income while they are off on sick leave. Once they have exhausted their “paid” options, it is up to the discretion of the **Mayor and Department Head** whether to allow them to take an unpaid leave of absence. However, if the unpaid leave of absence is approved, it will not exceed 60 calendar days. In all cases, a doctor’s note will be required upon the employee’s return to work
- 6.2.3 **Eligibility.** To be eligible for FMLA, the employee must be a full-time or part-time employee (no seasonal or temporary employees are eligible). They must have been employed by the City for at least 12 months, and during the preceding 12 months prior to their request, they must have worked at least 1250 hours. For employees with “broken service” (prior periods of employment with the City), their eligibility starts when they were last rehired.
- 6.2.4 **Entitlement.** For eligible employees, FMLA time covers both paid sick leave and leave without pay for a maximum of 12 work weeks of five work days each consisting of eight-hour work days (12 work weeks x 40 work hours) in a rolling twelve month period looking backward from the date of the request. This calculates to 1440 work hours for **shift firefighters** and 480 work hours for all other employees. For employees who are out on FMLA for maternity reasons and using their accrued sick time, the City grants the employee up to Six (6) weeks of paid time off. After the 6 paid weeks have elapsed, the employee will have to provide a doctor’s note from **their or their/spouses** doctor indicating that they **or their spouse/child are still under a doctor’s** care and have not been released back to work, in order to continue using their accrued sick pay while on their remaining 6 weeks of FMLA entitled leave.
- 6.2.5 **FMLA Provisions for Spouses Both Working for the City.** Title 29 , Sub Section 825.202(a) outlines FMLA leave provisions when both employees work for the City. When two employees are legal spouses or partners, both are eligible for FMLA leave, both taking FMLA leave for the birth of their child, and both work for the City, they are limited to the SHARING of the 12 weeks of FMLA leave in any time division they choose. In the event of a different FMLA leave qualification, each employee can use their remaining unused FMLA weeks for that FMLA event.
- 6.2.6 **Compliance with the Act.** The FMLA is Federal law governing the administration of FMLA use for any and all qualified employees. All qualified employees who are using

FMLA leave are subject to ALL of the provisions of the Act, as specified in 29 Code of Federal Regulations, (CFR) Part 825. The employees using FMLA are solely responsible for knowing, understanding, and complying with ALL the provisions of the Act at the time the employee(s) is/are using FMLA, and subject to any changes in the act or to the employee's leave qualification status.

- 6.2.7 **Leave Designations.** Employees can be placed on FMLA via two routes; (1) the eligible employee requests to be placed on FMLA leave or (2) the City designates the employee's leave to be FMLA. **Employees wishing to request FMLA need to provide "documentation" of their qualifying condition. The City can accept a variety of documents. In the case of a medical condition, a "doctors note" outlining the condition can be used, or documentation of a scheduled medical procedure. Additionally, the City will accept the completed US Department of Labor Form (WH-380-E). For adoption or foster care placement the employee can provide whatever court or agency documentation is provided showing the employee being involved in adoption or foster care proceedings.** Upon receipt of an employee's request for FMLA, the City will notify the employee (in writing) whether their leave is approved or denied. If the City designates the leave to be FMLA, they will also notify the employee (in writing) that their leave has been designated as FMLA leave. Whether or not FMLA notice was given by the employee or the City, it will always be assumed that an absence due to a serious medical condition or birth/adoption/foster care as defined above will be treated as an FMLA leave.
- 6.2.8 **Insurance.** If an employee covered under the City's health insurance plan is on approved FMLA Leave, and is in an unpaid status, the employee will remain in an "active" status, which means that the City will pay the employer's portion of the health insurance premium. The employee will be responsible for their portion of the premium. No sick leave will be accrued while the employee is in an unpaid leave status.
- 6.2.9 **Job Protection.** **When an eligible employee is on FMLA leave, the City is required to hold open the employee's original position, or an equivalent position with equivalent pay and benefits, for 12 weeks. Once that 12 week period has expired, if the employee has not returned, FMLA leave will be considered ended. After FMLA leave has expired, if the employee is still medically-restricted from returning to work, but still has accrued sick leave, accrued compensatory time off, or accrued vacation, they may be allowed to remain on leave in one of these categories until they have exhausted all their paid leave entitlements. For non-medical FMLA, employees with accrued compensatory time off or accrued vacation may be allowed to remain on leave in one of these categories until they have exhausted all their paid leave entitlements. After the employee exhausts all these paid leave entitlements, it is up to the discretion of the Mayor and Department Head whether to allow the employee to remain on an unpaid leave of absence. However, if the unpaid leave of absence is approved, it will not exceed 60 calendar days. In all cases, a doctor's note will be required upon the employee's return to work.**



- 6.2.10 **Reasonable Accommodation.** At the end of FMLA leave, the City will determine whether it can continue to hold the position open as a “Reasonable Accommodation” under the Americans with Disabilities Act (ADA). For this to be an option, the employee would have to be eligible under the ADA for consideration of a reasonable accommodation. Additional unpaid leave in accordance with the ADA will be considered if the leave would constitute a “reasonable accommodation” AND if the employee is otherwise qualified and requests the additional unpaid leave in writing. At the end of the FMLA leave, if the employee is (a) otherwise qualified, (b) requests the unpaid leave in writing, (c) the leave is deemed a reasonable accommodation, and (d) the leave is approved by the City, the City will continue to pay the employer’s portion of the health insurance premium, if covered by the city’s insurance. The employee will be responsible for his/her portion of the premium. If an employee returns to work during the second pay period of the payroll month, the City will pay the City’s portion of the health insurance premium for both pay periods of that month.
- 6.2.11 **Outside Employment.** Employees who are out on FMLA leave or Workers Compensations Leave, whether paid or unpaid, are prohibited from taking employment with any other employer or engaging in self-employment unless they obtain the written approval of their department head or manager. Normally, these requests will only be approved where the employee had requested and is eligible (as defined by their physician) for “light duty” work and the City does not have any light duty work to offer. In this case, the employee may accept outside employment or self-employment, with the written approval of their department head or manager, as long as the duties and responsibilities of the light-duty work performed do not exceed the employee’s work restrictions as defined by their physician. Employees who are found working outside the scope of this policy are subject to termination of their employment with the City.
- 6.3 **Doctor’s Certificate And Return to Work.** Both hourly and salaried employees are required to provide a doctor’s certificate or “note” in the form of a release for return to work, if they are off for medical reasons for more than 3 consecutive work days (except for shift firefighters for whom it would be 72 consecutive work hours), including long term FMLA leaves. If the absence of more than the three consecutive work days is for family illness, a doctor’s certificate from the family member’s doctor is required. These requirements for doctors’ notes apply regardless of the medical reason for the absence, including injuries and pregnancy. Failure to provide a doctor’s note may result in a loss of pay for the time off. Employees are required to return to work on the day stated in the doctor’s release unless they request and receive advance approval for vacation time or compensatory time off. Failure to return as stated will be interpreted as a resignation by the employee, based on the three-day/no call resignation policy stated in section 4.2.
- 6.4 **Light Duty.** There may be an opportunity for an employee to come back to work in a “Light Duty” or “Limited Duty” status. This **IS NOT** a guaranteed option for employees. Light or limited duty will only be considered if (a) there is light or limited duty work available, (b) if the department manager approves the light or limited duty, and (c) if the



employee's physician will allow the employee to work on a light or limited basis. Light or limited duty can consist of a change in duties or limited work hours. In order for the employee to work in a light or limited capacity, the **EXACT** light or limited duties and/or hours must be provided to the employee's physician (in writing) and their approval must be based on this data. Once started, a light or limited duty situation can be ended at any time by the employee, the department manager, or the employee's physician.

## **SECTION 8 – OTHER BENEFITS**

- 8.1.1 **Medical, Dental, and Vision Insurance.** The City contracts with a health care provider to provide, subject to deductibles and co-payments, medical, dental, vision, prescription drug, and life insurance for eligible full-time employees. Employees may choose to enroll for coverage or waive enrollment at the time of employment and annually during open enrollment. If employees choose to sign up for the coverage, the City and the employee share the cost of the monthly premium. The City pays a “Fixed Equal Amount” regardless of the plan that the employee chooses. The premium covers the medical, dental, and prescription drug card. Retirees who are vested in their retirement plan and are eligible to receive a retirement benefit (upon application for and receipt of the retirement benefit) may continue the medical, dental, and prescription card coverage by payment of 100% of the monthly premium. Other employees may continue the same coverage for a limited period of time by paying 100% of the **monthly premium for Comprehensive Budget Reconciliation Act (COBRA)**. Only regular, full-time employees working an average of 30 hours per week are eligible for these City benefits, unless otherwise specified.
- 8.1.2 **Prescription Coverage.** Certain medical prescriptions are covered. Employees who are covered under the City's Preferred Provider Organization (PPO) are required to pay a co-payment, the amount of which depends on whether the drug is a “Preferred”, “Non-Preferred”, or a “Generic” brand. Retirees who continue with the PPO plan are also covered by this plan.
- 8.1.5 **Other Optional Insurance.** The City makes available several voluntary healthcare and insurance products which regular full time employees may review and decide whether to purchase through payroll deduction. Products include short-term disability coverage, cancer insurance, **life insurance, critical illness insurance, etc. Employees choosing Short-Term Disability (STD) coverage MUST use all their accrued sick leave before they can be paid through the STD program.**
- 8.4 **Cafeteria Plan.** Section 125 of the Internal Revenue Service regulations allows the City to offer a payroll deduction plan for qualified employees to use to pay for the costs of certain medical insurance premiums, certain life insurance premiums, **unreimbursed medical expenses, and dependent day care. Full time new hires are eligible to participate in the plan effective the first of the month following**

thirty days of employment.

- 8.6.1 **Tuition Assistance.** The City does provide “Tuition Assistance” to qualified employees to **ASSIST** with the cost of attaining a “job related” Associates, Bachelors or Masters degree or technical certification. This program will assist in paying tuition expenses, lab fees, and books for college level **JOB RELATED** courses taken by regular full time employees who have completed at least one year of full-time employment with the City. Additionally, employees may only receive tuition assistance for **degree programs** from educational institutions which are nationally accredited and provide transferrable college credits. **Additionally, all requests for tuition assistance MUST be approved in-advance of taking classes, by the Department Head, Human Resources, the Finance Director, and the Mayor.** Exceptions to these requirements and this policy can only be granted by the Mayor. Tuition assistance only applies to those programs that are voluntary on the part of the employee and are taken/attended by the employee on their own time. Additionally, employees wishing to participate in this program will be required to sign a tuition assistance agreement.

The **MAXIMUM** that any employee may receive during any calendar year is \$1,500.00 and money that is budgeted by the department for tuition assistance may be removed from the budget at any time by the department manager, finance director, Mayor, or City Council without notice.

All employees participating in the tuition assistance program will be required to sign a written agreement between the City and the employee concerning completion of the course. The term “job-related” refers to courses that will help the employee in their current position or help prepare them for advancement to a realistic future position. **Non-Job-Related electives that are required for a job-related degree or technical certification will be reviewed by the on a case-by-case basis by the department head to determine whether they will be covered.**

The courses covered by tuition assistance shall be taken outside of the employee’s working hours and will not conflict with normal City operations. (Examination fees may be eligible for **reimbursement**, if an employee petitions the college for credit by examination, and successfully passes the examination rather than taking the course). **A maximum of two (2) courses per term/semester can be approved, including courses for which credit by examination is received.**

- 8.7 **Service Anniversary Recognition.** At the City’s annual holiday luncheon, full-time and part-time employees who reach a significant milestone anniversary that year (5<sup>th</sup>, 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup>, 25<sup>th</sup>, & 30<sup>th</sup>) years of consecutive service to the City, based on their date of hire, are recognized with a certificate and a service award. **After 30 years of consecutive service to the City, employees are eligible for an additional service award for every five years of service, with an additional \$100.00 added for each service award milestone.** The service award normally

takes the form of a bank check and is structured as outlined below. These awards reflect gross amounts.

Five Year Anniversary - \$100.00

Ten Year Anniversary - \$200.00

Fifteen Year Anniversary - \$300.00

Twenty Year Anniversary - \$400.00

Twenty Five Year Anniversary - \$500.00

Thirty Year Anniversary - \$600.00

## **Section 10. SALARY ADMINISTRATION**

- 10.1 **Definition.** The Salary Administration program is the formal system for classifying positions in a structured manner, and compensating employees fairly and equitably. It is divided into two distinct programs, the Compensation Program, which deals with raises, promotions, and performance reviews, and the Classification System, which deals with pay grades, job descriptions, and classification of positions.
- 10.2 **Compensation Program.** The foundation of the compensation program is the “Salary Plan”, which lists all jobs in their assigned pay grade and salary range. On a regular basis the salary plan will be reviewed by department heads and managers, human resources, and the finance director. Any proposed changes to the plan will be forwarded to the Mayor for consideration, and, if recommended by the Mayor, submitted to the City Council for approval. If approved by the Council, the salary plan will apply to all jobs in the City for the following calendar year, or until changes are approved/made or a new plan is adopted by the City Council. The salary plan will be posted on the City’s “intranet” in a “Read Only” format, accessible to all employees. Any changes requested during the year will follow the same approval process.
- 10.2.1 **Distribution of Pay.** All employees work fourteen-day pay periods ending on alternate Sundays, and are paid every other week (bi-weekly). Employees who have requested that their paychecks be directly deposited in the bank of their choice will receive a pay stub on or before the scheduled pay date **and pay stubs will be automatically sent to each employee’s Employee Self-Service (ESS) account**, reflecting their earnings and deductions. Any deviation to the distribution of pay policy must go through the department manager, department head, and the finance director.
- 10.2.2 **Pay Rates for New Employees.** It is the intent of the salary plan that the starting salary for a new employee shall be the minimum rate of pay for the position. Offers

up to 10% above the minimum may be made with approval of the department head or manager. Requests to extend offers more than 10%, up to the midpoint of the range, must be submitted to the Mayor for written approval **PRIOR** to the offer being extended. Requests to extend offers above the midpoint of the range must be approved by the City Council. Offers above the minimum of the range should only be made if a selected candidate exceeds the minimum qualifications stated in the job description, and if it has been determined that the candidate is the best one for the position. Otherwise, every effort must be made to recruit a qualified employee who will accept the position at or closer to the minimum of the range.

It is **CRITICAL** that managers take into consideration the salaries of other employees already in the department if they extend offers above the minimum of the range to new employees, to guard against “compression” problems that may be created with the salaries of other employees. Managers must also be certain that their salary budget will cover the funding of a position above the minimum of the range. If it is found to be impossible to recruit an employee without going above the midpoint of the range, it may be necessary to re-evaluate the job to determine if a higher pay grade is appropriate.

**10.2.3 Pay Rates for Rehired Employees.** If a former employee is rehired, the department head or department manager of the hiring department will determine the rehire rate of pay, not to exceed the midpoint of the salary range. Depending on the length of absence, the employee will receive the benefit eligibility as outlined in Section 1, Paragraph 1.9. Only those employees who were deemed eligible for rehire may be considered for rehire. (See “Job Family Promotions” below, for information on the rehire of employees into positions that are part of a Job Family.)

**10.2.5 Annual Pay Raises and Reviews.** To ensure that employees perform their jobs to the best of their ability, it is important that they be recognized for good performance, and that they receive suggestions for improvement when necessary. Consistent with this goal, an employee’s performance should be evaluated by their supervisor at least annually, documenting the prior twelve-month’s performance. Performance evaluations and annual pay raises, although closely related, are done at different times and on different schedules. The dates for the conducting performance evaluations and the dates for the administration of annual pay raises will be established annually, as specified by the Mayor and Human Resources. Anyone hired after October first each year will not be eligible for January first merit increases.

All written performance reviews shall be based on the employee’s overall job performance in relation to the employee’s established goals and job responsibilities. Goals should be set by both the employee and their

supervisor, and should include training, education, skill acquisition, workplace safety, professional development, conduct, demeanor, attitude, attendance and tardiness. Goals should follow the acronym SMART, and be Specific, Measurable, Achievable, Relevant, and Timely.

**Specific:** State exactly what you want the employee to accomplish (Who, What, Where, Why).

**Measurable:** How will you demonstrate and evaluate the extent to which the goal has been met?

**Achievable:** Stretch and challenging goals within ability to achieve outcomes.

**Relevant:** How does the goal tie into your key responsibility? How is it aligned to the objectives?

**Timely:** Set one (1) or more “Target Dates” and the “Complete By When” dates to guide your goal for successful and timely completion. Include deadlines, dates, and frequencies.

Prior to writing their performance reviews, managers/supervisors may choose to request input from their employees’ co-workers or other employees or managers in their department or other departments. If the supervisor believes that the input received is not objective or fair, he/she has the right to reject it.

The supervisor who completes the written review must discuss it “in person” with the employee prior to asking that employee for his/her signature. The employee’s signature does not necessarily indicate agreement with the review, but confirms that the contents of it have been reviewed and discussed with the employee and that the employee was given a copy. The employee shall be given an opportunity to write comments on the review at the time of signature or within a reasonable period of time. See paragraph 10.2.5.2 below on discussions with employees about their pay raise.

In addition to the annual performance reviews, a special written performance evaluation may be conducted by the employee’s Department Head or Manager at any time to advise the employee of his/her current level of performance, and, where appropriate, to address the existence of performance or disciplinary problems and solutions.

**10.2.5.1 Performance Evaluation.** With the establishment of clearly identified and specified goals, employees are evaluated on their achievement of those goals and their overall work performance. Employees who meet their established goals are considered to have met the minimum acceptable standards of performance. Employees who are given “Stretch” goals and meet those are considered to have “exceeded” the minimum acceptable standards of performance. Employees who fail

to meet their established goals are considered to NOT meet the minimum acceptable standards of performance. Regardless of the employee's achievement of established goals, employees who are on restricted sick leave at the time of their evaluation or on a performance improvement plan WILL NOT be eligible to receive an annual merit increase.

It is highly encouraged that the "next level manager" review all performance reviews written by their subordinate managers prior to the evaluation being given to the employee and recorded in Bamboo. It is recommended that any reviews with an above average or below average rating be signed off by the next level manager before being discussed with the employee.

**10.2.5.2 Merit Increases.** Once the performance evaluation is complete, the manager can consider a "merit increase". Each year the Mayor and Finance Director, with the approval of the City Council, determine an "Average" salary increase percentage that is used in the preparation of the annual budget. That percentage amount is distributed to each department. The department head/manager is then responsible for determining which employees, based on their evaluation, will receive which percentage of increase. There MUST be a direct correlation between the percentage of raise given and the employee's achievement of established goals and work performance. Employees whose goal achievement and performance is consistently below average, should only be considered for a "below average" raise, or no raise at all. Consequently, those employees whose goal achievement and performance is evaluated as above average may receive an "above average" increase.

Each department is given a budget for salary increases as part of the annual budget process approved by the City Council. That budget percentage is the guideline to use to determine an "average" raise, but department heads or managers may give above average and below average raises, keeping their total department salaries within the budgeted amount for that payroll year. Employees who are at the maximum of their salary range are not eligible for a pay increase using this process. Once necessary levels of approval have been obtained, the employee shall be told the amount of the raise and will receive that amount at the beginning of the year.

**10.2.6.1 License and Certification Incentive Programs** Many City departments have established License and Certification Incentive programs within their departments, to encourage employees to obtain and maintain various licenses and certifications needed to perform a wide variety of required tasks and services. Employees who achieve these licenses and certifications are eligible to receive "Additional Pay". These incentive programs are established by the departments formalized in writing and approved by the Department Head/Manager and Human Resources, and then made part of the annual City pay plan. Once established, employees wanting to participate must meet the following guidelines:



- A. The license and/or certifications must be required as part of the employee's job duties;
- B. The license and/or certification must be outlined in writing and certified or accredited by an outside agency. A completion certificate or proof of completion is required in order to enact the additional pay;
- C. Employees are only eligible for the additional pay for the license and/or certification while they are performing the associated job duties and as long as their certification and/or license is still valid.

In the event that the employee is no longer performing the job duties associated with the license and/or certification, or in the event the license and/or certification becomes expired or invalid, the Department Head/Manager will notify the HR department to have the additional pay stopped.

Additionally, the City will assist employees in gaining and achieving required licenses and/or certifications by providing registration and enrollment fees, study and testing materials, paying associated licensing fees, and providing appropriate study and practice time to enable the employee to achieve the required license and/or certification.

Once the employee achieves the associated license and/or certification, and is actually performing the associated job duties, the department Head/Manager will contact the HR department to start the additional pay.

10.2.7.1 **Top Out Pay** The City values the service commitments of our long-term employees and recognizes that some employees may "Top Out" in their pay ranges before they retire or leave the City. Once an employee tops out in their pay range, they are no longer eligible for annual promotional increases or Cost of Living Allowances. To address this, the City has established a "Top Out Pay" for those employees who meet the conditions below. **The provisions of this section are effective with the start of budget year 2023 and reviewed annually for adjustments. Employees who are nearing top out or who are already at top out have options to receive a portion of the annual merit increase amount as indicated below:**

- (1) If an eligible employee is close to the top of their pay range, but still has some increase opportunity, they will be able to receive some of the annual increase amount up to the top of their pay range. Additionally, based on the amount they are eligible to receive, they may also be eligible for an additional lump sum amount.
- (2) For employees who are already at top out in their pay range, they will be eligible for an annual top out pay equal to One Half (1/2) of the annual increase amount approved by City Council through the annual budget process.

**Any top out pay amounts in excess of the employee's pay range will be paid out in a lump sum and will be subject to appropriate deductions (state & federal taxes, pension costs, etc...).**

**To be eligible for top out pay, the employee must meet the following criteria:**

- (1) The employee is currently topped out in their pay grade and the employee's position is not associated with a job family/apprenticeship program with opportunities in higher grades;**
- (2) The employee is currently working as a regular, full-time employee, at least 32 hours per week;**
- (3) The employee has received an overall assessment of "Meeting or Exceeding Goals" on their most recent performance appraisal;**
- (4) The employee is not the subject of a Performance Improvement Plan (PIP) or any other disciplinary action within the past 12 months; and**
- (5) The employee is not currently on Restricted Sick leave (RSL).**

**At the end of each calendar year, employees who meet the above requirements will be eligible for an annual Top Out Pay as specified above. Even though employee's may qualify for the Top Out Pay, the City will continue to offer and encourage employees to seek out educational opportunities, skill enhancements, certifications, and career changes to enable them to seek out and qualify for positions that offer higher pay ranges and greater earning opportunities.**

**10.2.8.4 Relative to Annual Review Date. STRIKE THIS SECTION- No longer applicable.**





## Agenda Item Form

|                              |              |
|------------------------------|--------------|
| Date of City Council Meeting | 12/13/2022   |
| Department                   | Library      |
| Submitted by                 | Hadi Dudley  |
| Phone                        | 479-271-3194 |

|                                                                                                                                                                                                                                                                                                                                |                                       |                                        |                                    |                                                |                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|------------------------------------|------------------------------------------------|------------------------------------|
| Item Type: (Check Applicable Item Type)                                                                                                                                                                                                                                                                                        |                                       |                                        |                                    |                                                |                                    |
| <input checked="" type="checkbox"/> Budget Adjustment                                                                                                                                                                                                                                                                          | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| Recommendation/Suggested Action (Enter recommendation in space below):                                                                                                                                                                                                                                                         |                                       |                                        |                                    |                                                |                                    |
| Resolution approving a budget adjustment in the amount of \$5,875.66 for Bentonville Public Library to accept, correct and expend certain designated funds including impact fees revenue and donations. The project supplements the library's existing collection budget by purchasing circulating books for youth and adults. |                                       |                                        |                                    |                                                |                                    |

|                                                                                             |                                                                     |
|---------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Estimated Cost                                                                              | \$5,875.66                                                          |
| Is this Item Budgeted?                                                                      | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If no, please explain how item will be funded (briefly explain in space below) :            |                                                                     |
| Budget adjustment to accept, correct and spend funds totaling \$5,875.66 to purchase books. |                                                                     |





## Budget Adjustment Request

|                              |              |
|------------------------------|--------------|
| Date of City Council Meeting | 12/13/2022   |
| Department                   | Library      |
| Submitted by                 | Hadi Dudley  |
| Phone                        | 479-271-3194 |

|                                                                                                                                                                                                                                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose of Budget Adjustment</b> <i>(Enter purpose in space below):</i>                                                                                                                                                                            |
| <b>To accept, correct and expend certain designated funds including impact fees revenue and donations totaling \$5,875.66. The project supplements the library's existing collection budget by purchasing circulating books for youth and adults.</b> |

| General Ledger Account Information*                                                           |        |                                  |                 |                 |
|-----------------------------------------------------------------------------------------------|--------|----------------------------------|-----------------|-----------------|
| Org (Department)                                                                              | Object | Account Description              | Revenue + ( - ) | Expense + ( - ) |
| 105050                                                                                        | 37010  | Misc Donation                    | \$ 1,915.00     | \$ -            |
| 255050                                                                                        | 49110  | Impact Fees Transfer Out-General |                 | \$ 3,960.66     |
| 105050                                                                                        | 39192  | Transfer In - Impact/Capacity    | \$ 3,960.66     |                 |
| 105050                                                                                        | 42090  | Other Operating Supplies         | \$ -            | \$ 2,343.00     |
|                                                                                               |        |                                  |                 |                 |
|                                                                                               |        |                                  |                 |                 |
|                                                                                               |        |                                  |                 |                 |
|                                                                                               |        | Totals                           | \$ 5,875.66     | \$ 6,303.66     |
|                                                                                               |        | Net Impact on Fund Balance       | \$ (428.00)     |                 |
| *Final Account Number will be determined by Accounting Department after approval and purchase |        |                                  |                 |                 |



TO: Bentonville City Council, Mayor Stephanie Orman  
FROM: Hadi Dudley, Library Director  
CC: Gladys Shoemake, Purchasing Manager; and Bonnie Bridges, Associate Staff Attorney  
SUBJECT: A Budget Adjustment for the Library to accept and spend certain designated funds  
DATE: December 1, 2022

Bentonville Public Library (BPL) seeks City Council approval of a budget adjustment in the amount of **\$5,875.66** to accept, correct and expend certain funds.

The funds allow BPL to supplement its materials budget to purchase circulating books for youth and adults. Planned purchases include:

**Funds to be Spent (\$2,343)**

**\$428 from Impact Fees Revenue** – funds that were collected for the library and are available to transfer in FY2022 to purchase books for BPL’s Lucky Day Collection.

**\$500 from the NWA Council Foundation** – funds that recognized BPL’s Welcoming Week Service to purchase books that celebrate kindness, welcoming and community themes.

**\$1,415 from the Bentonville Library Foundation** – funds contributed as tributes for specific library collections to purchase children’s titles and large print books, as designated by the donors.

**Funds to be Corrected (\$3,532.66)**

**\$3,532.66 from Impact Fees Revenue** – funds that were collected for the library and were available to transfer in FY2011 for the purchase books for BPL’s collection. An order for juvenile books was placed in March 2011; the impact fees revenue was not transferred at that time. This budget adjustment corrects an accounting error.

**FY2011 Purchase Breakdown**

- PO# 033267
- Date: 3/31/2011
- Vendor: Rainbow Books
- For: 53 juvenile books
- Cost: \$3,698.88
- Check Number: 111891

Please contact me with your questions at 479-271-3194 or [hdudley@bentonvillear.com](mailto:hdudley@bentonvillear.com).

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

**A RESOLUTION AMENDING THE 2022 BUDGET TO RECOGNIZE DONATIONS AND IMPACT FEES FOR THE BENTONVILLE PUBLIC LIBRARY, IN THE TOTAL AMOUNT OF FIVE THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS AND SIXTY-SIX CENTS (\$5,875.66); AND FOR OTHER PURPOSES.**

**WHEREAS**, the Bentonville Public Library received a five hundred dollar (\$500.00) gift from the NWA Council Foundation to purchase books celebrating kindness, welcoming, and community themes;

**WHEREAS**, the Bentonville Public Library received a one thousand four hundred fifteen dollar (\$1,415.00) gift from the Bentonville Library Foundation to purchase children's titles and large print books;

**WHEREAS**, impact fees, in the amount of four hundred twenty-eight dollars (\$428.00) will be spent on books for the Lucky Day Collection; and

**WHEREAS**, impact fees, in the amount of three thousand five hundred thirty-two dollars and sixty-six cents (\$3,532.66) should be adjusted into a library expense account to correct an accounting error where impact fee funds were utilized but the expenditure was not properly documented.

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

Section 1: The City's 2022 budget is amended to recognize a total amount of five thousand eight hundred seventy-five dollars and sixty-six cents (\$5,875.66) and to appropriate such into various accounts as noted below:

| General Ledger Account Information* |        |                                  |                 |                 |
|-------------------------------------|--------|----------------------------------|-----------------|-----------------|
| Org (Department)                    | Object | Account Description              | Revenue + ( - ) | Expense + ( - ) |
| 105050                              | 37010  | Misc Donation                    | \$ 1,915.00     | \$ -            |
| 255050                              | 49110  | Impact Fees Transfer Out-General |                 | \$ 3,960.66     |
| 105050                              | 39192  | Transfer In - Impact/Capacity    | \$ 3,960.66     |                 |
| 105050                              | 42090  | Other Operating Supplies         | \$ -            | \$ 2,343.00     |
|                                     |        |                                  |                 |                 |
|                                     |        |                                  |                 |                 |
|                                     |        |                                  |                 |                 |
| Totals                              |        |                                  | \$ 5,875.66     | \$ 6,303.66     |
| Net Impact on Fund Balance          |        |                                  | \$              | (428.00)        |

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

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

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

**APPROVED:**

\_\_\_\_\_  
**STEPHANIE ORMAN, Mayor**

**Attest:**

\_\_\_\_\_  
**KIRBY ROMINES, City Clerk**



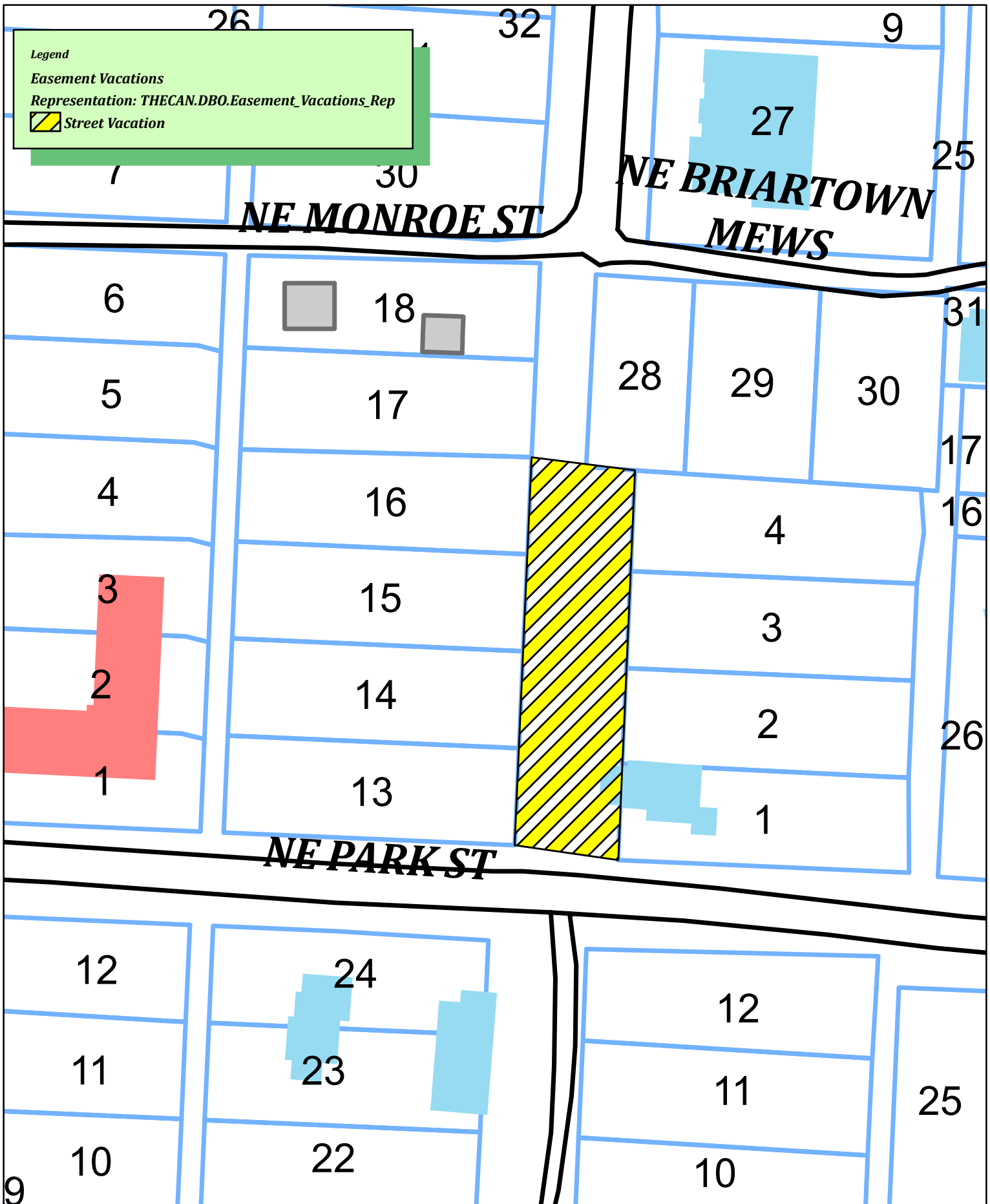
## Agenda Item Form

|                              |                |
|------------------------------|----------------|
| Date of City Council Meeting | 12/13/2022     |
| Department                   | ENGINEERING    |
| Submitted by                 | TRACY BILLINGS |
| Phone                        | (479) 696-0229 |

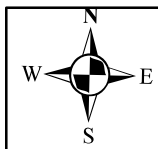
|                                                                                                                                                       |                                       |                                        |                                    |                                                |                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|------------------------------------|------------------------------------------------|------------------------------------|
| <b>Item Type: (Check Applicable Item Type)</b>                                                                                                        |                                       |                                        |                                    |                                                |                                    |
| <input type="checkbox"/> Budget Adjustment                                                                                                            | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| <b>Recommendation/Suggested Action (Enter recommendation in space below):</b>                                                                         |                                       |                                        |                                    |                                                |                                    |
| Resolution setting a public hearing for January 10, 2023, for Street Right of Way requested for Lots 1-4 and 13-16 of WA Burks Addition (VAC22-0026). |                                       |                                        |                                    |                                                |                                    |

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





**Legend**  
Easement Vacations  
Representation: THECAN.DBO.Easement\_Vacations\_Rep  
[Yellow hatched box] Street Vacation



**Proposed Street Vacation**  
**FACISZEWSKI, JARED & SONIA**



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

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

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Jared Faciszewski requesting a street right of way vacation (VAC22-0026) within the City of Bentonville, Arkansas be vacated, which said right of way vacation is described as follows:

Part of a 50' Platted Street Right-of-Way which is located the West side of Lots 1, 2, 3, 4 Block 10 and on the East side of Lots 13, 14, 15, 16 Block 6, lying inside WA Burks Addition, and filed for record on Plat Record Book 'A', Page 81 and 119, and filed for record in the Benton County Clerk's Office, Benton County, Arkansas and more particularly described as follows:

Beginning at the Southwest Corner of Lot 1 Block 10 WA Burks Addition.

Thence North to the Northwest Corner of Lot 4 Block 10 WA Burks Addition;  
Thence West to the Northeast Corner of Lot 16 Block 6 WA Burks Addition;  
Thence South to the Southeast Corner of Lot 13 Block 6 WA Burks Addition;  
Thence East to the Southwest Corner of Lot 1 Block 10 WA Burks Addition.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described street right of way easement is set for a hearing January 10, 2023 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved and adopted the \_\_\_\_ day of \_\_\_\_\_ 2022 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

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

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





## Agenda Item Form

|                              |                |
|------------------------------|----------------|
| Date of City Council Meeting | 12/13/2022     |
| Department                   | Transportation |
| Submitted by                 | Dennis Birge   |
| Phone                        | (479) 271-5964 |

|                                                                                                                                                                                                                                                                                                    |                                       |                                        |                                    |                                                |                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|------------------------------------|------------------------------------------------|------------------------------------|
| Item Type: (Check Applicable Item Type)                                                                                                                                                                                                                                                            |                                       |                                        |                                    |                                                |                                    |
| <input checked="" type="checkbox"/> Budget Adjustment                                                                                                                                                                                                                                              | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| Recommendation/Suggested Action (Enter recommendation in space below):                                                                                                                                                                                                                             |                                       |                                        |                                    |                                                |                                    |
| Resolution authorizing the Mayor and City Clerk to enter into a revised agreement with OR Colan and Budget Adjustment approval to provide additional professional services for property acquisition of public improvements required for the development of the Walmart Global Home Office project. |                                       |                                        |                                    |                                                |                                    |

|                                                                                                                        |                                                                     |
|------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Estimated Cost                                                                                                         | \$20,200.00                                                         |
| Is this Item Budgeted?                                                                                                 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If no, please explain how item will be funded (briefly explain in space below) :                                       |                                                                     |
| These funds will be reimbursed 100% according to Addendum 3 to the Master Development Agreement (Resolution 9-22-20 G) |                                                                     |





## Budget Adjustment Request

|                              |                |
|------------------------------|----------------|
| Date of City Council Meeting | 12/13/2022     |
| Department                   | Transportation |
| Submitted by                 | Dennis Birge   |
| Phone                        | (479) 271-5964 |

|                                                                          |
|--------------------------------------------------------------------------|
| Purpose of Budget Adjustment <i>(Enter purpose in space below):</i>      |
| To accept funds for the property acquisition revised agreement with ORC. |

| General Ledger Account Information* |        |                            |                 |                 |
|-------------------------------------|--------|----------------------------|-----------------|-----------------|
| Org (Department)                    | Object | Account Description        | Revenue + ( - ) | Expense + ( - ) |
| 203810                              | 35540  | Development Agreements     | \$ 20,200.00    |                 |
| 203810                              | 47380  | Street Construction        |                 | \$ 20,200.00    |
|                                     |        |                            |                 |                 |
|                                     |        |                            |                 |                 |
|                                     |        |                            |                 |                 |
|                                     |        |                            |                 |                 |
|                                     |        | Totals                     | \$ 20,200.00    | \$ 20,200.00    |
|                                     |        | Net Impact on Fund Balance | \$ -            |                 |

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



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

PLEASE RECYCLE



# Memorandum



**To:** City Council, Mayor Orman

**From:** Dennis Birge, Transportation Director

**Date:** December 5<sup>th</sup>, 2022

**Re:** Revised Professional Services Contract for Property Acquisition for the WGHO Project

---

The Walmart Global Home Office is currently undergoing design and construction activities. With these activities, a Master Development Agreement has been written and approved by City Council. Within the latest addendum to this agreement, City of Bentonville will acquire any Right of Way or Easement for construction of public improvements.

As noted in Addendum 3 (Resolution 9-22-20 G), Walmart will be reimbursing the City of Bentonville for all expenses in acquiring the Right-of-Way and Easements needed for public improvements.

Due to additional properties that have been needed for the roadway construction associated with this project, ORC has submitted the Revised Professional Serviced agreement (12/02/2022). The number of tracts has increased from 34 to 42 and the amount of this agreement will increase from \$91,400 to \$111,600.

Staff recommends approval of the Revised PSA as written.

Thank you for your consideration of this request. Please contact me with any questions or comments by email ([dbirge@bentonvillear.com](mailto:dbirge@bentonvillear.com)) or phone (479-271-5964).

# PRIME AGREEMENT

## AGREEMENT FOR PROFESSIONAL SERVICES

### Global Campus Acquisition Benton County Revised 12/02/2022

#### PREAMBLE

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 (“Effective Date”), by and between the City of Bentonville, Arkansas, a municipal corporation organized pursuant to the laws of the state of Arkansas (“City” or “Owner”), and O. R. Colan Associates, LLC (“Consultant”), a corporation existing under the laws of the State of North Carolina, with principal offices at 7005 Shannon Willow Road, Suite 100, Charlotte, NC 28226.

#### **WITNESSETH:**

**WHEREAS**, the City is planning to acquire right of way for **42 parcels** for the roadway improvements and,

**WHEREAS**, the City’s forces are fully employed on other urgent work that prevents their early assignment to the aforementioned work; and,

**WHEREAS**, the Consultant’s staff is adequate and well qualified, and it has been determined that Consultant’s current workload will permit completion of the Project on schedule.

**NOW THEREFORE**, it is considered to be in the best public interest for the City to obtain the assistance of the Consultant’s organization in connection with professional services. In consideration of the faithful performance of each party of the mutual covenants and agreements set forth hereinafter, it is mutually agreed as follows:

#### **1. PRELIMINARY MATTERS**

- 1.1. “Consultant’s Representative” shall be Donna Roche, until written notice is provided to the Owner designating a new representative.
- 1.2. “Contract Ceiling Price.” The Contract Ceiling Price for this Agreement is **\$111,600.00.00** The Contract Ceiling Price is the maximum aggregate amount of all payments that the City may become obligated to make under this Agreement. In no event, unless modified in writing by both parties and prior approved by the City Council if required, shall total payments by the City under this Agreement exceed the Contract Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the City, its officers, agents, employees, or representatives, incur any liability for, any invoice, fee, or cost exceeding the Contract Ceiling Price.
- 1.3. “Transportation Director” means the Manager of the Transportation Division of the City of Bentonville.
- 1.4. “Fee.” As used herein, the term means the specific rates of compensation set forth in the schedule in Subsection 3.1.1. The Fee includes compensation for all cost and profit. There shall be no reimbursement of costs incurred by the Consultant in the performance of this Agreement.

- 1.5. "Default" means the failure of the Consultant to perform any of the provisions of this Agreement. *Default includes, but is not limited to, failure to complete phases of the work according to schedule or failure to make progress in the work so as to endanger timely performance of this Agreement, failure to pay subcontractors in a timely manner, failure to comply with federal and state laws, and failure to comply with certifications made in or pursuant to this Agreement.*
- 1.6. "Owner" means, collectively, the City of Bentonville, Arkansas.
- 1.7. Upon execution of this Revised Agreement by both parties, the original Agreement signed by the parties for the Global Campus Acquisition, dated July 16, 2021 and a copy of which is attached, shall be deemed terminated.

## **2. TYPE OF AGREEMENT**

- 2.1. This Agreement is a specific rate of compensation contract. The Consultant is being hired to perform professional services in connection with the Project as set forth herein. In consideration for the professional services rendered by the Consultant, the Owner shall pay to the Consultant a Fee not to exceed the Contract Ceiling Price as set forth above, to be determined according to the labor and activity rates as set forth in Section 3, Fees and Payment. The Fee includes compensation for any cost to be incurred by the Consultant, and the Consultant shall not be reimbursed for costs incurred. The Consultant shall bear the costs and resulting risks of performing this Agreement.

## **3. FEES AND PAYMENT**

- 3.1. *Fee.* The justification for the fees and the use of the specific rate of compensation method of payment is contained in Appendix A, the scope of services, and the description of the Project as provided herein. The Owner shall pay Consultant a Fee not to exceed the Contract Ceiling Price as set forth above and determined by the hourly or other unit rate shown in the following schedule. Partial hours and units shall be pro-rated. Under no circumstances shall Fee payments exceed the Contract Ceiling Price.

### **3.1.1. SCHEDULE RATES**

**See Appendix A**

- 3.1.2. The foregoing paragraph does not authorize or permit the Consultant to perform services at the overtime rates shown, but only establishes the appropriate rates in the event that the Owner subsequently authorizes overtime. Payment of the Fee at overtime rates is expressly contingent upon the written approval by the Owner *before* the Consultant, its employees, or its agents begin the work for which the overtime rate will be requested. Regardless whether Owner authorizes and pays the overtime rates set forth above, the Consultant shall comply with all state and federal wage and hour laws and regulations.
- 3.2. *Invoices and Partial Payments.* Partial payments of the Fee shall be made as follows, unless modified by the written agreement of both parties:
- 3.2.1. Not more often than once per month, the Consultant shall submit to the Owner, in such form and detail as the Owner may require, an invoice or voucher stating the hourly rates and hours for each category of personnel, the unit rates and units for the activities performed, and the amount of the Fee due for the time period covered by the invoice along with a monthly progress report.

- 3.2.2. Accompanying the invoice, the Consultant shall also submit an estimate of the amount and value of the work accomplished under this Agreement for the period of time covered by the invoice, along with any supporting data required by the Owner. The Consultant shall include in the invoice and estimate only that work which meets the standards of quality established under this Agreement. At a minimum, the supporting data shall include progress reports in the form and number required by the Owner.
- 3.2.3. Upon approval of the invoice and estimate by the Owner, payment upon properly executed vouchers shall be made to the Consultant, as soon as practicable.
- 3.3. *Final payment.*
- 3.3.1. The Consultant shall submit a completion invoice or voucher, designated as such, promptly upon completion of the work, but no later than forty-five (45) days (or longer, as the Owner may approve in writing) after the completion date. Upon approval of the completion invoice or voucher, and upon the Consultant's compliance with all terms of this Agreement, the Owner shall promptly pay any balance of that part of the Fee (if any) earned and approved but not previously paid.
- 3.3.2. Before final payment under this Agreement, the Consultant and each assignee whose assignment is in effect at the time of final payment shall execute and deliver a release of all claims discharging the Owner, its officers, agents, and employees from all liabilities, obligations, and claims which were known or could reasonably have been known to exist arising out of or under this Agreement.
- 3.4. *Owner's Right to Withhold Payment.* At any time, the Owner may withhold payment to such extent as it deems necessary as a result of: (1) third party claims arising out of the services of the Consultant and made against the Owner; (2) evidence of fraud, over-billing, or overpayment; (3) inclusion of non-allowable costs; (4) failure to make prompt payments to subcontractors in the time provided by this Agreement; (5) payment requests received including fees for unapproved subcontractors; and/or (6) unsatisfactory performance of services. The withholding of payment under this provision shall in no way relieve the Consultant of its obligation to continue to perform its services under this Agreement.

#### **4. RECORDS & AUDITS**

- 4.1. *Records* includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- 4.2. *Examination.* The Consultant shall maintain, and the Owner, and Owner's authorized representatives shall have the right to examine and audit all records and other evidence sufficient to document all work performed, all costs and fees claimed or anticipated to be incurred and earned during the performance of this Agreement, any request for modification or amendment of this Agreement, and any claim or dispute. This right of examination shall also include examination and audit of any records considered, relied upon, or relating to the determination that a specific rate of compensation type of agreement is justified, including any CPA audit. This right of examination shall also include inspection at all reasonable times of the Consultant's offices and facilities, or parts of them, engaged in performing the Agreement.
- 4.3. *Supporting Data.* If the Consultant has been required to submit data in connection with any action relating to this Agreement, including the negotiation of the Fee, request for an adjustment, or assertion of a claim, the Owner and Owner's authorized representatives,

in order to evaluate the accuracy, completeness, and accuracy of the data, shall have the right to examine and audit all of the Consultant's records, including computations and projections, related to;

- Any proposal for the Agreement, subcontract, or modification;
- Discussions conducted on the proposal(s), including those related to negotiating;
- Fees or costs under the Agreement, subcontract, or modification;
- Performance of the Agreement, subcontract or modification; or,
- The amount and basis of any claim or dispute.

4.4. *Audit.* The Owner and the Owner's authorized representatives, shall have access to and the right to examine any of the Consultant's records involving transactions related to this Agreement or a subcontract hereunder.

4.5. *Reports.* If the Consultant is required to furnish cost, funding, or performance reports, the Owner and Owner's authorized representatives shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Consultant's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

4.6. *Availability.* The Consultant shall retain and make available at its office at all reasonable times the records, materials, and other evidence described in this Section and Section 27, Disputes and Claims, for examination, audit, or reproduction, until five (5) years after final payment under this Agreement, or for any longer period required by statute or by other clauses of this Agreement. In addition:

4.6.1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be retained and made available for five (5) years after the termination; and,

4.6.2. Records relating to any claim or dispute, or to litigation or the settlement of claims arising under or relating to this Agreement shall be retained and made available until after any such claims or litigation, including appeals, are finally resolved.

4.7. The Consultant shall insert a clause containing all the terms of this section in all subcontracts under this Agreement.

## **5. DESCRIPTION OF THE PROJECT**

Right of Way services for **thirty-four (34)** properties) for public improvements in accordance with State laws and regulations and City of Bentonville Right of Way policies and procedures. The general scope for this contract includes, but is not limited to the following:

- 5.1. Title Reports
- 5.2. Waiver Valuation Calculations
- 5.3. Negotiations
- 5.4. Closing Services

## **6. INFORMATION AND SERVICES TO BE PROVIDED BY CONSULTANT**

The general scope for this contract includes the services below. Detailed Information can be found in Appendix E-Project Work Plan.

- 6.1. Title Reports
- 6.2. Market Study for comparable sales
- 6.3. Preparation of Waiver Valuations for property valuation
- 6.4. Negotiation Services for the acquisition of right of way
- 6.5. Closing by final ownership check and deed recording
- 6.6. Provide condemnation documentation, as required
- 6.7. Maintain Project File through Project Close Out

## **7. INFORMATION TO BE PROVIDED BY THE OWNER**

The general scope for this contract includes the services below. Detailed Information can be found in Appendix E-Project Work Plan.

- 7.1. Provide right of way and construction plans
- 7.2. Provide legal descriptions of the property to be acquired and current ownership and title certificate
- 7.3. Provide timely reviews and approval of submissions
- 7.4. Provide final approval for all payments
- 7.5. Issue warrants for payment of all claims

## **8. TITLE II SERVICES TO BE PROVIDED BY CONSULTANT**

N/A

## **9. COORDINATION WITH OWNER**

- 9.1. Throughout the Project, the Consultant shall hold conferences as needed in Bentonville, Arkansas, or such other location as designated by the Owner, with representatives of the Owner so that as the Project progresses, the Consultant shall have full benefit of the Owner's knowledge of existing needs and facilities and be consistent with the Owner's current policies and practices. The extent and character of the work to be done by the Consultant shall be subject to the general oversight and approval of the Owner.

## **10. OFFICE LOCATION FOR REVIEW OF WORK**

- 10.1. Review of the work as it progresses and all files and documents produced under this Agreement may be made by representatives of the Owner at the Consultant's Arkansas office located at 6 Halstead Cir, Suite 3, Rogers, AR 72756.



## **11. ACCESS TO PROPERTY**

- 11.1. The Consultant's services to the Owner may require entry upon private property. The Owner will present or mail to private landowners a letter of introduction and explanation, describing the work, which shall be drafted by the Consultant. The Consultant will make reasonable attempts to notify resident landowners who are obvious and present when the Consultant is in the field. The Consultant is not expected to provide detailed contact with individual landowners. The Consultant is not expected to obtain entry by means other than the consent of the landowner. If the Consultant is denied entry to private property by the landowner, the Consultant will not enter the property. If denied entry to the property, the Consultant shall notify the Owner and advise the Owner of an alternate evaluation method if one is feasible. The Owner shall decide on the course of action to obtain access to the property.

## **12. DELIVERABLES**

Consultant shall provide Right of Way Services for **thirty-four (34)** real estate properties for Public Improvements in or around Walmart Inc., Global Home Office Project, as shown on the Right of Way Map provided.

### **12.1. TITLE REPORTS:**

- 12.2. **WAIVER VALUATION CALCULATIONS:** Consultant will complete a market study to determine current land value and calculate the fair market value for the parcel assigned.

### **12.3. APPRAISAL REPORTS: N/A**

- 12.4. **NEGOTIATIONS:** Consultant shall provide document preparation and negotiation services for each parcel by personal contact when possible. Owners not located in project area will be contacted by certified mail or overnight delivery.

- 12.5. **CLOSING:** Consultant shall provide closing services for each parcel.

- 12.6. **RECORDING:** Recording of easement for each parcel with Right of way and/or utility easements.

- 12.7. **QUALITY ASSURANCE:** Consultant shall provide quality assurance for each task on each tract to ensure all work is completed in accordance with all policies and procedure of the Owner.

- 12.8. **SAFETY:** Consultant shall provide all services in a safe manner.

## **13. SUBCONTRACTING**

- 13.1. Unless expressly disclosed in Appendix B, the Consultant may not subcontract any of the services to be provided herein without the express written approval of the Owner. All subcontractors, including those listed in Appendix B, shall be bound by the terms of this Agreement. All subcontractors shall be subject to all contractual and legal restrictions concerning payment and determination of allowable costs, and subject to all disclosure and audit provisions contained herein and in any applicable federal or state law.

- 13.2. Unless the consent or approval specifically provides otherwise, neither consent by the Owner to any subcontract nor approval of the Consultant's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or (3) to relieve the Consultant of any responsibility, obligation, or duty under this Agreement.

13.3. No subcontract placed under this Agreement shall provide for payment on a cost-plus-a-percentage-of-cost basis.

13.4. *Prompt Payment.* The Consultant shall pay subcontractors for satisfactory performance of their subcontracts within thirty (30) days of receipt of each payment by the Owner to the Consultant. Any retainage payments held by the Consultant must be returned to the subcontractor within thirty (30) days after the subcontractor's work is completed. Failure to comply with this provision shall be considered a Default by the Consultant. If the Consultant fails to comply with this provision, in addition to any other rights or remedies provided under this Agreement, the Owner, at its sole option and discretion, may:

- make payments directly to the subcontractor and offset such payments, along with any administrative costs incurred by the Owner, against reimbursements or payments otherwise due the Consultant;
- notify any sureties;
- withhold any or all reimbursements or payments otherwise due to the Consultant until the Consultant ensures that the subcontractors have been and will be promptly paid for work performed.

13.5. The Consultant shall insert a clause containing all the terms of this section in all subcontracts under this Agreement.

#### **14. RESPONSIBILITY OF THE CONSULTANT**

14.1. Notwithstanding any review, approval, acceptance or payment by the Owner, the Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

14.2. The Consultant shall demonstrate to the Owner's Representative the presence and implementation of quality assurance in the performance of the Consultant's work. The Consultant shall identify individual(s) responsible, as well as methods used to determine the completeness and accuracy of drawings, specifications, cost estimates, and other services provided.

14.3. The Owner shall have the right at any time and in its sole discretion to submit for review all or any portion of the Consultant's work to consulting professionals engaged by the Owner for that purpose. The Consultant shall fully cooperate with any such review.

14.4. The Consultant and any subcontractor shall employ qualified and competent personnel to perform the work under this Agreement.

14.5. Neither the Owner's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. The Consultant shall be and remain liable to the Owner for all damages to the Owner caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

- 14.6. The rights and remedies of the Owner provided for under this Agreement are in addition to any other rights and remedies provided by law.
- 14.7. If the Consultant is comprised of more than one (1) legal entity, each such entity shall be jointly and severally liable hereunder.

## **15. WARRANTY OF SERVICES**

- 15.1. *Definitions. Acceptance*, as used in this Agreement, means the act of an authorized representative of the Owner by which the Owner approves specific services, as partial or complete performance of the Agreement. *Correction*, as used in this Agreement, means the elimination of a defect.
- 15.2. Notwithstanding inspection and acceptance by the Owner or any provision concerning the conclusiveness thereof, the Consultant warrants that all services performed and work product under this Agreement will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Agreement.
- 15.3. If the Consultant is required to correct or re-perform, it shall be at no cost to the Owner, and any services corrected or re-performed by the Consultant shall be subject to this section to the same extent as work initially performed. If the Consultant fails or refuses to correct or re-perform, the Owner may, by contract or otherwise, correct or replace with similar services and charge to the Consultant the cost occasioned to the Owner thereby, or make an equitable adjustment in the Fee.
- 15.4. If the Owner does not require correction or re-performance, the Owner shall make an equitable adjustment in the Fee.
- 15.5. Nothing within this section shall constitute a waiver or exclusion of any other right or remedy that the Owner may possess at law or under this Agreement.

## **16. TERM, COMMENCEMENT, AND COMPLETION**

- 16.1. This Agreement shall commence on the Effective Date set forth above and remain in effect until the completion date as stated in APPENDIX D, unless extended or terminated by the Owner in accordance with this Agreement.
- 16.2. The Consultant shall begin work under the terms of this Agreement within ten (10) days of receiving a written notice to proceed. [If services are to be performed in subsequent phases, then each phase shall be commenced upon the Owner's approval of the previous phase. The Consultant shall not be entitled to any compensation or reimbursement for services performed in a phase unless and until it has received written approval from the Owner to proceed with such services.]

It is further agreed that time is of the essence in performance of this Agreement. The Consultant shall complete the work, or each phase, as scheduled, and the Owner shall provide any required approval of the work or phase meeting the requirements contained herein in a reasonable and timely manner. The Project shall be completed within **eight (8)** months from Notice to Proceed date.

## **17. TERMINATION**

- 17.1. The Owner may terminate this Agreement in whole or, from time to time, in part, for the Owner's convenience or because of the Default of the Consultant.

17.2. The Owner shall terminate this Agreement by delivering to the Consultant written notice of the termination.

17.3. Upon receipt of the notice, the Consultant shall:

- Immediately discontinue all services affected (unless the notice directs otherwise).
- Deliver to the Owner all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process.
- Terminate all subcontracts to the extent they relate to the work terminated.
- In the sole discretion and option of the Owner, and if and only if requested to do so, assign to the Owner all right, title, and interest of the Consultant under the subcontracts terminated, in which case the Owner shall have the right to settle any claim or dispute arising out of those subcontracts without waiver of any right or claim the Owner may possess against the Consultant.
- With approval or ratification by the Owner, settle all outstanding liabilities arising from the termination of subcontracts, the cost of which would be allowable in whole or in part, under this Agreement.
- Complete performance of the work not terminated.
- Take any action that may be necessary, or that the Owner may direct, for the protection and preservation of the property related to this Agreement that is in the possession of the Consultant and in which the Owner has or may acquire an interest.

17.4. If the termination is for the convenience of the Owner, the Owner shall make an equitable adjustment in the Fee, subject to the Ceiling Prices and Funding Limitations / Non-Appropriation provisions of this Agreement, *but shall allow no anticipated Fee or profit on unperformed services.*

17.5. If the termination is for the Consultant's Default, the Owner may complete the work by contract or otherwise and the Consultant shall be liable for any reasonable and necessary additional cost incurred by the Owner to the extent caused by Consultant's default.

17.6. Disputes and claims arising from termination of this Agreement shall be governed by Section 27, Disputes and Claims.

17.7. The rights and remedies of the Owner provided in this section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy.

## **18. STOP WORK ORDERS**

18.1. The Owner may, at any time, by written order to the Consultant, require the Consultant to stop all, or any part, of the work called for by this Agreement for a period of up to ninety (90) days after the order is delivered to the Consultant, and for any further period to which the parties may agree. Upon receipt of the order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop work order is delivered to the Consultant, or within any extension of that period to which the parties shall have agreed, the Owner shall either:

18.1.1. Cancel the stop-work order; or,

18.1.2. Terminate the work pursuant to Section 17, Termination.

18.2. If a stop-work order issued under this section is canceled or the period of the order or any extension thereof expires, the Consultant shall resume work. The Owner shall make an equitable adjustment in the delivery schedule or Fee, or both, and the Agreement shall be modified, in writing, accordingly, if:

- The stop-work order was not issued because of Consultant's Default in its performance of its obligations under any part of this Agreement;
- The stop-work order results in an increase in the time required for, or in the Consultant's cost properly allocable to, the performance of any part of this Agreement; and,
- The Consultant provides Notice of Potential Claim pursuant to Section 27, Disputes and Claims.

## **19. CHANGES**

19.1. The Owner may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Agreement, including but not limited to: (1) drawings, designs, or specifications; (2) time of performance (i.e., hours of the day, days of the week, etc.); and (3) places of inspection, delivery, or acceptance.

19.2. If any such change causes an increase *or decrease* in the cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, the Owner shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fee; and (3) other affected terms.

Notwithstanding the above, in no event, unless modified in writing by both parties, shall total payments by the City under this Agreement exceed the Contract Ceiling Price.

19.3. All claims and disputes shall be governed by Section 27, Disputes and Claims. As provided in Section 27, the Consultant must provide written notice of its intention to make a claim for additional compensation before beginning the work on which the claim is based. If such notice is not given, the Consultant hereby agrees to waive any claim for such additional compensation.

19.4. Failure to agree to any adjustment shall be a dispute under Section 27, Disputes and Claims. *However, nothing in this section or any other provision of this Agreement shall excuse the Consultant from proceeding with the Agreement as changed.*

## **20. OWNERSHIP OF DOCUMENTS & DATA**

20.1. All project documents and data, regardless of form and including but not limited to original drawings, disks of CADD drawings, cross-sections, estimates, files, field notes, and data, shall be the property of the Owner. The Consultant shall further provide all documents and data to the Owner upon the Owner's request. The Consultant may retain reproduced copies of drawings and other documents. In the event that any patent rights or copyrights are created in any of the documents, data compilations, or any other work product, the Owner shall have an irrevocable license to use such documents, or data compilations, or work product.

## **21. PATENT AND COPYRIGHT INFRINGEMENT**

- 21.1. The Consultant shall report to the Owner, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Agreement of which the Consultant has knowledge.
- 21.2. In the event of any claim or suit against the Owner on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed under this Agreement, the Consultant shall furnish to the Owner, when requested by the Owner, all evidence and information in possession of the Consultant pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Consultant.
- 21.3. The Consultant agrees to include, and require inclusion of, the provisions of this section in all subcontracts at any tier for supplies or services.
- 21.4. The Consultant shall indemnify the Owner and its officers, agents, and employees against liability, including costs and attorneys' fees, for infringement of any United States patent or copyright arising from the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this Agreement, or out of the use or disposal by or for the account of the Owner of such supplies or construction work.
- 21.5. This indemnity shall not apply unless the Consultant shall have been informed within ten (10) business days following the Owner's receipt of legal notice of any suit alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Owner directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the Agreement not normally used by the Consultant, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Consultant, unless required by final decree of a court of competent jurisdiction.

## **22. BANKRUPTCY**

- 22.1. In the event the Consultant enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Consultant agrees to furnish, by certified mail, written notice of the bankruptcy to the Owner. This notice shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notice shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City job numbers for all contracts with Owner against which final payment has not been made. This obligation remains in effect until final payment under this Agreement.

## **23. FUNDING LIMITATIONS**

- 23.1. The Owner's obligations under this Agreement are contingent upon the availability of appropriated funds from which payments under the terms of this Agreement can be made in this and each subsequent fiscal year for the duration of the Agreement. No legal liability on the part of the Owner of any kind whatsoever under this Agreement shall arise until funds are made available to the Owner for performance of this Agreement, including those to be appropriated by the State of Arkansas and those to be provided by the United States.

## **24. SUCCESSORS AND ASSIGNS**

- 24.1. This Agreement shall be binding upon the parties and their successors and assigns, and except as expressly set forth herein, neither the Owner nor the Consultant may assign, delegate, or transfer any benefit or obligation under this Agreement without the express written consent of the other party. Nothing herein shall be construed as a waiver of any immunity or as creating any personal liability on the part of any officer or agent of the Owner or any other governmental entity either made a party to, or possessing any interest in, this Agreement.

## **25. INDEMNITY AND RESPONSIBILITY FOR CLAIMS AND LIABILITY**

- 25.1. *Indemnity.* The Consultant shall hold harmless and indemnify the Owner, Owner's officers, employees, and agents, and all other governmental agencies from and for all claims and liabilities stemming from any wrongful (whether negligent, reckless, or intentional) acts or omissions on the part of the Consultant and its subcontractors, and their agents and employees.
- 25.2. *No Personal Liability.* No director, officer, manager, employee, agent, assign, or representative of the Owner shall be liable to the Consultant in a personal or individual capacity under any term of this Agreement, because of any breach thereof, or for any act or omission in its execution or performance.
- 25.3. *Independent Contractor Relationship.* The parties intend that the Consultant shall be an independent contractor of the Owner and that the Consultant shall be solely liable for any act or omission of the Consultant or its agents, employees, or subcontractors arising under or occurring during the performance of this Agreement. No act or direction of the Owner shall be deemed to be an exercise of supervision or control of the Consultant's performance.

## **26. INSURANCE**

- 26.1. *Professional Liability Insurance Coverage.* The Consultant shall maintain at all times during the performance of services under this Agreement professional liability insurance coverage for errors, omissions, and negligent acts arising out of the performance of this Agreement in an amount per claim of \$1,000,000. Such insurance shall extend to the Consultant and to its legal representatives in the event of death, dissolution, or bankruptcy, and shall cover the errors, omissions, or negligent acts of the Consultant's subcontractors, agents, and employees. Such insurance shall extend to any errors, omissions, and negligent acts in the performance of services under this Agreement committed by the Consultant or alleged to have been committed by the Consultant or any person for whom the Consultant is legally responsible.
- 26.2. *Deductible.* The Consultant may maintain a professional liability insurance policy with a deductible clause in an amount approved by the Owner if, in the sole judgment and opinion of the Owner, the Consultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible. The Consultant shall submit promptly to the Owner, upon request as often as quarterly, detailed financial statements and any other information requested by the Owner to reasonably determine whether or not the Consultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible.
- 26.3. *Worker's Compensation Insurance.* The Consultant shall at all times during the Term of this Agreement maintain Worker's Compensation and Employers Liability Insurance as required under Arkansas law.

- 26.4. *General Liability Insurance.* The Consultant shall at all times during the term of this Agreement maintain comprehensive general liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, and comprehensive automobile liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, which shall cover all owned, hired, and non-owned vehicles. The Consultant's insurance coverage shall also cover restoration of plans, drawings, field notes, and other documents in the event of their loss or destruction while in the custody of the Consultant.
- 26.5. *Insurance Policies and Certificates.* The Consultant shall provide the Owner upon request copies of its insurance policies and evidence satisfactory to the Owner concerning the effectiveness and the specific terms of the insurance. The Consultant's failure to provide and continue in force and effect any insurance required under this Article shall be deemed a Default for which Owner, in its sole discretion, may terminate this Agreement immediately or on such other terms as it sees fit.
- 26.6. *Additional Insurance Requirements.* All insurance maintained by the Consultant pursuant to this Section shall be written by insurance companies licensed to do business in Arkansas, in form and substance satisfactory to the Owner, and shall provide that the insurance will not be subject to cancellation, termination, or change during its term except upon thirty (30) days prior written notice to the Owner.
- 26.7. *Duration of Insurance Obligations.* The Consultant shall maintain its professional insurance coverage required under this Agreement in force and effect for a period not less than five (5) years after the final acceptance of the Project or the completion of the Consultant's services under this Agreement, whichever comes later. Comprehensive General Liability Insurance Coverage required under this Agreement shall be in full force and effect until the final acceptance or the completion of the Consultant's services, whichever comes later. All other insurance shall be maintained in full force and effect until final acceptance of the project or completion of the Consultant's services, whichever comes first.
- 26.8. *Consultant's Insurance Primary.* All insurance policies maintained by the Consultant pursuant to this Agreement shall provide that insurance as applying to the Owner shall be primary and the Owner's own insurance shall be non-contributing.
- 26.9. *Additional Insured.* All liability insurance policies, except the professional liability policy, maintained by the Consultant pursuant to this Agreement shall be endorsed to include the Owner, its officers, directors, managers, employees, agents, assigns and representatives, individually and collectively, as additional insured, and all property damage insurance shall be endorsed with a waiver of subrogation by the insurer as to the Owner.

## **27. DISPUTES AND CLAIMS**

- 27.1. *Notice of Potential Claim.* Whenever the Consultant deems that any additional compensation is due, the Consultant shall notify the City's Transportation Director in writing of its intention to make a claim for additional compensation ("Notice of Potential Claim") ***before beginning the work that gives rise to the claim.***
- 27.2. *Time & Manner for Submitting Claim.* All disputes and claims shall first be submitted in writing to the City's Project Manager within forty-five (45) calendar days after the completion or termination date. ***The Consultant hereby agrees that the failure to submit the dispute or claim to the City's Transportation Director prior to forty-five (45) calendar days after the completion or termination date shall constitute a waiver of the dispute or claim.***



27.3. *Form.* All disputes and claims must be submitted in writing and in sufficient detail to permit the Owner to determine the basis for entitlement and the actual allowable costs incurred. Each claim must contain:

- A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected by the claim;
- The date the actions resulting in the claim occurred or conditions resulting in the claim became evident;
- A copy of the "Notice of Potential Claim";
- The name, title, and activity of each employee of the Owner or the Arkansas State Highway and Transportation Department knowledgeable about facts that gave rise to such claim;
- The name, title, and activity of each Department employee knowledgeable about facts that gave rise to such claim;
- The name, title, and activity of each Consultant, Subcontractor, or employee knowledgeable about the facts that gave rise to the claim;
- The specific provisions of the Agreement that support the claim and a statement why such provisions support the claim;
- The identification and substance of any relevant documents, things, or oral communications related to the claim;
- A statement whether the claim is based on provisions of the Agreement or an alleged breach of the Agreement;
- If an extension of time is sought, the specific number of days sought and the basis for the extension;
- The amount of additional compensation sought and a specific cost breakdown of the amount claimed; and,
- Any other information or documents that are relevant to the claim.

27.4. *Decision and Appeal.* If an adverse decision is rendered by the City's Transportation Director, the Consultant shall submit the claim or dispute in writing to the Mayor within sixty (60) days from the date of the decision from the Transportation Director. The decision of the Mayor shall be final and conclusive.

27.5. *Continued Performance.* Pending final resolution of a dispute or claim, unless the Owner has terminated this Agreement pursuant to Section 17 or issued a stop work order pursuant to Section 18, the Consultant shall proceed diligently with the performance of this Agreement in accordance with the Transportation Director and Mayor's decisions.

27.6. *Nonexclusive Remedies.* The rights and remedies of the Owner provided in this section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy. If the Owner decides the facts justify the action, the Owner may, at its sole option and discretion,

receive and act upon a proposal, dispute, or claim submitted at any time before final payment under this Agreement.

## **28. COVENANT AGAINST CONTINGENCY FEES**

- 28.1. The Consultant warrants that no person or agency has been employed or retained to solicit or obtain this Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Owner shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Fee or consideration, or otherwise recover, the full amount of the contingent fee.
- 28.2. *Bona fide agency*, as used in this section, means an established commercial or selling agency, maintained by the Consultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.
- 28.3. *Bona fide employee*, as used in this section, means a person, employed by the Consultant and subject to the Consultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.
- 28.4. *Contingent fee*, as used in this section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.
- 28.5. *Improper influence*, as used in this section, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

## **29. NONDISCRIMINATION**

During the performance of this Agreement, the Consultant, for itself, successors, and assigns, certifies and agrees as follows:

- 29.1. *Nondiscrimination*. The Consultant, with regard to the work performed by it during the term of this Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.
- 29.2. *Solicitations for Subcontracts, Including Procurements of Materials & Equipment*. In all solicitations, either by competitive bidding or negotiation, made by the Consultant or for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, nation origin, sex, age, or disability.
- 29.3. *Sanctions for Noncompliance*. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Owner shall impose such contract sanctions as it may determine to be appropriate, including but not limited to, withholding of payments to the Consultant under the Agreement until the Consultant complies with the provisions or cancellation, termination, or suspension of the Agreement, in whole or in part.

29.4. *Incorporation of Provisions.* The Consultant shall include the terms and conditions of this section in every subcontract including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Owner or USDOT and its Affiliated Modes may direct as a means of enforcing such provisions, including sanctions for noncompliance; *provided*, however that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Consultant may request the Owner to enter into such litigation to protect the interests of the State and litigation to protect the interest of the United States.

### **30. DBE CLAUSE**

30.1 The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, sex, age, religion, or disability in the performance of this Agreement. Failure by the Consultant to comply with or perform these requirements is a material breach of this Agreement, which may result in the cancellation, termination, or suspension of this Agreement in whole or in part, or such other remedy that the Owner may determine appropriate.

30.2 The Consultant shall insert a clause containing all the terms of this section in all subcontracts under this Agreement.

### **31. TITLE II OF THE AMERICANS WITH DISABILITIES ACT (NONDISCRIMINATION)**

31.1. *As applicable*, the Consultant will comply with the provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, and any other applicable Federal, State, and local laws, rules and regulations.

31.2. The Consultant, during the term of this Agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion or disability, in admission or access to and treatment in programs and activities associated with this Agreement, or in the selection and retention of subcontractors, including procurement of material and leases of equipment.

31.3. *As applicable*, the Consultant shall provide the Owner's Notice of Nondiscrimination in any bulletins, announcements, handbooks, pamphlets, brochures, and any other publications associated with this Agreement that are made available to the public, program participants, applicants or employees.

### **32. MISCELLANEOUS**

32.1. *General Compliance with Laws.* The Consultant shall comply with all Federal, State, and local laws, regulations, and ordinances applicable to the work, including but not limited to, the Americans with Disabilities Act and Occupational Safety and Health Act as amended.

32.2. *Licensed Appraisers.* All Appraisers and Review Appraisers shall have the appropriate appraisal license through the State of Arkansas.

32.3. *Choice of Law.* This Agreement shall be governed by the laws of the State of Arkansas without consideration of its choice of law provisions.

32.4. *Choice of Forum.* The Consultant agrees that any cause of action stemming from or related to this Agreement, including but not limited to disputes or claims arising under this

Agreement, for acts or omissions in the performance, suspension, or termination of this Agreement, whether sounding in contract or tort, equity or law, may only be brought in the appropriate forum within State of Arkansas. The Consultant's sole remedy following the decision of the City Manager shall be to a court of competent jurisdiction within the State of Arkansas.

- 32.5. *No Waiver of Immunity.* The Owner expressly does not waive any defense of immunity that it may possess under either federal or state law, and no provision in this Agreement shall be construed to constitute such a waiver in whole or in part.
- 32.6. *Conflicts Between Laws, Regulations, and Provisions.* In the event of conflicting provisions of law, the interpretation shall be governed by the following in this order, from most controlling to least: Federal law and regulations, State law and regulations, Department and FHWA Design Standards, and this Agreement.
- 32.7. *Severability.* If any term or condition of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, all remaining terms of this Agreement shall remain valid and enforceable unless one or both of the parties would be materially prejudiced.
- 32.8. *No-Waiver.* The failure of the Owner to strictly enforce any term of this Agreement shall not be construed as a waiver of the Owner's right to require the Consultant's subsequent performance of the same or similar obligation or duty.
- 32.9. *Modification and Merger.* This written Agreement and any provisions incorporated by reference reflect the entire agreement of the parties and may be modified only by the express written agreement of both parties.

### **33. CERTIFICATION OF AUTHORIZED REPRESENTATIVES**

- 33.1. This Agreement and the certifications contained herein or attached hereto constitute the whole Agreement of the parties, and each party certifies that this Agreement and any attached certification have been executed by their duly authorized representatives.

**34. NOTICE**

34.1. All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be addressed to either the City's Transportation Director or the Consultant's Representative, and mailed or hand-delivered to:

34.1.1. To the Owner:

Stephanie Orman  
Mayor  
City of Bentonville  
117 W. Central Ave.  
Bentonville, Arkansas 72712

34.1.2. To the Consultant:

Donna Roche  
Senior Project Manager  
O. R. Colan Associates, LLC  
2311 Biscayne Drive, Suite 201  
Little Rock, AR 72227

**IN WITNESS WHEREOF**, the parties execute this Agreement, to be effective upon the date set out above.

O. R. Colan Associates, LLC

City of Bentonville, Arkansas

BY: \_\_\_\_\_  
Stephen Toth, President,

BY: \_\_\_\_\_  
Stephanie Orman, Mayor

GLOBAL CAMPUS ACQUISITION  
CITY OF BENTONVILLE  
Revised December 2, 2022

**SCHEDULE OF RATES**

| Service                                                                                                                               | No. | Cost Per Tract | Total Cost  |
|---------------------------------------------------------------------------------------------------------------------------------------|-----|----------------|-------------|
| <b>Valuation Services</b>                                                                                                             |     |                |             |
| Waiver Valuations<br>(Tract 3 was prepared and approved by the City prior to being notified it is a Walmart Family associated tract.) | 18  | \$ 500         | \$ 9,000    |
| <b>Initial Appraisal Services</b>                                                                                                     |     |                |             |
| Appraisal Reports – vacant land                                                                                                       | 0   | \$ 2,400       | \$ -        |
| Appraisal Reports – commercial                                                                                                        | 0   | \$ 6,000       | \$ -        |
| <b>2<sup>nd</sup> Appraisals</b>                                                                                                      |     |                |             |
| Appraisal Reports – vacant land                                                                                                       | 0   | \$ 1,100       | \$ -        |
| Appraisal Reports – commercial                                                                                                        | 0   | \$ 2,750       | \$ -        |
| <b>Updated Appraisals</b>                                                                                                             |     |                |             |
| Appraisal Reports – vacant land                                                                                                       | 0   | \$ 550         | \$ -        |
| Appraisal Reports – commercial                                                                                                        | 0   | \$ 1,375       | \$ -        |
| <b>Negotiation Services</b>                                                                                                           |     |                |             |
| Acquisitions                                                                                                                          | 17  | \$ 2,800       | \$ 47,600   |
| Donation Requests (City and Walmart tied properties)                                                                                  | 17  | \$ 800         | \$ 13,600   |
| <b>Title and Closing Services</b>                                                                                                     |     |                |             |
| 30 Yr Title Reports Fee Acquisitions                                                                                                  | 11  | \$ 700         | \$ 7,700    |
| Title/Closing Services (fee closing)                                                                                                  | 11  | \$ 800         | \$ 8,800    |
| Donation Recording (City and Walmart tied properties)                                                                                 | 13  | \$ 200         | \$ 2,600    |
| Recording Services for permanent easements only                                                                                       | 7   | \$ 300         | \$ 2,100    |
| Note: 3 Temp. Constr. Emts are not recorded, no fee                                                                                   |     |                |             |
| <b>SUPPLEMENT 1 TOTAL - 34 acquisitions</b>                                                                                           |     |                | \$ 91,400   |
| <b>ADDITIONAL PARCEL - SUPPLEMENT 2</b>                                                                                               |     |                |             |
| <b>Valuation Services</b>                                                                                                             |     |                |             |
| Waiver Valuations                                                                                                                     | 7   | \$ 800         | \$ 5,600    |
| <b>Negotiation Services</b>                                                                                                           |     |                |             |
| Acquisitions                                                                                                                          | 7   | \$ 3,300       | \$ 23,100   |
| Donation Requests (City and Walmart tied properties)                                                                                  | 2   | \$ 800         | \$ 1,600    |
| <b>Title and Closing Services</b>                                                                                                     |     |                |             |
| 30 Yr Title Reports Fee Acquisitions                                                                                                  | 1   | \$ 700         | \$ 700      |
| Title/Closing Services (fee closing)                                                                                                  | 1   | \$ 800         | \$ 800      |
| Donation Recording (City and Walmart tied properties)                                                                                 | 1   | \$ 200         | \$ 200      |
| Recording Services for permanent easements only                                                                                       | 4   | \$ 300         | \$ 1,200    |
| <b>Total additional services</b>                                                                                                      |     |                | \$ 33,200   |
| Previous Not to Exceed                                                                                                                |     |                | \$ 91,400   |
| Unused from Supplement 1                                                                                                              |     |                | \$ (13,000) |
| Additional Services                                                                                                                   |     |                | \$ 33,200   |
| <b>SUPPLEMENT 2 TOTAL</b>                                                                                                             |     |                | \$ 111,600  |

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

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT, WITH O.R. COLAN ASSOCIATES, LLC, FOR ADDITIONAL PROPERTY ACQUISITION SERVICES FOR THE PUBLIC IMPROVMENTS ASSOCIATED WITH THE WALMART GLOBAL HOME OFFICE PROJECT; AUTHORIZING A BUDGET ADJUSTMENT IN THE AMOUNT OF TWENTY THOUSAND TWO HUNDRED DOLLARS (\$20,200.00); AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Bentonville requires additional professional services for property acquisition of public improvements required for the development of the Walmart Global Home Office Project;

**WHEREAS**, O.R. Colan Associates, LLC was previously selected for this service pursuant to the City of Bentonville's selection process in accordance with state law; and

**WHEREAS**, a budget adjustment is needed to recognize and expend funds, as this amendment will be fully funded, by Walmart pursuant to Addendum 3 to the Master Development Agreement.

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

Section 1: The Mayor and Clerk are hereby authorized to enter into an amendment to the professional services agreement, with O.R. Colan Associates, LLC, for additional property acquisition services for the public improvements associated with the Walmart Global Home Office Project;

Section 2: The City's 2022 budget is amended to recognize twenty thousand two hundred dollars (\$20,200.00) and to appropriate the same as set forth below:

| General Ledger Account Information* |        |                        |                 |                 |
|-------------------------------------|--------|------------------------|-----------------|-----------------|
| Org (Department)                    | Object | Account Description    | Revenue + ( - ) | Expense + ( - ) |
| 203810                              | 35540  | Development Agreements | \$ 20,200.00    |                 |
| 203810                              | 47380  | Street Construction    |                 | \$ 20,200.00    |
|                                     |        |                        |                 |                 |
|                                     |        |                        |                 |                 |
|                                     |        |                        |                 |                 |
|                                     |        |                        |                 |                 |
| Totals                              |        |                        | \$ 20,200.00    | \$ 20,200.00    |
| Net Impact on Fund Balance          |        |                        | \$ -            |                 |

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

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

**PASSED and APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED:**

\_\_\_\_\_  
**STEPHANIE ORMAN, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**KIRBY ROMINES, CITY CLERK**





## Agenda Item Form

|                              |                 |
|------------------------------|-----------------|
| Date of City Council Meeting | 12/13/2022      |
| Department                   | Animal Services |
| Submitted by                 | Ali Worley      |
| Phone                        | 479.254.2055    |

|                                                                                                                                                                                                                           |                                                  |                                        |                                    |                                                |                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|----------------------------------------|------------------------------------|------------------------------------------------|------------------------------------|
| <b>Item Type: (Check Applicable Item Type)</b>                                                                                                                                                                            |                                                  |                                        |                                    |                                                |                                    |
| <input checked="" type="checkbox"/> Budget Adjustment                                                                                                                                                                     | <input checked="" type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| <b>Recommendation/Suggested Action (Enter recommendation in space below):</b>                                                                                                                                             |                                                  |                                        |                                    |                                                |                                    |
| Resolution requested by Bentonville Animal Services for approval of a Change Order and Budget Adjustment, in the amount of \$5,404.00, to account for increase prices in paving materials for the Animal Services Center. |                                                  |                                        |                                    |                                                |                                    |

|                                                                                         |                                                                     |
|-----------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Estimated Cost                                                                          | \$5,404                                                             |
| Is this Item Budgeted?                                                                  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <b>If no, please explain how item will be funded (briefly explain in space below) :</b> |                                                                     |
| General Fund Reserves                                                                   |                                                                     |





## Budget Adjustment Request

|                              |                 |
|------------------------------|-----------------|
| Date of City Council Meeting | 12/13/2022      |
| Department                   | Animal Services |
| Submitted by                 | Ali Worley      |
| Phone                        | 479.254.2055    |

|                                                                                                                                                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose of Budget Adjustment</b> <i>(Enter purpose in space below):</i><br><b>Budget Adjustment for \$5,404.00 using General Fund Reserves to fund the increased prices in paving materials for the Animal Services Center.</b> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| General Ledger Account Information*                                                           |        |                            |                 |                 |
|-----------------------------------------------------------------------------------------------|--------|----------------------------|-----------------|-----------------|
| Org (Department)                                                                              | Object | Account Description        | Revenue + ( - ) | Expense + ( - ) |
| 105030                                                                                        | 47210  | Plants and Building        |                 | \$ 5,404.00     |
|                                                                                               |        |                            |                 |                 |
|                                                                                               |        |                            |                 |                 |
|                                                                                               |        |                            |                 |                 |
|                                                                                               |        |                            |                 |                 |
|                                                                                               |        |                            |                 |                 |
|                                                                                               |        | Totals                     | \$ -            | \$ 5,404.00     |
|                                                                                               |        | Net Impact on Fund Balance | \$ (5,404.00)   |                 |
| *Final Account Number will be determined by Accounting Department after approval and purchase |        |                            |                 |                 |



# Memo



To: City Council, Mayor Orman

Thru: Ray Shastid, Chief of Police  
David Wright, Parks and Recreation Director

From: Ali Worley, Animal Services Manager

Date: December 1, 2022

Re: Council approval of Change Order 5, in the amount of \$5,404, for the Animal Services Facility.

---

Bentonville Animal Services requests City Council approval of a change order for the new Bentonville Animal Services & Adoption Center, and associated Budget Adjustment.

Change Order #5 (labeled as PCCO #6) addresses increases in paving costs for the contractor. Our approved agreement includes a clause that states, “(A.1.1.1.1) ... *Contractor reserves the right to increase the Contract Sum if the price of any material to be used on the project unexpectedly increases by at least 3% through no fault of the Contractor or any of its Subcontractor or material suppliers.*”

When we were first notified by our Construction Manager, CR Crawford, that this step is necessary, we were all concerned the figure may exceed \$20,000. However, because of CR Crawford’s diligence, we were able to find savings in the original figure. Additionally, since the project is so close to being completed, we are comfortable with using the balance of our contingency. So this change order, is only a \$5,404 increase on our GMP Contract.

The project is getting closer to completion. We anticipate taking ownership of the building in the next thirty (30) days.

If you have any questions regarding this item, please call me at 479-254-2055 or email [aworley@bentonvillear.com](mailto:aworley@bentonvillear.com).



C.R. Crawford Construction, LLC  
1102 S. Happy Hollow Road  
Fayetteville, Arkansas 72701  
Phone: (479) 251-1161  
Fax: (479) 571-1161

Original "Contingency" \$35,000  
"Contingency" Used \$23,829  
"Contingency" Left \$11,171

**PCCO #006**

Total Cost Add Paving \$16,575  
Less "Contingency Left" \$11,171  
Remaining balance Paving Change \$5,404

PCCO #006 Project: 21-020 - Bentonville Animal Services  
801 SW 41st St  
Bentonville, Arkansas 72712

## Prime Contract Change Order #006: Increases in Paving Costs

|                             |                                                                                       |                                           |                                                                                                     |
|-----------------------------|---------------------------------------------------------------------------------------|-------------------------------------------|-----------------------------------------------------------------------------------------------------|
| <b>TO:</b>                  | <b>City of Bentonville (Customer)</b><br>117 W Central<br>Bentonville, Arkansas 72712 | <b>FROM:</b>                              | <b>C.R. Crawford Construction, LLC</b><br>1102 S. Happy Hollow Road<br>Fayetteville, Arkansas 72701 |
| <b>DATE CREATED:</b>        | 11/09/2022                                                                            | <b>CREATED BY:</b>                        | Kaysha Stogsdill (C.R. Crawford Construction, LLC)                                                  |
| <b>CONTRACT STATUS:</b>     | Pending - In Review                                                                   | <b>REVISION:</b>                          | 0                                                                                                   |
| <b>DESIGNATED REVIEWER:</b> | Krista Kirk (C.R. Crawford Construction, LLC)                                         | <b>REVIEWED BY:</b>                       |                                                                                                     |
| <b>DUE DATE:</b>            |                                                                                       | <b>REVIEW DATE:</b>                       |                                                                                                     |
| <b>INVOICED DATE:</b>       |                                                                                       | <b>PAID DATE:</b>                         |                                                                                                     |
| <b>SCHEDULE IMPACT:</b>     |                                                                                       | <b>EXECUTED:</b>                          | No                                                                                                  |
|                             |                                                                                       | <b>SIGNED CHANGE ORDER RECEIVED DATE:</b> |                                                                                                     |
| <b>CONTRACT FOR:</b>        | 21020:Bentonville Animal Services Prime Contract                                      | <b>TOTAL AMOUNT:</b>                      | \$5,404.00                                                                                          |
| <b>DESCRIPTION:</b>         |                                                                                       |                                           |                                                                                                     |
| <b>ATTACHMENTS:</b>         |                                                                                       |                                           |                                                                                                     |

### POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

| PCO #         | Title                     | Schedule Impact | Amount     |
|---------------|---------------------------|-----------------|------------|
| 006           | Increases in Paving Costs |                 | \$5,404.00 |
| <b>Total:</b> |                           |                 | \$5,404.00 |

### CHANGE ORDER LINE ITEMS:

#### PCO # 006: Increases in Paving Costs

| #                   | Budget Code                        | Description               | Amount            |
|---------------------|------------------------------------|---------------------------|-------------------|
| 1                   | 2-310.S Asphalt Paving.Subcontract | Increases in Paving Costs | \$5,404.00        |
| <b>Grand Total:</b> |                                    |                           | <b>\$5,404.00</b> |

|                                                                         |                |
|-------------------------------------------------------------------------|----------------|
| The original (Contract Sum)                                             | \$3,568,512.00 |
| Net change by previously authorized Change Orders                       | \$186,020.00   |
| The contract sum prior to this Change Order was                         | \$3,754,532.00 |
| The contract sum would be changed by this Change Order in the amount of | \$5,404.00     |
| The new contract sum including this Change Order will be                | \$3,759,936.00 |
| The contract time will not be changed by this Change Order.             |                |

**Randall Hurban (Hight-Jackson Associates, PA)**

5201 Village Parkway #300  
Rogers, Arkansas 72758

**City of Bentonville (Customer)**

117 W Central  
Bentonville, Arkansas 72712

**C.R. Crawford Construction, LLC**

1102 S. Happy Hollow Road  
Fayetteville, Arkansas 72701

|           |      |           |      |           |      |
|-----------|------|-----------|------|-----------|------|
| SIGNATURE | DATE | SIGNATURE | DATE | SIGNATURE | DATE |
|-----------|------|-----------|------|-----------|------|

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

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CHANGE ORDER WITH CR CRAWFORD, IN THE TOTAL AMOUNT OF FIVE THOUSAND FOUR HUNDRED FOUR DOLLARS (\$5,404.00), FOR THE BENTONVILLE ANIMAL SERVICES AND ADOPTION CENTER; ADJUSTING THE 2022 BUDGET TO APPROPRIATE THE SAME FROM GENERAL FUND BALANCE INTO ACCOUNT #105030-47210 – PLANTS AND BUILDING; AND FOR OTHER PURPOSES.**

**WHEREAS**, Bentonville Animal Services requests a change order reflecting increased pricing in paving materials as authorized by the contract with CR Crawford; and

**WHEREAS**, this change order requires a budget adjustment to fund.

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

Section 1: The Mayor and City Clerk are authorized to enter into a change order with CR Crawford in the amount of five thousand four hundred four dollars (\$5,404.00) for the Bentonville Animal Services and Adoption Center;

Section 2: The 2022 Budget is adjusted to appropriate five thousand four hundred four dollars (\$5,404.00), from General Fund Balance, into account #105030-47210 – Plants and Building;

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

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

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

**APPROVED:**

\_\_\_\_\_  
**STEPHANIE ORMAN, Mayor**

**Attest:**

\_\_\_\_\_  
**KIRBY ROMINES, City Clerk**



## Agenda Item Form

|                              |                      |
|------------------------------|----------------------|
| Date of City Council Meeting | 12/13/2022           |
| Department                   | Parks and Recreation |
| Submitted by                 | Josh Stacey          |
| Phone                        | (479) 696-0204       |

|                                                                                                                                           |                                       |                                        |                                    |                                                |                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|------------------------------------|------------------------------------------------|------------------------------------|
| Item Type: (Check Applicable Item Type)                                                                                                   |                                       |                                        |                                    |                                                |                                    |
| <input checked="" type="checkbox"/> Budget Adjustment                                                                                     | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| Recommendation/Suggested Action (Enter recommendation in space below):                                                                    |                                       |                                        |                                    |                                                |                                    |
| Resolution authorizing the Mayor and City Clerk to accept a donation in the amount of \$60,333.30 from Bentonville Youth Softball League. |                                       |                                        |                                    |                                                |                                    |

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



# Memo



To: City Council, Mayor Orman  
From: Josh Stacey, Recreation Services Manager  
Through: David Wright, Parks and Recreation Director  
Date: November 22, 2022  
Re: Bentonville Youth Softball League Donation Acceptance

---

Resolution authorizing the Mayor and City Clerk to accept a donation in the amount of \$60,333.30 from Bentonville Youth Softball League.

Bentonville Youth Softball League (BYSL) has offered organized youth softball leagues and activities in the Bentonville community for decades. BYSL transitioned the operation of these programs to Bentonville Parks and Recreation several years ago but has stayed a viable non-profit since that time to help guide the softball program. The time has come for them to finally dissolve their organization and BYSL has chosen to donate their remaining funds for improvements at the Memorial Park Softball and Baseball Complex. This is a request to accept the donated money.

If you have any questions regarding this item, please let me know. Please call me at 696.0204, or email [jstacey@bentonvillear.com](mailto:jstacey@bentonvillear.com).

Attachment:  
*BYSL Donation Letter*



## Bentonville Youth Softball League

David,

For decades, Bentonville Youth Softball League provided youth sports programming for our community. We did so with a volunteer board and coaches and worked hard to provide positive experience for our young athletes. Approximately twelve years ago, we were proud to be the first organization to jump on board with Bentonville Parks and Recreation when you began expanding services. While our team continues to support Bentonville Parks and Recreation, specifically youth softball, we believe it is the proper time for our non-profit organization to dissolve.

Please accept this donation to Bentonville Parks and Recreation in the amount of \$60,333.30. This is the balance of our account. It is the result of a lot of hours of hard work finding ways to support the girls softball program over the years and we are excited about seeing the remaining funds put to use to further enhance the program.

It has been a pleasure for our organization to provide these services for our community and we pledge to continue to work with BPR to assist in providing these services for decades to come.

Sincerely,

Michael Stafford, Board President  
Bentonville Youth Softball League



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

**A RESOLUTION RECOGNIZING A DONATION FROM BENTONVILLE YOUTH SOFTBALL LEAGUE (BYSL), TO THE CITY OF BENTONVILLE PARKS AND RECREATION DEPARTMENT, IN THE AMOUNT OF SIXTY THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS AND THIRTY CENTS (\$60,333.30); AND FOR OTHER PURPOSES.**

**WHEREAS**, BYSL has supported the Bentonville community by offering youth softball leagues and activities for decades;

**WHEREAS**, as Bentonville Parks and Recreation has taken over these services, BYSL remained to support and guide the programs; and

**WHEREAS**, BYSL has decided to dissolve the organization and donate the remaining funds to the City for improvements at the Memorial Park Softball and Baseball Complex.

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

Section 1: That the donation from BYSL, in the amount of sixty thousand three hundred thirty-three dollars and thirty cents (\$60,333.30), is accepted for use by the Bentonville Parks and Recreation Department;

Section 2: That this donation will be used for improvements at the Memorial Park Softball and Baseball Complex;

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

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

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

**APPROVED:**

\_\_\_\_\_  
**STEPHANIE ORMAN, MAYOR**

**Attest:**

\_\_\_\_\_  
**KIRBY ROMINES, CITY CLERK**



## Agenda Item Form

|                              |                      |
|------------------------------|----------------------|
| Date of City Council Meeting | 12/13/2022           |
| Department                   | Parks and Recreation |
| Submitted by                 | Josh Stacey          |
| Phone                        | (479) 696-0204       |

|                                                                                                                                                                                    |                                       |                                        |                                    |                                                |                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|------------------------------------|------------------------------------------------|------------------------------------|
| <b>Item Type: (Check Applicable Item Type)</b>                                                                                                                                     |                                       |                                        |                                    |                                                |                                    |
| <input checked="" type="checkbox"/> Budget Adjustment                                                                                                                              | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| <b>Recommendation/Suggested Action (Enter recommendation in space below):</b>                                                                                                      |                                       |                                        |                                    |                                                |                                    |
| Resolution approving a budget adjustment for Parks and Recreation, in the amount of \$200,000.00, recognizing revenue and allocating expenses for to the 2022 recreation programs. |                                       |                                        |                                    |                                                |                                    |

|                                                                                         |                                                                     |
|-----------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Estimated Cost                                                                          | \$200,000.00                                                        |
| Is this Item Budgeted?                                                                  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <b>If no, please explain how item will be funded (briefly explain in space below) :</b> |                                                                     |
| Accepting Revenue in excess of budgeted amount                                          |                                                                     |





## Budget Adjustment Request

|                              |                      |
|------------------------------|----------------------|
| Date of City Council Meeting | 12/13/2022           |
| Department                   | Parks and Recreation |
| Submitted by                 | Josh Stacey          |
| Phone                        | (479) 696-0204       |

|                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------|
| Purpose of Budget Adjustment <i>(Enter purpose in space below):</i>                                                   |
| Budget adjustment to account for increased revenue and expenses due to higher than anticipated program participation. |

| General Ledger Account Information* |        |                             |                 |                 |
|-------------------------------------|--------|-----------------------------|-----------------|-----------------|
| Org (Department)                    | Object | Account Description         | Revenue + ( - ) | Expense + ( - ) |
| 105030                              | 34680  | Recreation Programs         | \$ 200,000.00   |                 |
| 105030                              | 42080  | Recreational Supplies       |                 | \$ 45,000.00    |
| 105030                              | 43410  | Professional Services/Other |                 | \$ 155,000.00   |
|                                     |        |                             |                 |                 |
|                                     |        |                             |                 |                 |
|                                     |        |                             |                 |                 |
|                                     |        | Totals                      | \$ 200,000.00   | \$ 200,000.00   |
|                                     |        | Net Impact on Fund Balance  | \$ -            |                 |

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



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

PLEASE RECYCLE



# Memo



To: City Council, Mayor Orman  
From: Josh Stacey, Recreation Services Manager  
Through: David Wright, Parks and Recreation Director  
Date: December 2, 2022  
Re: Budget Adjustment of \$200,000 to account for increased participation in recreation programs in 2022.

---

Budget adjustment in the amount of a \$200,000 increase in revenue in account 105030-34680 and an increase of expense of \$45,000 in account 105030-42080 Recreational Supplies and \$155,000 in account 105030-43410 Professional Services.

This adjustment is due to higher than anticipated participation in our recreation services. Programs such as Personal Training, Tennis, and Camps have all grown at a level higher than anticipated for the year. Bentonville Parks and Recreation utilizes specialized contractors to operate these programs for our community. Recreational supplies have also increased this year due to inflation and higher than anticipated participation. This budget adjustment is fully recovered from revenue generated by these programs.

Please note: We are not asking for additional dollars with this request. The \$200,000 in revenue has already been collected through registration fees and sponsorships. We are asking for this budget adjustment to allow us to balance our budget recognizing the increased participation totals we have experience this year.

If you have any questions regarding this item, please call me at 696.0204, or email [jstacey@bentonvillear.com](mailto:jstacey@bentonvillear.com).

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

**A RESOLUTION RECOGNIZING REVENUE IN THE AMOUNT OF TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) INTO ACCOUNT # 105030-34680 - RECREATION PROGRAMS; FURTHER ADJUSTING THE 2022 BUDGET; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Parks and Recreation Department collected two hundred thousand dollars (\$200,000.00) in revenue through registration fees and sponsorships;

**WHEREAS**, a budget adjustment is requested because of higher than anticipated participation in the recreation services and higher pricing for supplies due to inflation;

**WHEREAS**, this budget adjustment is fully funded from revenue generated by recreation programs and no additional dollars from the general fund balance are requested.

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

Section 1: Revenue, in the amount of two hundred thousand dollars (\$200,00.00) is recognized and the 2022 Budget is adjusted as shown below:

| General Ledger Account Information* |        |                             |                 |                 |
|-------------------------------------|--------|-----------------------------|-----------------|-----------------|
| Org (Department)                    | Object | Account Description         | Revenue + ( - ) | Expense + ( - ) |
| 105030                              | 34680  | Recreation Programs         | \$ 200,000.00   |                 |
| 105030                              | 42080  | Recreational Supplies       |                 | \$ 45,000.00    |
| 105030                              | 43410  | Professional Services/Other |                 | \$ 155,000.00   |
|                                     |        |                             |                 |                 |
|                                     |        |                             |                 |                 |
|                                     |        |                             |                 |                 |
|                                     |        | Totals                      | \$ 200,000.00   | \$ 200,000.00   |
|                                     |        | Net Impact on Fund Balance  | \$              | -               |

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

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

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

**APPROVED:**

**Attest:**

\_\_\_\_\_  
**STEPHANIE ORMAN, Mayor**

\_\_\_\_\_  
**KIRBY ROMINES, City Clerk**



## Agenda Item Form

|                              |                      |
|------------------------------|----------------------|
| Date of City Council Meeting | 12/13/2022           |
| Department                   | Parks and Recreation |
| Submitted by                 | David Wright         |
| Phone                        | (479) 271.6813       |

|                                                                                                                                                                                                                           |                                       |                                        |                                    |                                                |                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|------------------------------------|------------------------------------------------|------------------------------------|
| <b>Item Type: (Check Applicable Item Type)</b>                                                                                                                                                                            |                                       |                                        |                                    |                                                |                                    |
| <input checked="" type="checkbox"/> Budget Adjustment                                                                                                                                                                     | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| <b>Recommendation/Suggested Action (Enter recommendation in space below):</b>                                                                                                                                             |                                       |                                        |                                    |                                                |                                    |
| Resolution approving a budget adjustment, in the amount of \$38,881.00, recognizing the revenue from sale of .06 acres and allocating funds to Parks and Recreation Capital for the Town Branch Park Improvement Project. |                                       |                                        |                                    |                                                |                                    |

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





## Budget Adjustment Request

|                              |                        |
|------------------------------|------------------------|
| Date of City Council Meeting | 12/13/2022             |
| Department                   | Parks and Recreation   |
| Submitted by                 | David Wright, Director |
| Phone                        | (479) 271-6813         |

|                                                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose of Budget Adjustment</b> <i>(Enter purpose in space below):</i>                                                         |
| Recognize revenue from the sale of .06 acre of Town Branch Park and allocate expenses towards the Town Branch Improvement Project. |

| General Ledger Account Information* |        |                               |                 |                 |
|-------------------------------------|--------|-------------------------------|-----------------|-----------------|
| Org (Department)                    | Object | Account Description           | Revenue + ( - ) | Expense + ( - ) |
| 105030                              | 37520  | Misc Income                   | \$ 38,881.00    | \$ -            |
| 105030                              | 47390  | Improv Other than Bldg/ Other |                 | \$ 38,881.00    |
|                                     |        |                               |                 |                 |
|                                     |        |                               |                 |                 |
|                                     |        |                               |                 |                 |
|                                     |        |                               |                 |                 |
|                                     |        | Totals                        | \$ 38,881.00    | \$ 38,881.00    |
|                                     |        | Net Impact on Fund Balance    | \$ -            |                 |

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



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



# Memo



To: City Council, Mayor Orman  
From: David Wright, Parks and Recreation Director  
Date: November 30, 2022  
Re: Budget adjustment recognizing \$38,881 in revenue from a real estate transaction and authorizing funds to be utilized for the Town Branch Improvement Project scheduled for 2023.

---

In January 2022, Council approved a resolution authorizing a real estate transaction for sale of .06 acre of Town Branch Park / Razorback Greenway for \$40,000. Closing for this property is finally complete and, after closing costs and feeds, The City received payment of \$38,881.

In January, we spoke about the revenue from the sale going towards the Town Branch improvement project. You may be aware, Parks and Recreation has funds allocated in the 2022 Budget, as well as the 2023 Budget for an improvement project that should begin during the first half of next year. These funds can be used towards this project. While we spoke of this in January, it must be formalized with a budget adjustment.

This budget adjustment is to recognize the final revenue from the sale of the property. This places the funds in the Parks Capital Account and should be spent in 2023.

If you have any questions regarding this item, please contact David Wright at [dwright@bentonvillear.com](mailto:dwright@bentonvillear.com).

*Attachments:*

*Resolution authorizing sale – January 2022*



RESOLUTION NO. 1-11-22 F

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A REAL ESTATE CONTRACT FOR THE SALE OF PROPERTY TO BUSBAM, LLC, OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.**

**WHEREAS**, this .06 acre piece of property has contained a private fence for approximately two (2) decades which neither party realized was City of Bentonville property; and

**WHEREAS**, the fence owners have consistently maintained the property and have offered to pay Forty Thousand Dollars (\$40,000.00) for this purchase. The appraised value is Thirty-Seven Five Hundred Dollars (\$37,500.00); and

**WHEREAS**, the current function of this property is for the trail and the public's use will not be affected by the sale.

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

Section 1: The Mayor and City Clerk are authorized to enter into a real estate contract, with Busbam, LLC of Bentonville Arkansas, to sell a piece of property described in Exhibit "A" and Exhibit "A-2";

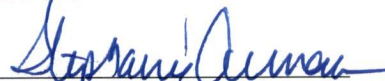
Section 2: The amount of this sale is Forty Thousand Dollars (\$40,000.00) and will not impact public trail use;

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

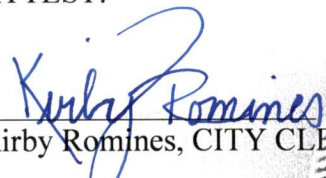
Section 4: Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

**PASSED and APPROVED this 11 day of JANUARY, 2022.**

APPROVED:

  
Stephanie Orman, MAYOR

ATTEST:

  
Kirby Romines, CITY CLERK



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

**A RESOLUTION RECOGNIZING REVENUE IN THE AMOUNT OF THIRTY-EIGHT THOUSAND EIGHT HUNDRED EIGHTY-ONE DOLLARS (\$38,881.00) INTO ACCOUNT #105030-37520 – MISCELLANEOUS INCOME; ADJUSTING THE 2022 BUDGET TO APPROPRIATE THE SAME INTO ACCOUNT #105030-47390 – IMPROVEMENTS OTHER THAN BUILDING; AND FOR OTHER PURPOSES.**

**WHEREAS**, at its January 11, 2022 meeting, City Council passed Resolution No. 1-11-22F, authorizing the land sale of a portion of City property near Town Branch Park / Razorback Greenway; and

**WHEREAS**, the City received thirty-eight thousand eight hundred eighty-one dollars (\$38,881.00) in proceeds from said transaction.

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

Section 1: Proceeds from the approved real estate transaction are recognized as revenue;

Section 2: The 2022 Budget is adjusted as shown below:

| General Ledger Account Information* |        |                               |                 |                 |
|-------------------------------------|--------|-------------------------------|-----------------|-----------------|
| Org (Department)                    | Object | Account Description           | Revenue + ( - ) | Expense + ( - ) |
| 105030                              | 37520  | Misc Income                   | \$ 38,881.00    | \$ -            |
| 105030                              | 47390  | Improv Other than Bldg/ Other |                 | \$ 38,881.00    |
|                                     |        |                               |                 |                 |
|                                     |        |                               |                 |                 |
|                                     |        |                               |                 |                 |
|                                     |        |                               |                 |                 |
| Totals                              |        |                               | \$ 38,881.00    | \$ 38,881.00    |
| Net Impact on Fund Balance          |        |                               | \$              | -               |

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

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

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

**APPROVED:**

\_\_\_\_\_  
**STEPHANIE ORMAN, Mayor**

**Attest:**

\_\_\_\_\_  
**KIRBY ROMINES, City Clerk**



## Agenda Item Form

|                              |                      |
|------------------------------|----------------------|
| Date of City Council Meeting | 12/13/2022           |
| Department                   | Parks and Recreation |
| Submitted by                 | Josh Stacey          |
| Phone                        | (479) 696-0204       |

|                                                                                                                                                                         |                                       |                                        |                                               |                                     |                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|-----------------------------------------------|-------------------------------------|------------------------------------|
| Item Type: (Check Applicable Item Type)                                                                                                                                 |                                       |                                        |                                               |                                     |                                    |
| <input type="checkbox"/> Budget Adjustment                                                                                                                              | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| Recommendation/Suggested Action (Enter recommendation in space below):                                                                                                  |                                       |                                        |                                               |                                     |                                    |
| Ordinance requesting a bid waiver in the amount of \$60,000.00 to Ann O'Sullivan for the service of personal training instruction for Bentonville Parks and Recreation. |                                       |                                        |                                               |                                     |                                    |

|                                                                                  |                                                                     |
|----------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Estimated Cost                                                                   | \$60,000                                                            |
| Is this Item Budgeted?                                                           | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| If no, please explain how item will be funded (briefly explain in space below) : |                                                                     |





## Waiver of Bid Request

|                              |                      |
|------------------------------|----------------------|
| Date of City Council Meeting | 12/13/2022           |
| Department                   | Parks and Recreation |
| Submitted by                 | Josh Stacey          |
| Phone                        | (479) 696-0204       |

|                                                                                                                                                                                                                                                 |                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Vendor                                                                                                                                                                                                                                          | Ann O'Sullivan |
| Total Cost                                                                                                                                                                                                                                      | \$60,000       |
| <b>Description of Purchase</b> <i>(This should include a detailed description of the type of material, equipment or service that is being requested including make, model, year &amp; options if applicable. Enter details in space below):</i> |                |
| <b>Parks and Recreation utilizes independent contractors and community partners, as opposed to employees, to teach and administer many of our recreation programs. These include fitness classes and personal training services.</b>            |                |

|                                                                                                                                                                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Justification</b> <i>(Enter justification in space below):</i>                                                                                                                                                                                               |
| <b>Due to high demand for her services, we anticipate Ms. O'Sullivan to exceed \$35,000 in total payments over the course of 2023. Ms. O'Sullivan's estimated payment for 2023 is \$60,000. This expense is completely funded by program registration fees.</b> |



# Memo



To: City Council, Mayor Orman  
From: Josh Stacey, Recreation Services Manager  
Through: David Wright, Parks and Recreation Director  
Date: November 30, 2022  
Re: Ann O'Sullivan- Fitness Training Instructor

---

Bid waiver in the amount of \$60,000 to Ann O'Sullivan for the service of personal training instruction for Bentonville Parks and Recreation.

Parks and Recreation utilizes independent contractors, as opposed to employees, to teach many of our recreation and wellness classes at the Bentonville Community Center. These include wellness class such as aerobics or spin and personal training services.

Due to high demand for her services, we anticipate Ms. O'Sullivan to exceed \$35,000 in total payments over the course of 2023. Ms. O'Sullivan's estimated payment for 2023 is \$60,000. This expense is completely funded by program registration fees.

If you have any questions regarding this item, please let me know. Please call me at 696.0204, or email [jstacey@bentonvillear.com](mailto:jstacey@bentonvillear.com).

Attachment:  
*Ann O'Sullivan Contract 2023*



**CITY OF BENTONVILLE  
ARKANSAS**

**PARKS & RECREATION INSTRUCTOR: INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT made and entered into this 18 (day) of November (month), 2022, by and between the City of Bentonville, Arkansas, hereinafter called "City", for the use and benefit of City's Parks and Recreation Department, and Ann OSullivan, hereinafter called "Instructor", Witnesseth:

1. The purpose of this Agreement is to set the terms and conditions under which Instructor will provide the City with the professional instruction of Fitness Services, defined herein, located at Bentonville Parks and Recreation.
2. Instructor understands that Instructor is an independent contractor and is not an employee of the City. Instructor understands that as an independent contractor Instructor is not and will not become eligible for any City benefits including, but not limited to: insurance coverage of any kind, worker's compensation, employee benefits, vacation pay or other benefits the City may offer to its employees.
3. The term of this Agreement will commence on January (month) 1 (day), 2023 (year), and will terminate on December (month) 31 (day), 2023 (year).
4. Either Party may terminate this agreement with thirty (30) days written notice provided to the other Party. Instructor shall notify the City's Director of Parks and Recreation of any termination of this agreement.
5. Instructor is required to submit a W-9 Form to the City.
6. Instructor agrees to indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with this Agreement.
7. Instructor understands that Instructor will be paid only for actual classes or lessons taught by Instructor.
8. The City may terminate this Agreement if Instructor exhibits behavior that is detrimental to the operation of the City's Parks and Recreation department.
9. The Instructor agrees to:
  - a. Maintain and provide proof of all certifications or licenses that are required for the service(s) to be provided. These requirements, specific to Instructor's profession, will be communicated to Instructor in writing.
  - b. Comply with all Federal, State, and local laws.
  - c. Provide proof of insurance, if required to do so by the City. The City will submit these requirements in writing.
  - d. Be responsible for finding their own substitute, if necessary, and notifying the Director of Parks and Recreation, or their assignee for their approval prior to Instructor's absence.
  - e. Be present to instruct all necessary make-up classes or lessons.
  - f. Comply with schedules and deadlines for information set by the Parks and Recreation Department.
    - i. Failure to submit information (such as classes completed etc.) in a timely manner and in accordance with deadlines set by the Parks and Recreation Department may result in delayed payment.
  - g. Display professional etiquette at all times.
  - h. Understand that they are a representation of the City while on City property. This representation includes the promotion of only the City Parks and Recreation programming and activities.
10. The City agrees to:
  - a. Be responsible for the creation of all schedules when necessary, marketing material, registration material, and the purchase of necessary program specific supplies, as determined by BPR.
  - b. Create and provide Instructor with all necessary schedules, allowing for input from Instructor.
11. Interpretation 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.

*[This space has been intentionally left blank]*



**CITY OF BENTONVILLE  
ARKANSAS**

12. Instructor will teach the following classes, with the understanding that the exact days and times of the classes are to be determined:

|                    |  |
|--------------------|--|
| Personal Training  |  |
| Nutrition Services |  |
|                    |  |
|                    |  |
|                    |  |
|                    |  |

13. Instructor will be paid based on the following payment schedule:

| Description of Instruction Services | Unit (Ex. Per Week, Per Lesson, Per Class) | Payment          |
|-------------------------------------|--------------------------------------------|------------------|
| 30 Minute Individual Session        | Per Session                                | \$ <u>28</u> .00 |
| 30 Minute Group Session             | Per Session                                | \$ <u>32</u> .00 |
| Nutrition Services                  | 85% Net Revenue                            | \$ _____.00      |
|                                     |                                            | \$ _____.00      |
|                                     |                                            | \$ _____.00      |
|                                     |                                            | \$ _____.00      |
|                                     |                                            | \$ _____.00      |
|                                     |                                            | \$ _____.00      |

The City estimates \$ 60000.00 total in payments to the Instructor for the term of this Agreement. Payment will be made only for completed classes or lessons.

Payment structure (Bi-Weekly/Monthly): Monthly

Approved to substitute teach in other classes (Check if yes): ☒

BY SIGNING BELOW, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS 29<sup>th</sup> (DAY) OF October (MONTH), 2022 (YEAR).

CITY OF BENTONVILLE, ARKANSAS

BY: \_\_\_\_\_

Stephanie Orman, Mayor (Signature)

Instructor Signature

Ava O Sullivan

Instructor (Printed Name)



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

**AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR PERSONAL TRAINING INSTRUCTIONS PROVIDED BY ANN O’SULLIVAN; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Bentonville Parks and Recreation Department utilizes independent contractors, as opposed to employees, to teach many of its recreation and wellness classes for the Bentonville Community Center;

**WHEREAS**, due to the high demand for Ann O’Sullivan’s training services, the amount payable exceeds the competitive bid threshold;

**WHEREAS**, the estimated payment for 2023 is sixty thousand dollars (\$60,00.00) and is completely funded by program registration fees; and

**WHEREAS**, competitive bidding should be waived as it would be impractical for the City to create this bid process.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Ann O’Sullivan, for training services, for sixty thousand dollars (\$60,000.00);

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for training services;

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

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

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

**APPROVED:**

**Attest:**

\_\_\_\_\_  
**STEPHANIE ORMAN, Mayor**

\_\_\_\_\_  
**KIRBY ROMINES, City Clerk**





## Agenda Item Form

|                              |                      |
|------------------------------|----------------------|
| Date of City Council Meeting | 12/13/2022           |
| Department                   | Parks and Recreation |
| Submitted by                 | Josh Stacey          |
| Phone                        | (479) 696-0204       |

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

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

**Ordinance approving a bid waiver in the amount of \$42,000.00 to Wize Academy to offer youth camp programs for Bentonville Parks and Recreation. Parks and Recreation utilizes professional camp providers to offer youth camp programs to the community. Wize Academy is specially trained to provide high quality STEM themed camps to youth in Northwest Arkansas.**

|                |          |
|----------------|----------|
| Estimated Cost | \$42,000 |
|----------------|----------|

|                        |                                                                     |
|------------------------|---------------------------------------------------------------------|
| Is this Item Budgeted? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
|------------------------|---------------------------------------------------------------------|

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

|  |
|--|
|  |
|--|





## Waiver of Bid Request

|                              |                      |
|------------------------------|----------------------|
| Date of City Council Meeting | 12/13/2022           |
| Department                   | Parks and Recreation |
| Submitted by                 | Josh Stacey          |
| Phone                        | (479) 696-0204       |

|                                                                                                                                                                                                                                                 |              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Vendor                                                                                                                                                                                                                                          | Wize Academy |
| Total Cost                                                                                                                                                                                                                                      | \$42,000     |
| <b>Description of Purchase</b> <i>(This should include a detailed description of the type of material, equipment or service that is being requested including make, model, year &amp; options if applicable. Enter details in space below):</i> |              |
| <b>Parks and Recreation utilizes professional camp providers to offer youth camp programs to the community. Wize Academy is specially trained to provide high quality STEM themed camps to youth in Northwest Arkansas.</b>                     |              |

|                                                                                                                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Justification</b> <i>(Enter justification in space below):</i>                                                                                                                                                      |
| <b>Wize Academy is the only local provider qualified to provide all elements of STEM camps including technology, computer, and engineer camps. Due to this it is impracticable to solicit bids for these services.</b> |



# Memo



To: City Council, Mayor Orman  
From: Josh Stacey, Recreation Services Manager  
Through: David Wright, Parks and Recreation Director  
Date: November 22, 2022  
Re: Wize Academy MOU Agreement for 2023

---

Bid Waiver in the amount of \$42,000 to Wize Academy for the service of providing youth camp programs for Parks and Recreation.

Bentonville Parks and Recreation utilizes a professional camp provider to offer technology and engineering camp programs for the community. Wize Academy is a national program offering hundreds of learning programs to youth. Wize Academy currently works with several schools and other community programs in the Northwest Arkansas region.

The agreement attached, allows Bentonville Parks and Recreation to enter into a contract with Wize Academy for the service of providing youth camp programs. Due to the demand and number of participants in these programs, Wize Academy is anticipated to be paid more than \$35,000 in 2023. Bentonville Parks and Recreation is anticipating paying \$42,000 for these services. This will be renewable MOU for two additional years. This expense is fully recouped through registration fees for this program and is a budgeted item.

If you have any questions regarding this item, please let me know. Please call me at 696.0204, or email [jstacey@bentonvillear.com](mailto:jstacey@bentonvillear.com).

Attachment:  
*Wize Computing Academy of Northwest Arkansas MOU 2023*



**CITY OF BENTONVILLE**  
**ARKANSAS**

---

**MEMORANDUM OF UNDERSTANDING**

**To: Wize Computing Academy of Northwest Arkansas**

**From: City of Bentonville, Arkansas Parks and Recreation Department**

**Date: November 29, 2022**

**Re: Partnership for providing technology and Lego camps and programming for Bentonville Parks and Recreation**

---

**1. Intent.**

This Memorandum of Understanding (MOU) intends to outline the partnership and working arrangement between Wize Computing Academy of Northwest Arkansas ("Provider") and the City of Bentonville, Arkansas (City), for the use and benefit of Bentonville Parks and Recreation Department (BPR) for Camp Wize Academy and Camp Lego (referred to as "Program").

**2. Term.**

The term for this MOU shall be for one year, beginning on January (month), 1 (day), 2023 (year) and ending on December (month), 31 (day), 2023 (year).

- A. In the event that Program days or times are cancelled (due to inclement weather such as rainouts, or class cancellations), additional dates may be added to the end of the Program season as "make-up dates", or additional classes may be added as "make-up classes", as applicable to the Program described in this MOU. BPR will communicate the need for make-up dates to Provider. Provider agrees to be present for make-up dates or classes.
- B. This MOU may be renewed annually, in accordance with all original terms and conditions, via mutual written agreement between the Parties for a maximum term not to exceed three (3) years. There shall be no change in the intent/purpose, or terms and conditions of this MOU during the original term or for any renewal year. There shall be no change in pricing for the original term or for any renewal term unless the change is directly related to a BPR fee/rate increase approved by the Bentonville City Council. Any change in pricing shall be mutually agreed upon by the Parties and shall not exceed an aggregate total of \$10.00 (ten dollars) per participant for the lesson/camp for the entire term of the Agreement (the initial term including all renewal years). Mutually agreed upon changes in the schedule (days/times etc.) and per lesson or camp fees for renewal years shall be handled via Amendment at the time of renewal. Any Amendment to this MOU may require approval from the Bentonville City Council in accordance with the City's Purchasing Policy and applicable laws.

**3. Duties of the City.**

Bentonville Parks and Recreation:

- A. Is responsible for camps, recreation programs, instruction services, classes and other recreation programs for the citizens of Bentonville.
- B. Will create the program format, allowing for input and recommendation from Provider.
- C. Will create marketing and registration material for the program(s), allowing for input and recommendation from Provider where it pertains to participant's needs.
- D. Will create all schedules for all programs, allowing for input and direction from Provider where it pertains to participant needs.
- E. Will provide BPR employees or counselors, if necessary, to participate with check-in and check-out for the program(s), or other operations of the program(s). BPR shall have the final determination if BPR employee participation is necessary.



**CITY OF BENTONVILLE**  
**ARKANSAS**

**4. Duties of the Provider.**

**Provider:**

- A. Wize Computing Academy of Northwest Arkansas will be responsible for providing professional coaching services for Camp Wize Academy and Camp Lego.
- B. Wize Computing Academy of Northwest Arkansas will provide enough instructors to meet an acceptable participant/instructor ratio based upon the age of the participant. BPR will make the final determination of the acceptable participant/instructor ratio.
- C. Wize Computing Academy of Northwest Arkansas agrees to maintain and provide proof of all certifications if needed.
- D. Wize Computing Academy of Northwest Arkansas is responsible for finding his/her own substitute, if necessary, and notifying management in advance for written approval Wize Computing Academy of Northwest Arkansas is responsible for paying the substitute.
- E. Wize Computing Academy of Northwest Arkansas will provide all necessary materials and supplies that coordinate with each camp and/or program.
- F. Wize Computing Academy of Northwest Arkansas will be on time and ready for participants 15mins before the program starts and will stay until the last participant leaves the program.

**5. Location and Schedule.**

**A. Location**

Bentonville Parks and Recreation Facilities

**B. Schedule**

a. Season Dates (estimates):

Season Title: Annual Season: January 1 – December 31, 2023

b. Program Times (estimates):

| Day                                    | Time                                | Day                                    | Time                                |
|----------------------------------------|-------------------------------------|----------------------------------------|-------------------------------------|
| June 12 – June 15<br>Camp Wize Academy | 9:00am – 12:00pm<br>1:00pm – 4:00pm | July 17 – July 20<br>Camp Wize Academy | 9:00am – 12:00pm<br>1:00pm – 4:00pm |
| June 19 – June 22<br>Camp Wize Academy | 9:00am – 12:00pm<br>1:00pm – 4:00pm | June 5 – June 8<br>Camp Lego           | 9:00am – 12:00pm<br>1:00pm – 4:00pm |
| June 26 – June 29<br>Camp Wize Academy | 9:00am – 12:00pm<br>1:00pm – 4:00pm | July 10 – July 13<br>Camp Lego         | 9:00am – 12:00pm<br>1:00pm – 4:00pm |
| July 10 – July 13<br>Camp Wize Academy | 9:00am – 12:00pm<br>1:00pm – 4:00pm | July 24 – July 27<br>Camp Lego         | 9:00am – 12:00pm<br>1:00pm – 4:00pm |
| October 16 – 17<br>Camp Wize Academy   | 9:00am – 12:00pm                    |                                        |                                     |

\*Dates/times are estimates only and are subject to change as determined by BPR.



**CITY OF BENTONVILLE**  
**ARKANSAS**

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**6. Payment.**

City agrees to pay Provider the following rate(s) for the Program.

- a. **\$124.00** per participant for 4-day camp; **\$95.00** per participant for 3-day camp for Camp Wize Academy  
**\$100.00** per participant for Camp Lego
- b. Estimated total payment in 2023: **\$42000.00**
- c. Payment will be made only for completed sessions of the program(s).

**7. Invoicing.**

Provider shall submit an invoice for the program(s) upon conclusion of the program season to the remittance address below within one (1) week from conclusion of the season. Provider is responsible for confirming that the City has received the invoice. Invoices received correctly and on-time will be paid within fourteen (14) days of receipt. Invoices shall be submitted to:

**Via Mail:**

City of Bentonville Administrative Services  
ATTN: Accounts Payable  
1000 SW 14<sup>th</sup> Street  
Bentonville, AR 72712

**Via Email:** [accountspayable@bentonvillear.com](mailto:accountspayable@bentonvillear.com)

**8. Terms and Conditions.**

- A.** Payments will only be made for participants whom actually attend/participate in the Program(s). No payments will be made for cancelled Program(s), or for participants who do not attend/participate in the Program(s). This includes classes, lessons, camps, special programs etc.
- B.** Provider and Provider's personnel are required to display professional etiquette at all times. This MOU may be voided immediately by the City if Provider's or any of their personnel exhibits behavior that is detrimental to the operation of BPR.
- C.** Provider understands that neither Provider, nor any of Provider's employees or independent contractors are employees of the City of Bentonville, and that Provider is solely responsible for their employees and independent contractors.
- D.** Provider may be required to maintain insurance and provide proof of such. Provider is responsible for maintaining insurance for themselves, their employees or independent contractors, as applicable and as required by law.
- E.** It is understood that Provider (and any of Provider's employees or personnel) is not acting as an agency for the City (or BPR) and that the City's statutory immunity does not extend to Provider's acts or omissions.
- F.** Upon the time of signing this MOU, Provider shall provide BPR with IRS Form W-9, and proof of Worker's Compensation Insurance as required by Arkansas Statute.
- G.** Provider and any of Provider's personnel who will be on-site providing the Program will be required to pass a mandatory background check, to be administered by BPR, prior to the Program beginning.
- H.** Provider indemnifies and holds harmless the City and all City personnel and officials against any liability resulting from Provider's negligence or wrongful acts, failure or breach of law.

*[This space has been intentionally left blank]*



**CITY OF BENTONVILLE**  
**ARKANSAS**

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**I. Termination:**

- a. General: This MOU may be terminated with thirty (30) days written notification from the BPR Director or assignee. Provider may terminate this agreement with ninety (90) days written notification to the BPR Director or assignee.
- b. Termination for Cause: Breach of this MOU may result in immediate termination by the BPR Director or assignee.
- c. Termination for Lack of Funding: If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of services to be provided by Provider under this MOU, City may terminate or reduce the amount of services to be provided by Provider under this MOU. In such event, City will notify Provider in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

**SIGNATURE**

---

**City of Bentonville, Arkansas**

Date: \_\_\_\_\_

Name: Stephanie Orman, Mayor

Signature: \_\_\_\_\_

**Provider**

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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

**AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR YOUTH CAMP PROGRAMS PROVIDED BY WIZE ACADEMY; AND FOR OTHER PURPOSES.**

**WHEREAS**, Wize Academy is currently under contract with the City to provide youth camp programs for the Parks and Recreation Department;

**WHEREAS**, due to the high demand and success of the youth camp programs, the amount payable exceeds the competitive bid threshold;

**WHEREAS**, the anticipated payment for 2023 is forty-two thousand dollars (\$42,000.00) and is completely funded by program registration fees; and

**WHEREAS**, competitive bidding should be waived as it would be impractical for the City to create this bid process.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Wize Academy, for youth camp programs, for forty-two thousand dollars (\$42,000.00);

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for youth camp programs;

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

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

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

**APPROVED:**

**Attest:**

\_\_\_\_\_  
**STEPHANIE ORMAN, Mayor**

\_\_\_\_\_  
**KIRBY ROMINES, City Clerk**





## Agenda Item Form

|                              |                      |
|------------------------------|----------------------|
| Date of City Council Meeting | 12/13/2022           |
| Department                   | Parks and Recreation |
| Submitted by                 | Josh Stacey          |
| Phone                        | (479) 696-0204       |

|                                                                                                                                                          |                                       |                                        |                                               |                                     |                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|-----------------------------------------------|-------------------------------------|------------------------------------|
| Item Type: (Check Applicable Item Type)                                                                                                                  |                                       |                                        |                                               |                                     |                                    |
| <input type="checkbox"/> Budget Adjustment                                                                                                               | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| Recommendation/Suggested Action (Enter recommendation in space below):                                                                                   |                                       |                                        |                                               |                                     |                                    |
| Ordinance to approve a bid waiver in the amount of \$51,000.00 to Connect Athletics to offer youth soccer services for Bentonville Parks and Recreation. |                                       |                                        |                                               |                                     |                                    |

|                                                                                  |                                                                     |
|----------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Estimated Cost                                                                   | \$51,000                                                            |
| Is this Item Budgeted?                                                           | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| If no, please explain how item will be funded (briefly explain in space below) : |                                                                     |





## Waiver of Bid Request

|                              |                |
|------------------------------|----------------|
| Date of City Council Meeting | 12/13/2022     |
| Department                   | Parks          |
| Submitted by                 | Josh Stacey    |
| Phone                        | (479) 696-0204 |

|                                                                                                                                                                                                                                                 |                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Vendor                                                                                                                                                                                                                                          | Connect Athletics |
| Total Cost                                                                                                                                                                                                                                      | \$51,000          |
| <b>Description of Purchase</b> <i>(This should include a detailed description of the type of material, equipment or service that is being requested including make, model, year &amp; options if applicable. Enter details in space below):</i> |                   |
| <b>Parks and Recreation utilizes independent contractors, as opposed to employees, to teach many of our recreation programs. These include programs for our youngest ages of youth soccer.</b>                                                  |                   |

|                                                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Justification</b> <i>(Enter justification in space below):</i>                                                                                      |
| <b>Connect Athletics (formerly NWA Happy Feet) has customized age specific programming for the youngest ages of youth soccer (ages 2.5 - 6 years).</b> |



# Memo



To: City Council, Mayor Orman  
From: Josh Stacey, Recreation Services Manager  
Through: David Wright, Parks and Recreation Director  
Date: November 28, 2022  
Re: Connect Athletics Bid Waiver

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Bid waiver in the amount of \$51,000 to Connect Athletics to offer youth soccer services for Bentonville Parks and Recreation.

Parks and Recreation utilizes independent contractors, as opposed to employees, to teach many of our recreation programs. These include programs for our youngest ages of youth soccer. Connect Athletics (formerly NWA Happy Feet) has offered these programs with high success over the last two years. Due to high demand for these programs, we are requesting Council approval to pay Connect Athletics an amount exceeding \$35,000 during the 2023 year. The estimated payment for 2023 is \$51,000. This will be renewable MOU for two additional years. This contract is completely funded by program registration fees.

If you have any questions regarding this item, please let me know. Please call me at 696.0204, or email [jstacey@bentonvillear.com](mailto:jstacey@bentonvillear.com).

Attachment:  
*2023 MOU for Connect Athletics*



**CITY OF BENTONVILLE**  
**ARKANSAS**

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**MEMORANDUM OF UNDERSTANDING**

**To: Matt Holdaway, President – Connect Athletics**

**From: City of Bentonville, Arkansas Parks and Recreation Department**

**Date: 11/30/2023**

**Re: Partnership for providing soccer coaches for the Lil' Kicksters program for Bentonville Parks and Recreation**

---

**1. Intent.**

This Memorandum of Understanding (MOU) intends to outline the partnership and working arrangement between Connect Athletics ("Provider") and the City of Bentonville, Arkansas (City), for the use and benefit of Bentonville Parks and Recreation Department (BPR) for providing soccer coaches for BPR's Lil' Kicksters program (referred to as "Program").

**2. Term.**

The term for this MOU shall be for one (1) year, beginning on January (month), 01 (day), 2023 (year) and ending on December (month), 31 (day), 2023 (year).

- A.** In the event that Program days or times are cancelled (due to inclement weather such as rainouts, or class cancellations), additional dates may be added to the end of the Program season as "make-up dates", or additional classes may be added as "make-up classes", as applicable to the Program described in this MOU. BPR will communicate the need for make-up dates to Provider. Provider agrees to be present for make-up dates or classes.
- B.** This MOU may be renewed annually, in accordance with all original terms and conditions, via mutual written agreement between the Parties for a maximum term not to exceed three (3) years. There shall be no change in the intent/purpose, or terms and conditions of this MOU during the original term or for any renewal year. There shall be no change in pricing for the original term or for any renewal term unless the change is directly related to a BPR fee/rate increase approved by the Bentonville City Council. Any change in pricing shall be mutually agreed upon by the Parties and shall not exceed an aggregate total of \$10.00 (ten dollars) per participant for the lesson/camp for the entire term of the Agreement (the initial term including all renewal years). Mutually agreed upon changes in the schedule (days/times etc.) and per lesson or camp fees for renewal years shall be handled via Amendment at the time of renewal. Any Amendment to this MOU may require approval from the Bentonville City Council in accordance with the City's Purchasing Policy and applicable laws.

**3. Duties of the City.**

Bentonville Parks and Recreation:

- A.** Is responsible for camps, recreation programs, instruction services, classes and other recreation programs for the citizens of Bentonville.
- B.** Will create the program format, allowing for input and recommendation from Provider.
- C.** Will create marketing and registration material for the program(s), allowing for input and recommendation from Provider where it pertains to participant's needs.



## CITY OF BENTONVILLE

### ARKANSAS

- D. Will create all schedules for all programs, allowing for input and direction from Provider where it pertains to participant needs.
- E. Will provide BPR employees or counselors, if necessary, to participate with check-in and check-out for the program(s), or other operations of the program(s). BPR shall have the final determination if BPR employee participation is necessary.

#### 4. Duties of the Provider.

Provider:

- A. Is responsible for providing four (4) experienced soccer coaches for each planned session date and time. Coaches are expected to arrive thirty (30) minutes prior to the scheduled session start time and will be responsible for the check in and check out of participants.
- B. Is responsible for adhering to the Terms and Conditions of this MOU.
- C. Is responsible for all of their training and/or certifications and those of the Provider's personnel provided for the performance of the Program(s).
- D. Will provide all participants a soccer uniform (jersey, shorts, socks) with the BPR and Provider logo on the front and player number on the back.
- E. Will provide all equipment necessary for training.

#### 5. Location and Schedule.

##### A. Location

Citizens Park Soccer Complex (1101 SW Citizens Circle Bentonville, AR) or Memorial Park Soccer Complex (1600 John Deshields Blvd. Bentonville AR)

##### B. Schedule

- a. Season Dates (estimates):  
Spring Season: March – May (date range), 2023  
Fall Season: August – October (date range), 2023
- b. Program Times (estimates):

| Day        | Time (1) | Time (2) | Time (3) |
|------------|----------|----------|----------|
| Mondays    | 5:30 PM  | 6:30 PM  | NA       |
| Wednesdays | 4:30 PM  | 5:30 PM  | 6:30 PM  |
| Thursdays  | 5:30 PM  | 6:30 PM  | NA       |
| Saturdays  | 8:30 AM  | 9:30 AM  | 10:45 AM |
| Saturdays  | 1:00 PM  | 2:00 PM  | 3:00 PM  |

\*Dates/times are estimates only and are subject to change as determined by BPR.



## CITY OF BENTONVILLE

### ARKANSAS

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#### 6. Payment.

City agrees to pay Provider the following rate(s) for the Program.

- a. **\$82.50** per participant for 2.5-U5
- b. **\$116.25** per participant for U6-U7
- c. Estimated total payment in 2023: **\$51,000.00**
- d. Payment will be made only for completed sessions of the program(s).

#### 7. Invoicing.

Provider shall submit an invoice for the program(s) upon conclusion of the program season to the remittance address below within one (1) week from conclusion of the season. Provider is responsible for confirming that the City has received the invoice. Invoices received correctly and on-time will be paid within fourteen (14) days of receipt. Invoices shall be submitted to:

**Via Mail:**

City of Bentonville Administrative Services  
ATTN: Accounts Payable  
1000 SW 14<sup>th</sup> Street  
Bentonville, AR 72712

**Via Email:** [accountspayable@bentonvillear.com](mailto:accountspayable@bentonvillear.com)

#### 8. Terms and Conditions.

- A. Payments will only be made for participants whom actually attend/participate in the Program(s). No payments will be made for cancelled Program(s), or for participants who do not attend/participate in the Program(s). This includes classes, lessons, camps, special programs etc.
- B. Provider and Provider's personnel are required to display professional etiquette at all times. This MOU may be voided immediately by the City if Provider's or any of their personnel exhibits behavior that is detrimental to the operation of BPR.
- C. Provider understands that neither Provider, nor any of Provider's employees or independent contractors are employees of the City of Bentonville, and that Provider is solely responsible for their employees and independent contractors.
- D. Provider may be required to maintain insurance and provide proof of such. Provider is responsible for maintaining insurance for themselves, their employees or independent contractors, as applicable and as required by law.
- E. It is understood that Provider (and any of Provider's employees or personnel) is not acting as an agency for the City (or BPR) and that the City's statutory immunity does not extend to Provider's acts or omissions.
- F. Upon the time of signing this MOU, Provider shall provide BPR with IRS Form W-9, and proof of Worker's Compensation Insurance as required by Arkansas Statute.
- G. Provider and any of Provider's personnel who will be on-site providing the Program will be required to pass a mandatory background check, to be administered by BPR, prior to the Program beginning.
- H. Provider indemnifies and holds harmless the City and all City personnel and officials against any liability resulting from Provider's negligence or wrongful acts, failure or breach of law.



**CITY OF BENTONVILLE**  
**ARKANSAS**

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*[This space has been intentionally left blank]*

**I. Termination:**

- a. General: This MOU may be terminated with thirty (30) days written notification from the BPR Director or assignee. Provider may terminate this agreement with ninety (90) days written notification to the BPR Director or assignee.
- b. Termination for Cause: Breach of this MOU may result in immediate termination by the BPR Director or assignee.
- c. Termination for Lack of Funding: If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of services to be provided by Provider under this MOU, City may terminate or reduce the amount of services to be provided by Provider under this MOU. In such event, City will notify Provider in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

*[This space has been intentionally left blank]*



**CITY OF BENTONVILLE**  
**ARKANSAS**

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**SIGNATURE PAGE**

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**City of Bentonville, Arkansas**

Date: \_\_\_\_\_

Name: Stephanie Orman, Mayor

Signature: \_\_\_\_\_

**Provider**

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_



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

**AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR YOUTH SOCCER SERVICES PROVIDED BY CONNECT ATHLETICS; AND FOR OTHER PURPOSES.**

**WHEREAS**, Connect Athletics (formerly NWA Happy Feet) is currently under contract with the City to provide youth soccer services for the Parks and Recreation Department;

**WHEREAS**, due to the high demand and success of the youth soccer programs, the amount payable exceeds the competitive bid threshold;

**WHEREAS**, the estimated payment for 2023 is fifty-one thousand dollars (\$51,00.00) and is completely funded by program registration fees; and

**WHEREAS**, competitive bidding should be waived as it would be impractical for the City to create this bid process.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Connect Athletics, for youth soccer services, in the amount of fifty-one thousand dollars (\$51,000.00);

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for youth soccer services;

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

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

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

**APPROVED:**

**Attest:**

\_\_\_\_\_  
**STEPHANIE ORMAN, Mayor**

\_\_\_\_\_  
**KIRBY ROMINES, City Clerk**



## Agenda Item Form

|                              |                      |
|------------------------------|----------------------|
| Date of City Council Meeting | 12/13/2022           |
| Department                   | Parks and Recreation |
| Submitted by                 | Josh Stacey          |
| Phone                        | (479) 696-0204       |

|                                                                                                                                                                           |                                       |                                        |                                    |                                                |                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|------------------------------------|------------------------------------------------|------------------------------------|
| Item Type: (Check Applicable Item Type)                                                                                                                                   |                                       |                                        |                                    |                                                |                                    |
| <input type="checkbox"/> Budget Adjustment                                                                                                                                | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| Recommendation/Suggested Action (Enter recommendation in space below):                                                                                                    |                                       |                                        |                                    |                                                |                                    |
| Resolution authorizing the Mayor and City Clerk to enter into an amended agreement with Ozark Tennis Academy for tennis programming for Bentonville Parks and Recreation. |                                       |                                        |                                    |                                                |                                    |

|                                                                                  |                                                                     |
|----------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Estimated Cost                                                                   | \$176,519                                                           |
| Is this Item Budgeted?                                                           | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| If no, please explain how item will be funded (briefly explain in space below) : |                                                                     |



# Memo



To: City Council, Mayor Orman  
From: Josh Stacey, Recreation Services Manager  
Through: David Wright, Parks and Recreation Director  
Date: November 28, 2022  
Re: Ozark Tennis Academy Contracted Fee Amendment for 2023

---

Resolution authorizing the Mayor and City Clerk to enter into an amended agreement with Ozark Tennis Academy (OTA) for providing tennis services for Bentonville Parks and Recreation (BPR).

Currently OTA is under contract to offer tennis services and programming for BPR. This contract was issued under RFP-21-59. Due to increased cost to operate tennis programming, an increase in rates for OTA is needed. To account for these fees, we have raised prices for the programs impacted which were including in the 2023 recreation fee plan that was approved at Council in October. This contract is completely funded by program registration fees.

If you have any questions regarding this item, please let me know. Please call me at 696.0204, or email [jstacey@bentonvillear.com](mailto:jstacey@bentonvillear.com).

Attachment:  
*OTA Rate Amendment 2023*



**CITY OF BENTONVILLE, ARKANSAS**

**AMENDMENT TO CONTRACT**  
**SERVICE CONTRACT FOR: TENNIS PROFESSIONAL**

This Amendment (the “Amendment”), dated \_\_\_\_\_ (month) \_\_\_\_ (day), 2022 is made by the City of Bentonville, Arkansas (“CITY”) and Ozark Tennis Academy, (“OTA”), parties to the Multi-Year Service Contract, for Tennis Professional Services , dated October 19, 2021 (the “Contract”).

1. The Original Contract provided for payment to OTA based on the fee schedule outlined as follows:

| Type of Program<br>(Description) | Fee Paid to Contractor<br>(Payment Plan) | Notes                                                                                                                          |
|----------------------------------|------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| Tournaments                      | 85% Net Program Profit*                  | *Net Program Profit includes the deduction of: all third party fees (transaction/credit card fees, BPR staffing, BPR supplies. |
| Camps                            | \$90.00 Per Camper                       | For all camps.                                                                                                                 |
| Lessons, Drills & Leagues        | 90% Gross Program Profit*                | Gross Program Profit: Program Profit minus the third party fees (transaction/credit card fees)                                 |

*[This space has been intentionally left blank]*



## CITY OF BENTONVILLE, ARKANSAS

2. The Contract is Amended as Follows:

- a. The Contract has been renewed for the first annual renewal option with a one (1) year renewal term commencing on October 20, 2022 and ending on October 19, 2023.
- b. The fee schedule for the Contract renewal is amended as follows:

| Type of Program<br>(Description) | Fee Paid to Contractor<br>(Payment Plan) | Notes                                                                                                                          |
|----------------------------------|------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| Tournaments                      | 85% Net Program Profit*                  | *Net Program Profit includes the deduction of: all third party fees (transaction/credit card fees, BPR staffing, BPR supplies. |
| Camps                            | \$90.00 Per Camper                       | For all camps.                                                                                                                 |
| Lessons, Drills & Leagues        | <div>ProgramPayment</div>                | Not Applicable                                                                                                                 |
|                                  | Private Lessons:                         |                                                                                                                                |
|                                  | Tennis 1 hour\$51.00                     |                                                                                                                                |
|                                  | Tennis 30 minutes\$29.75                 |                                                                                                                                |
|                                  | Tennis Semi-private\$29.75               |                                                                                                                                |
|                                  | Tennis Group\$25.50                      |                                                                                                                                |
|                                  | Pickleball 1 hour\$42.50                 |                                                                                                                                |
|                                  | Pickleball semi-private\$29.75           |                                                                                                                                |
|                                  | Recreational Tennis\$102.00              |                                                                                                                                |
|                                  | Classical Tennis\$102.00                 |                                                                                                                                |
|                                  | Academy Groups:                          |                                                                                                                                |
|                                  | Red-Orange-Crush\$136.00                 |                                                                                                                                |
|                                  | White\$238.00                            |                                                                                                                                |
|                                  | Black\$250.75                            |                                                                                                                                |

3. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Contract, or any earlier Amendment, the terms of this Amendment shall prevail.

Administrative Services  
Purchasing Department  
1000 SW 14<sup>th</sup> Street  
Bentonville, AR 72712



## CITY OF BENTONVILLE, ARKANSAS

City Hall  
305 SW A Street  
Bentonville, AR 72712

### SIGNATURE PAGE

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**THE CITY OF BENTONVILLE, ARKANSAS**

**BY:** \_\_\_\_\_

**Name (printed):** Stephanie Orman, Mayor

**Date:** \_\_\_\_\_

\_\_\_\_\_ **Ozark Tennis Academy**\_\_\_\_  
**Company Name**

**BY:** \_\_\_\_\_

**Name(printed):** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

**A RESOLUTION ALLOWING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED AGREEMENT WITH OZARK TENNIS ACADEMY TO PROVIDE TENNIS SERVICES FOR BENTONVILLE PARKS AND RECREATION; AND FOR OTHER PURPOSES.**

**WHEREAS**, Bentonville Parks and Recreation has an existing agreement with Ozark Tennis Academy;

**WHEREAS**, this amendment allows for continued services and programming, as well as, increasing the fee schedule amounts to reflect increased costs; and

**WHEREAS**, this is a budgeted item.

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

Section 1: The Mayor and City Clerk are authorized to enter into an amended agreement with Ozark Tennis Academy to extend the term and allow for an increased fee schedule needed to cover rising costs of the program;

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

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

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

**APPROVED:**

\_\_\_\_\_  
**STEPHANIE ORMAN, Mayor**

**Attest:**

\_\_\_\_\_  
**KIRBY ROMINES, City Clerk**



|  |  |
|--|--|
|  |  |
|--|--|







## Budget Adjustment Request

|                              |                      |
|------------------------------|----------------------|
| Date of City Council Meeting | 12/13/2022           |
| Department                   | Parks and Recreation |
| Submitted by                 | Scott Mendenhall     |
| Phone                        | (479) 271-3190       |

|                                                                                                                                                                                                                                                                                                         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Purpose of Budget Adjustment</b> <i>(Enter purpose in space below):</i></p> <p><b>Budget adjustment in the amount of \$101,872 to reflect the additional expenses to purchase six (6) Ford F-350 trucks budgeted in 2022, and presently offered through the 2023 Arkansas State Contract.</b></p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| General Ledger Account Information* |        |                            |                 |                 |
|-------------------------------------|--------|----------------------------|-----------------|-----------------|
| Org (Department)                    | Object | Account Description        | Revenue + ( - ) | Expense + ( - ) |
| 105030                              | 47420  | Vehicles                   |                 | \$ 101,872.00   |
|                                     |        |                            |                 |                 |
|                                     |        |                            |                 |                 |
|                                     |        |                            |                 |                 |
|                                     |        |                            |                 |                 |
|                                     |        |                            |                 |                 |
|                                     |        | Totals                     | \$ -            | \$ 101,872.00   |
|                                     |        | Net Impact on Fund Balance | \$ (101,872.00) |                 |

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



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

PLEASE RECYCLE



# Memo



To: City Council, Mayor Orman  
Thru: David Wright, Parks and Recreation Director  
From: Scott Mendenhall, Parks Maintenance Manager  
Date: November 29, 2022  
Re: City Council approval of Budget Adjustment Request for the amount of \$101,872.00, to reflect the variance between the 2022 Budget amounts for six (6) Ford F-350 trucks and actual current 2023 Arkansas State Contract vehicle purchase pricing.

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Parks and Recreation is requesting City Council approval of a Budget Adjustment Request for the amount of \$101,872.00, to reflect the variance between the 2022 budgeted amounts for six (6) Ford F-350 trucks and the actual vehicle purchase price presently offered on the 2023 Arkansas State Contract.

Parks and Recreation initiated the 2022 vehicle purchase process in the last quarter of 2021 for seven (7) budgeted trucks, initially through the 2022 Arkansas State Contract purchasing option. We quickly learned that the auto dealers specified in the Contract would not honor State Contract pricing and had limited or no inventory to offer, particularly for the vehicles we were sourcing. This resulted in cancelled orders and led our staff to multiple formal bid attempts, which all failed. In the interim, several staff routinely contacted dealerships throughout the region for any updates on inventory or order possibilities that existed and would match our specifications. To date, this has resulted in one truck that was an approximate match and subsequent purchase direct from a regional dealership. Presently, State Contract dealers are offering a limited window determined by the manufacturers, to order certain vehicles from the 2023 Arkansas State Contract.

The 2023 State Contract pricing and overall vehicle market has significantly increased in costs since these trucks were originally budgeted. Vehicle dealers concur that vehicle availability and related pricing will not ease for two more years.

We expect the new vehicles to have a reasonable life expectancy of over 10 years. As our team grows and we add property and amenities, and the fact that besides our staff, our vehicles are at the core of our success, replacing and adding new vehicles is critical to our operation.

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

**A RESOLUTION AMENDING THE 2022 BUDGET; APPROPRIATING ONE HUNDRED ONE THOUSAND EIGHT HUNDRED SEVENTY-TWO DOLLARS (\$101,872.00) FROM GENERAL FUND BALANCE INTO ACCOUNT #105030-47420 - VEHICLES, TO REFLECT THE VARIANCE BETWEEN THE BUDGETED AMOUNT AND ACTUAL COST OF SIX (6) FORD F-350 TRUCK FOR PARKS MAINTENANCE; AND FOR OTHER PURPOSES.**

**WHEREAS**, Parks and Recreation budgeted for six (6) Ford F-350 trucks in the 2022 budget; and

**WHEREAS**, the trucks are now available at the current 2023 Arkansas State Contract vehicle purchase pricing, which is higher than the amount originally budgeted.

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

Section 1: The 2022 Budget is amended to appropriate monies from general fund balance as shown below:

| Org (Department) | Object | Account Description        | Revenue + ( - ) | Expense + ( - ) |
|------------------|--------|----------------------------|-----------------|-----------------|
| 105030           | 47420  | Vehicles                   |                 | \$ 101,872.00   |
|                  |        |                            |                 |                 |
|                  |        |                            |                 |                 |
|                  |        |                            |                 |                 |
|                  |        |                            |                 |                 |
|                  |        |                            |                 |                 |
|                  |        | Totals                     | \$ -            | \$ 101,872.00   |
|                  |        | Net Impact on Fund Balance | \$ (101,872.00) |                 |

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

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

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

**APPROVED:**

\_\_\_\_\_  
**STEPHANIE ORMAN, Mayor**

**Attest:**

\_\_\_\_\_  
**KIRBY ROMINES, City Clerk**



## Agenda Item Form

|                              |                                 |
|------------------------------|---------------------------------|
| Date of City Council Meeting | 12/13/2022                      |
| Department                   | Parks and Recreation Department |
| Submitted by                 | Wade Tomlinson                  |
| Phone                        | (479) 271-3392                  |

|                                                                                                                                                                                                                                                                                            |                                                  |                                        |                                    |                                                |                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|----------------------------------------|------------------------------------|------------------------------------------------|------------------------------------|
| Item Type: (Check Applicable Item Type)                                                                                                                                                                                                                                                    |                                                  |                                        |                                    |                                                |                                    |
| <input checked="" type="checkbox"/> Budget Adjustment                                                                                                                                                                                                                                      | <input checked="" type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| Recommendation/Suggested Action (Enter recommendation in space below):                                                                                                                                                                                                                     |                                                  |                                        |                                    |                                                |                                    |
| Resolution allowing the Mayor and City Clerk to enter into an amended GMP agreement with Flintco, Inc. for Creekside Park, for Change Order #3, and approve a Budget Adjustment for the purchase and installation of new box culverts. The cost of this change order will be \$290,811.00. |                                                  |                                        |                                    |                                                |                                    |

|                                                                                                                |                                                                     |
|----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Estimated Cost                                                                                                 | \$290,811                                                           |
| Is this Item Budgeted?                                                                                         | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If no, please explain how item will be funded (briefly explain in space below) :                               |                                                                     |
| The Change Order will be funded by a \$147,168.00 payment from CEI and a \$143,643.00 use of Parks Impact Fees |                                                                     |





## Budget Adjustment Request

|                              |                      |
|------------------------------|----------------------|
| Date of City Council Meeting | 12/13/2022           |
| Department                   | Parks and Recreation |
| Submitted by                 | Wade Tomlinson       |
| Phone                        | (479) 271-3392       |

|                                                                                                                                                                                                                                                                                             |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Purpose of Budget Adjustment (Enter purpose in space below):                                                                                                                                                                                                                                |  |
| Budget Adjustment and Change Order #3 to the contract with Flintco, Inc. for the purchase and installation of new box culverts. The cost of this change order is \$290,811. The Change Order will be funded by a \$147,168.00 payment from CEI and a \$143,643.00 use of Parks Impact Fees. |  |

| General Ledger Account Information*                                                           |        |                              |                 |                 |
|-----------------------------------------------------------------------------------------------|--------|------------------------------|-----------------|-----------------|
| Org (Department)                                                                              | Object | Account Description          | Revenue + ( - ) | Expense + ( - ) |
| 255020                                                                                        | 49110  | Transfer Out-General         |                 | \$ 143,643.00   |
| 105030                                                                                        | 39192  | Transfer In-Impact/Capacity  | \$ 143,643.00   |                 |
| 105030                                                                                        | 37520  | Miscellaneous Income         | \$ 147,168.00   |                 |
| 105030                                                                                        | 47390  | Improv Other than Bldg/Other |                 | \$ 290,811.00   |
|                                                                                               |        |                              |                 |                 |
|                                                                                               |        |                              |                 |                 |
|                                                                                               |        | Totals                       | \$ 290,811.00   | \$ 434,454.00   |
|                                                                                               |        | Net Impact on Fund Balance   | \$ (143,643.00) |                 |
| *Final Account Number will be determined by Accounting Department after approval and purchase |        |                              |                 |                 |



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PLEASE RECYCLE





# Memo

To: City Council, Mayor Orman  
From: Wade Tomlinson, Parks Planner  
Thru: David Wright, Parks and Recreation Director  
Date: December 13, 2022  
Re: Budget Adjustment and Change Order #3 for Creekside Park Drainage Boxes

---

The Bentonville Parks and Recreation Department is requesting City Council's approval to amend the GMP agreement with Flintco for Change Order #3 with Budget Adjustment for the purchase and installation of new box culverts at Creekside Park. Additional funding for this service will come from the park impact fees using a budget adjustment. The cost of this change order will be \$290,811.00.

On November 3, 2022 the Bentonville Parks and Recreation Department learned that 28 box culverts ordered for the project were too small to use. This issue was caused by the effect of a rare error in the data provided by the project Surveyor, CEI Engineering.

Because the box culverts are too small, they cannot be used for this project. Instead, new properly sized box culverts must be ordered, or site constructed. The change order is to pay for the cost of the new boxes. Once ordered or site constructed, the time required to have functional new box culverts is approximately 3 months.

CEI has pledged to issue payment to the City in the amount of \$147,168.00 to help resolve this unfortunate issue by agreeing to purchase and remove or find a buyer for the 28-existing approximately 6'Lx12'Wx6'H box culverts that are on site as soon as possible.

The value of the new procurement of the larger box culverts including contractor general conditions is \$290,811.00; the difference of \$143,643.00 between the amount of the CO and the amount CEI's payment is for the additional work to install 7' box culverts instead of 6' box culverts, an amount which would have been an original cost to the City if included in the original construction contract. (Change Order #1 was in the Flintco Contract for Bright Road. That cost is not part of the park construction contract.)

| Funding Sources                         |                        |
|-----------------------------------------|------------------------|
| Parks Impact Fees:                      | \$ 6,470,870.00        |
| WFF Grant Award - 28th Street Park:     | \$ 1,400,000.00        |
| WFF Grant Award - Pickle Ball Courts:   | \$ 261,000.00          |
| CEI Reimbursement (CO#3):               | \$ 147,168.00          |
| Contract Amount                         |                        |
| Original Contract Value:                | \$ 7,353,275.00        |
| Change Order No. 2 (Pickleball Courts): | \$ 634,952.00          |
| Change Order No. 3 (Box Culverts):      | \$ 290,811.00          |
| <b>Total Contract Amount:</b>           | <b>\$ 8,279,038.00</b> |

If you have any questions regarding this item, please let me know. Please call me at 271-3392 or email [wtomlinson@bentonvillear.com](mailto:wtomlinson@bentonvillear.com).

Attachment: Exhibit Photos of the existing box culverts





Exhibit Photo: Sample existing box culverts



Exhibit Photo: Sample existing box culverts



## Owner Change Order

Change Order Number: 003

City of Bentonville - New 28th Street Park

SW 28th St

Bentonville, Arkansas 72712

Flintco LLC (40-000)

Project # 21111-010

Date: 11/30/2022

**To Owner:**

City of Bentonville

305 SE A Street

Bentonville, Arkansas 72712

Contract Number: 1

Contract Date:

The Contract is hereby revised by the following items:

**Details**

The existing box culverts on 28th street are actually 12' wide by 7' tall, versus the 12' wide by 6' tall dimensions shown on the contract drawings. This change order covers the cost of procuring and unloading 12'x7' box culverts, the additional grading that will have to be re-done due to erosion since that area was prepped to install the 12'x6' culverts, and the additional concrete work on the headwalls and wingwalls to increase them to 7' tall.

**PCO #019 - Procure 12'x7' Box Culverts for 28th St Widening & Trail**

| CE # | Detail Description                                                                                                                                                                                                                                     | Amount              |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| 040  | Procure and unload 12'x7' box culverts to replace the 12'x6' culverts shown in the plans, re-grade the area the box culverts will be installed due to stream erosion, and additional concrete work to increase the headwalls and wingwalls to 7' tall. | \$245,868.80        |
| 040  | Add general conditions for the additional time required to install the 12'x7' box culverts at a later date after they have been fabricated.                                                                                                            | \$20,000.00         |
|      | General Liability Insurance:                                                                                                                                                                                                                           | \$1,861.08          |
|      | Builders Risk Insurance:                                                                                                                                                                                                                               | \$481.91            |
|      | Subcontractor Default Insurance:                                                                                                                                                                                                                       | \$4,023.18          |
|      | General Contractor Bond:                                                                                                                                                                                                                               | \$2,115.27          |
|      | CM Fee:                                                                                                                                                                                                                                                | \$16,460.76         |
|      | <b>PCO Total:</b>                                                                                                                                                                                                                                      | <b>\$290,811.00</b> |

|                                                                                         |                       |
|-----------------------------------------------------------------------------------------|-----------------------|
| The original Contract Value                                                             | \$7,353,275.00        |
| Sum of changes by prior Prime Contract Change Orders                                    | \$634,952.00          |
| The Contract Value prior to this Prime Contract Change Order                            | \$7,988,227.00        |
| The Contract Value will be changed by this Prime Contract Change Order in the amount of | \$290,811.00          |
| The new Contract Value including this Prime Contract Change Order will be               | <b>\$8,279,038.00</b> |
| The Contract duration will be changed by                                                | 90 Calendar Days      |



**Flintco, LLC**

CONTRACTOR

184 E. Fantinel Blvd.  
Springdale, Arkansas 72762

Address

By

SIGNATURE

DATE

**City of Bentonville**

OWNER

305 SE A Street  
Bentonville, Arkansas 72712

Address

By

SIGNATURE

DATE

**100% EMPLOYEE OWNED**

5184 North Oak | Springdale, AR 72764 | o 417-833-9915

## Change Order Proposal

Page 1 of 1

|                                                                                                                                                                                                                                                                                                                                                                      |                                                          |                                                                                                                                                                                       |                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <b>Attn: Caleb Posey</b>                                                                                                                                                                                                                                                                                                                                             |                                                          | <b>Change Order #</b>                                                                                                                                                                 |                     |
| Proposal Submitted To:                                                                                                                                                                                                                                                                                                                                               | Phone                                                    | Fax                                                                                                                                                                                   | Other               |
| <b>Flintco</b>                                                                                                                                                                                                                                                                                                                                                       | (479) 750-4565                                           |                                                                                                                                                                                       |                     |
| Street                                                                                                                                                                                                                                                                                                                                                               | Job Name                                                 |                                                                                                                                                                                       |                     |
| <b>184 Fantinel Dr.</b>                                                                                                                                                                                                                                                                                                                                              | <b>28th Street Park &amp; Bright Road</b>                |                                                                                                                                                                                       |                     |
| City, State, & Zip Code                                                                                                                                                                                                                                                                                                                                              | Job Location                                             |                                                                                                                                                                                       |                     |
| <b>Springdale, AR 72762</b>                                                                                                                                                                                                                                                                                                                                          | <b>Bentonville, AR</b>                                   |                                                                                                                                                                                       |                     |
| E-Mail                                                                                                                                                                                                                                                                                                                                                               | Architect / Engineer                                     | Date of Plans                                                                                                                                                                         | Addendums           |
| <a href="mailto:caleb.posey@flintco.com">caleb.posey@flintco.com</a>                                                                                                                                                                                                                                                                                                 | <b>EDG</b>                                               | 9/10/21                                                                                                                                                                               | <b>Acknowledged</b> |
| <b>WORK TO INCLUDE:</b>                                                                                                                                                                                                                                                                                                                                              |                                                          |                                                                                                                                                                                       |                     |
| <b>LINE ITEM #</b>                                                                                                                                                                                                                                                                                                                                                   | <b>LINE ITEM DESCRIPTION</b>                             |                                                                                                                                                                                       |                     |
| <b>1</b>                                                                                                                                                                                                                                                                                                                                                             | <b>12x7 Box Culvert 1 LS \$ 245,868.80 \$ 245,868.80</b> |                                                                                                                                                                                       |                     |
| <ul style="list-style-type: none"><li>- 12' x 7' RCBC to Replace 12' x 6' from the Plans</li><li>- Additional Time to Unload New Boxes</li><li>- Additional Time to Form Additional Rebar and Concrete</li><li>- Re-Grading Culverts after Weathering</li><li>- Material Estimated Delivery Date in February</li><li>- 12' x 6' Culverts to Remain On-Site</li></ul> |                                                          |                                                                                                                                                                                       |                     |
| <b>Total:</b>                                                                                                                                                                                                                                                                                                                                                        |                                                          | <b>PROJECT TOTAL: \$245,868.80</b>                                                                                                                                                    |                     |
| <b>Estimator</b> Cody Vandegriffe C: (573) 881-7894 <a href="mailto:cody.vandegriffe@emerysapp.com">cody.vandegriffe@emerysapp.com</a>                                                                                                                                                                                                                               |                                                          |                                                                                                                                                                                       |                     |
| <b>Acceptance of Proposal</b>                                                                                                                                                                                                                                                                                                                                        |                                                          | The above prices, specifications, and conditions are satisfactory and are hereby accepted.<br>You are authorized to do the work as specified. Payment will be made as outlined above. |                     |
| <b>Authorized Signature</b>                                                                                                                                                                                                                                                                                                                                          |                                                          | <b>Date</b>                                                                                                                                                                           |                     |
| <b>ESS Final Acceptance of Proposal</b>                                                                                                                                                                                                                                                                                                                              |                                                          |                                                                                                                                                                                       |                     |
| <b>Signature</b>                                                                                                                                                                                                                                                                                                                                                     |                                                          | <b>Date</b>                                                                                                                                                                           |                     |

Owner Initials: \_\_\_\_\_

ESS Rep Initials: \_\_\_\_\_

ANALYSIS OF SUPPLEMENTAL AGREEMENT ITEM  
TO ACCOMPANY CHANGE ORDER NO. \_\_\_\_

Job No. 1521101 FAP No. \_\_\_\_\_ Date 11/14/2022

Job Name Bright Street & 28th Street Park Contractor Emery Sapp & Sons, Inc

Item Title 12x7 Box Culverts Quantity 1.00 LS  
(units)

| LABOR          | QUANTITY | RATE     | AMOUNT      |
|----------------|----------|----------|-------------|
| Superintendent | 15       | \$ 80.00 | \$ 1,200.00 |
| Operator       | 10       | \$ 65.00 | \$ 650.00   |
| Laborer        | 10       | \$ 55.00 | \$ 550.00   |
|                |          |          | \$ -        |
|                |          |          | \$ -        |
|                |          |          | \$ -        |
|                |          |          | \$ -        |

TOTAL \$2,400.00

| MATERIALS         | QUANTITY | RATE        | AMOUNT        |
|-------------------|----------|-------------|---------------|
| 12x7 Box Culverts | 168      | \$ 1,149.75 | \$ 193,158.00 |
| 4000 PSI Concrete | 20       | \$ 126.00   | \$ 2,520.00   |
| #4 Rebar          | 3000     | \$ 0.90     | \$ 2,700.00   |

| Subcontract            | QUANTITY | RATE        | AMOUNT      |
|------------------------|----------|-------------|-------------|
| Concrete Structure Sub | 1        | \$ 3,500.00 | \$ 3,500.00 |
|                        |          |             | \$ -        |
|                        |          |             | \$ -        |

TOTAL \$201,878.00

| EQUIPMENT    | QUANTITY | RATE      | AMOUNT      |
|--------------|----------|-----------|-------------|
| Crane        | 10       | \$ 591.30 | \$ 5,913.00 |
| Extra Weight | 2        | \$ 547.50 | \$ 1,095.00 |
| Permit       | 1        | \$ 136.88 | \$ 136.88   |
| Rigger       | 10       | \$ 71.18  | \$ 711.80   |
| Overtime     | 6        | \$ 27.38  | \$ 164.28   |
| D6 Dozer     | 10       | \$ 150.00 | \$ 1,500.00 |
|              |          |           | \$ -        |

TOTAL \$9,520.96

## SUMMARY

LABOR \$ 2,400.00

PLUS \$ - (20% on labor)

TAXES/INS. \$ - (30% labor burden)

MATERIALS \$ 201,878.00

PLUS \$ -

EQUIPMENT \$ 9,520.96

\$213,798.96

SUB (TOTAL)

PLUS \$32,069.84 (15% - ESS)

\$245,868.80

(TOTAL)

/

1  
(QUANTITY)

=

\$ 245,868.80  
(UNIT PRICE)

SIGNATURE

Emery Sapp & Sons, Inc.  
COMPANY

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

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED AGREEMENT FOR A CHANGE ORDER WITH FLINTCO, INC., FOR THE CREEKSIDE PARK PROJECT; AMENDING THE 2022 BUDGET TO FUND SAID AMENDMENT; AND FOR OTHER PURPOSES.**

**WHEREAS**, an error in provided data caused the wrong sized box culverts to be ordered for this project;

**WHEREAS**, the correct box culverts need to be purchased and CEI Engineering has pledged to pay the City one hundred forty-seven thousand one hundred sixty-eight dollars (\$147,168.00) to help resolve this issue; and

**WHEREAS**, the remainder of the cost will be paid from parks impact fees.

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

Section 1: The Mayor and City Clerk are authorized to enter into an amended agreement with Flintco, Inc.;

Section 2: The City's 2022 budget is amended to recognize one hundred forty-seven thousand one hundred sixty-eight dollars (\$147,168.00) of revenue and to appropriate the below amounts as shown:

| General Ledger Account Information* |        |                              |                 |                 |
|-------------------------------------|--------|------------------------------|-----------------|-----------------|
| Org (Department)                    | Object | Account Description          | Revenue + ( - ) | Expense + ( - ) |
| 255020                              | 49110  | Transfer Out-General         |                 | \$ 143,643.00   |
| 105030                              | 39192  | Transfer In-Impact/Capacity  | \$ 143,643.00   |                 |
| 105030                              | 37520  | Miscellaneous Income         | \$ 147,168.00   |                 |
| 105030                              | 47390  | Improv Other than Bldg/Other |                 | \$ 290,811.00   |
|                                     |        |                              |                 |                 |
|                                     |        |                              |                 |                 |
|                                     |        | Totals                       | \$ 290,811.00   | \$ 434,454.00   |
|                                     |        | Net Impact on Fund Balance   | \$ (143,643.00) |                 |

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

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

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

**APPROVED:**

\_\_\_\_\_  
**STEPHANIE ORMAN, Mayor**

**Attest:**

\_\_\_\_\_  
**KIRBY ROMINES, City Clerk**



## Agenda Item Form

|                              |                                 |
|------------------------------|---------------------------------|
| Date of City Council Meeting | 12/13/2022                      |
| Department                   | Parks and Recreation Department |
| Submitted by                 | Wade Tomlinson                  |
| Phone                        | (479) 271-3392                  |

|                                                                                                                                                                                                                                                           |                                                  |                                        |                                    |                                                |                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|----------------------------------------|------------------------------------|------------------------------------------------|------------------------------------|
| <b>Item Type: (Check Applicable Item Type)</b>                                                                                                                                                                                                            |                                                  |                                        |                                    |                                                |                                    |
| <input checked="" type="checkbox"/> Budget Adjustment                                                                                                                                                                                                     | <input checked="" type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| <b>Recommendation/Suggested Action (Enter recommendation in space below):</b>                                                                                                                                                                             |                                                  |                                        |                                    |                                                |                                    |
| Resolution authorizing the Mayor and City Clerk to enter into an amended GMP agreement with Flintco Inc., for Change Order #2, and approve a Budget Adjustment in the amount of \$634,952.00 for the construction of Pickleball Courts at Creekside Park. |                                                  |                                        |                                    |                                                |                                    |

|                                                                                                            |                                                                     |
|------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Estimated Cost                                                                                             | \$634,952                                                           |
| Is this Item Budgeted?                                                                                     | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <b>If no, please explain how item will be funded (briefly explain in space below) :</b>                    |                                                                     |
| Contract Change Order will be funded by a \$261,000.00 WFF Grant and \$373,952.00 use of Parks Impact Fees |                                                                     |





## Budget Adjustment Request

|                              |                      |
|------------------------------|----------------------|
| Date of City Council Meeting | 12/13/2022           |
| Department                   | Parks and Recreation |
| Submitted by                 | Wade Tomlinson       |
| Phone                        | (479) 271-3392       |

|                                                                                                                                                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Purpose of Budget Adjustment (Enter purpose in space below):                                                                                                                    |
| Budget Adjustment and Change Order #2 to the contract with Flintco, Inc. for the purchase and installation of pickleball courts. The cost of this change order is \$634,952.00. |

| General Ledger Account Information* |        |                              |                 |                 |
|-------------------------------------|--------|------------------------------|-----------------|-----------------|
| Org (Department)                    | Object | Account Description          | Revenue + ( - ) | Expense + ( - ) |
| 255020                              | 49110  | Transfer Out-General         |                 | \$ 373,952.00   |
| 105030                              | 39192  | Transfer In-Impact/Capactiy  | \$ 373,952.00   |                 |
| 105030                              | 33810  | Local Grant                  | \$ 261,000.00   |                 |
| 105030                              | 47390  | Improv Other than Bldg/Other |                 | \$ 634,952.00   |
|                                     |        |                              |                 |                 |
|                                     |        |                              |                 |                 |
|                                     |        | Totals                       | \$ 634,952.00   | \$ 1,008,904.00 |
|                                     |        | Net Impact on Fund Balance   | \$ (373,952.00) |                 |

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



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

PLEASE RECYCLE



# Memo



To: City Council, Mayor Orman  
From: J. Wade Tomlinson, Parks Planner  
Thru: David Wright, Parks and Recreation Director  
Date: December 13, 2022  
Re: City Council approval of a resolution authorizing the Mayor to amend the GMP agreement with Flintco for Change Order #2 with Budget Adjustment for the construction of Pickleball Courts at Creekside Park.

The Bentonville Parks and Recreation Department is requesting City Council's approval to amend the GMP agreement with Flintco for Change Order #2 with Budget Adjustment for the construction of Pickleball Courts at Creekside Park. Additional funding for this service will come from the park impact fees using a budget adjustment.

Construction of Creekside Park is underway. The Park is expected to be open to the public by the spring of 2023. The bid plans did not include pickleball courts. However, since construction started there has been an increase in public demand for access to the sport driving the need for new outdoor pickleball courts. It was determined that placing eight courts at Creekside Park was a good option because of available space and accessibility. We also learned that since the Flintco was already on site the construction costs would be substantially less expensive than building courts elsewhere under a separate contract and contractor mobilization.

On November 8, 2022 City Council approved a contract extension with the designer to design new pickleball courts. Those plans are complete which allowed Flintco to price the construction phase.

The request of city council is to increase Flintco's contract by adding \$634,952.00 for Change Order #2. (Change Order #1 was in the Flintco Contract for Bright Road. That cost is not part of the park construction contract.)

| Funding Sources                         |                        |
|-----------------------------------------|------------------------|
| Parks Impact Fees:                      | \$ 6,470,870.00        |
| WFF Grant Award - 28th Street Park:     | \$ 1,400,000.00        |
| WFF Grant Award - Pickle Ball Courts:   | \$ 261,000.00          |
| CEI Reimbursement (CO#3):               | \$ 147,168.00          |
| Contract Amount                         |                        |
| Original Contract Value:                | \$ 7,353,275.00        |
| Change Order No. 2 (Pickleball Courts): | \$ 634,952.00          |
| Change Order No. 3 (Box Culverts):      | \$ 290,811.00          |
| <b>Total Contract Amount:</b>           | <b>\$ 8,279,038.00</b> |

If you have any questions regarding this item, please let me know. Please call me at 271-3392 or email [wtomlinson@bentonvillear.com](mailto:wtomlinson@bentonvillear.com).





## Owner Change Order

Change Order Number: 002

City of Bentonville - New 28th Street Park  
SW 28th St  
Bentonville, Arkansas 72712

Flintco LLC (40-000)  
Project # 21111-010

Date: 11/30/2022

To Owner:  
City of Bentonville  
305 SE A Street  
Bentonville, Arkansas 72712

Contract Number: 1  
Contract Date:

The Contract is hereby revised by the following items:

### Details

Add pickleball courts at Creekside Park per ASI #17. Includes earthwork, drainage, site concrete, post-tension pickleball court system with surfacing, striping, and nets, lighting and new primary power feeder, and fencing.

### PCO #017 - Add Pickleball Courts

| CE # | Detail Description                                                                                                                                                                                        | Amount              |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| 039  | Added Earthwork, drainage, and concrete retaining wall for pickleball courts.                                                                                                                             | \$119,482.00        |
| 039  | Construct eight (8) pickleball courts, consisting of two (2) post-tension slabs, 138.25' x 66' x 5" thick, including base course, post-tension system, concrete placement, surfacing, striping, and nets. | \$227,100.00        |
| 039  | Added vinyl coated fencing for pickleball courts.                                                                                                                                                         | \$35,000.00         |
| 039  | Added Musco light system with new L5 panel and feeder for pickleball courts, re-install L4 panel feeder conduit after earthwork for pickleball courts is complete.                                        | \$163,500.00        |
| 039  | Re-route waterline around revised detention pond due to added pickleball courts.                                                                                                                          | \$6,512.07          |
| 039  | Added site concrete with pickleball courts.                                                                                                                                                               | \$17,500.00         |
| 039  | Add Owner's Contingency (2% of total after bonds, insurance, and fee) to pickleball work.                                                                                                                 | \$12,450.00         |
|      | General Liability Insurance:                                                                                                                                                                              | \$3,983.66          |
|      | Builders Risk Insurance:                                                                                                                                                                                  | \$1,031.54          |
|      | Subcontractor Default Insurance:                                                                                                                                                                          | \$8,611.64          |
|      | General Contractor Bond:                                                                                                                                                                                  | \$4,545.22          |
|      | CM Fee:                                                                                                                                                                                                   | \$35,235.87         |
|      | <b>PCO Total:</b>                                                                                                                                                                                         | <b>\$634,952.00</b> |

|                                                                                         |                       |
|-----------------------------------------------------------------------------------------|-----------------------|
| The original Contract Value                                                             | \$7,353,275.00        |
| Sum of changes by prior Prime Contract Change Orders                                    | \$0.00                |
| The Contract Value prior to this Prime Contract Change Order                            | \$7,353,275.00        |
| The Contract Value will be changed by this Prime Contract Change Order in the amount of | \$634,952.00          |
| The new Contract Value including this Prime Contract Change Order will be               | <b>\$7,988,227.00</b> |
| The Contract duration will be changed by                                                |                       |

**Flintco, LLC**

CONTRACTOR

184 E. Fantinel Blvd.  
Springdale, Arkansas 72762

Address

By

SIGNATURE

DATE

**City of Bentonville**

OWNER

305 SE A Street  
Bentonville, Arkansas 72712

Address

By

SIGNATURE

DATE

# WALTON FAMILY FOUNDATION



[Date TBD]

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

RE: Grant 00108420

Dear Mayor Orman,

It is my pleasure to inform you that the Walton Family Foundation, Inc. ("Foundation" or "WFF") has approved a grant in the amount of \$261,000.00 to the City of Bentonville ("Grantee"). The project term will be January 1, 2023 to August 31, 2023. This grant is at the recommendation of Steuart Walton and Tom Walton and is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to assist in the construction of 8 pickleball courts and Bentonville Parks and Recreation facilities. 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.

**1. Amount: \$261,000.00 USD**

Grant payments will be made as follows:

| Installment | Amount       | Requirement                                                          | Date                         |
|-------------|--------------|----------------------------------------------------------------------|------------------------------|
| 1           | \$261,000.00 | Upon signature and return to the Foundation of this grant agreement. | On or about January 15, 2023 |

2. **Payable:** This grant payment 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.
3. **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.
4. **Reporting and Evaluation:** Grantee will provide the Foundation with a financial and narrative report by the due date listed in the report schedule below. The 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 Due Date    |
|--------------|--------------------|
| Final Report | September 15, 2023 |

The report 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](mailto:smartsimplehelp@wffmail.com). Please reference Grant 00108420 on all communication.

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

5. **Representations:** Grantee represents and warrants to the Foundation that:
- Grantee is an organization in good standing, is either an organization described in section 501(c)(3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.
  - In no event will Grantee use any grant funds:
    - to carry on propaganda, or otherwise to attempt, to influence legislation;
    - to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
    - to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.
  - Grantee will comply with all applicable laws and regulations.
  - Grantee does not support, directly or indirectly, terrorist activities or violence of any kind, and takes reasonable steps to ensure that:
    - Grantee's board, staff and volunteers have no dealings with, and do not support, terrorist activities or violence of any kind, and
    - grant funds will not ultimately be used to support terrorist activities or violence of any kind.
6. **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.

7. **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: 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.
  - 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.
8. **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.

9. **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.

10. **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.
11. **Contact:** For all communications regarding this grant, your points of contact will be Katie Parsons (phone 479-459-2216) or Rubicely Monter (phone 479-799-8356 or email rmonter@wppg.org). Please reference Grant 00108420 in your communication.

By electronically signing this grant 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 of this agreement is not completed by **[Date TBD]**, the Foundation will consider the Grantee to have declined the grant.

On behalf of the Foundation, I extend every good wish for the success of your organization's endeavors.

Sincerely,

Caryl M. Stern  
Executive Director

ACKNOWLEDGED AND AGREED

By: \_\_\_\_\_  
Mayor Stephanie Orman  
City of Bentonville

cc: David Wright

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

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AMENDED AGREEMENT WITH FLINTCO, INC., FOR PICKLEBALL COURTS AT CREEKSIDE PARK; AMENDING THE 2022 BUDGET TO FUND SAID AMENDMENT; AND FOR OTHER PURPOSES.**

**WHEREAS**, since construction started at Creekside Park, there has been an increase in public demand for access to pickleball courts;

**WHEREAS**, the City can add pickleball courts at Creekside Park for a reduced cost due to Flintco already being on site;

**WHEREAS**, the Parks and Recreation Department anticipates the receipt of a grant, in the amount of two hundred sixty-one thousand dollars (\$261,000.00), to help fund this project with the balance paid from park impact fees; and

**WHEREAS**, City Council approved the design contract for this project on November 11, 2022.

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

Section 1: The Mayor and City Clerk are authorized to enter into an amended agreement with Flintco Inc.;

Section 2: The City's 2022 budget is amended to recognize two hundred sixty-one thousand dollars (\$261,000.00) of grant revenue and to appropriate the below amounts as shown:

| General Ledger Account Information* |        |                              |                 |                 |
|-------------------------------------|--------|------------------------------|-----------------|-----------------|
| Org (Department)                    | Object | Account Description          | Revenue + ( - ) | Expense + ( - ) |
| 255020                              | 49110  | Transfer Out-General         |                 | \$ 373,952.00   |
| 105030                              | 39192  | Transfer In-Impact/Capactiv  | \$ 373,952.00   |                 |
| 105030                              | 33810  | Local Grant                  | \$ 261,000.00   |                 |
| 105030                              | 47390  | Improv Other than Bldg/Other |                 | \$ 634,952.00   |
|                                     |        |                              |                 |                 |
|                                     |        |                              |                 |                 |
|                                     |        | Totals                       | \$ 634,952.00   | \$ 1,008,904.00 |
|                                     |        | Net Impact on Fund Balance   | \$              | (373,952.00)    |

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



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

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

**APPROVED:**

\_\_\_\_\_  
**STEPHANIE ORMAN, Mayor**

**Attest:**

\_\_\_\_\_  
**KIRBY ROMINES, City Clerk**



## Agenda Item Form

|                              |               |
|------------------------------|---------------|
| Date of City Council Meeting | 12/13/2022    |
| Department                   | Planning      |
| Submitted by                 | Shelli Kerr   |
| Phone                        | (479)271-6822 |

|                                                                                                                                                               |                                       |                                                   |                                    |                                     |                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|---------------------------------------------------|------------------------------------|-------------------------------------|------------------------------------|
| Item Type: (Check Applicable Item Type)                                                                                                                       |                                       |                                                   |                                    |                                     |                                    |
| <input type="checkbox"/> Budget Adjustment                                                                                                                    | <input type="checkbox"/> Change Order | <input checked="" type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| Recommendation/Suggested Action (Enter recommendation in space below):                                                                                        |                                       |                                                   |                                    |                                     |                                    |
| A presentation from the Housing Affordability Work Group on recommendations to increase the availability of affordable and attainable housing in Bentonville. |                                       |                                                   |                                    |                                     |                                    |

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



## EXECUTIVE SUMMARY

The City of Bentonville continues to demonstrate its leadership in Northwest Arkansas by tackling one of the most pressing issues facing its workforce: Affordable Housing. The housing crisis is decades old, stemming from the region's explosive growth that began in the 1990s. But more recent developments—such as the impact of the COVID-19 pandemic on the local economy, interest rates being raised repeatedly by the Federal Reserve to curb inflation, and major employers like Walmart and Tyson Foods recruiting ever more new employees to the region or relocating existing ones to their home offices—have elevated the problem to historic heights. Recent analyses show that Fayetteville, AR (and, by extension, the rest of the region) is the most competitive small rental market in the United State<sup>1</sup> and that home prices in Northwest Arkansas are climbing faster than anywhere else in the country.<sup>2</sup>

Tasked with developing a plan to address this crisis, the Bentonville Affordable Housing Workgroup—comprising the official and unofficial membership of City staff, City Council members, local developers, City Planning Commissioners, social service providers, philanthropy, and Bentonville residents—set an aggressive timeline for completion, due to the urgency of the need. Over the course of 12 months, the workgroup has achieved its three primary goals:

1. Bringing clarity to what is really meant by “affordable housing”.
2. Building an extensive data set to both understand the current housing landscape and to unlock issues that will need to be addressed. These data include best practices from across the nation that the City can “adopt and adapt” to the unique characteristics of Bentonville.
3. Developing a City driven process—**Project ARROW**—with active management will achieve fast action, motivating developers to build the housing that is needed, generating wins for the City, our businesses, the developers, and, most importantly, the workforce of Bentonville.

This document serves as a **Final Report** of the findings and recommendations of the workgroup and as an **Implementation Guide** for the community in order to understand and drive forward solutions to the affordable housing crisis.

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<sup>1</sup> <https://www.rentcafe.com/blog/rental-market/market-snapshots/most-competitive-rental-markets-2022/>, August 8, 2022

<sup>2</sup> <https://www.nwaonline.com/news/2022/aug/28/home-prices-in-northwest-arkansas-climb-faster/>, August 28, 2022

# FINAL REPORT

## RECOMMENDATIONS RELATED TO AFFORDABLE HOUSING DEVELOPMENTS (PROJECT ARROW)

The primary recommendation of the Bentonville Affordable Housing Workgroup is to **adopt the Project ARROW approach to help the City of Bentonville meet its affordable housing goals**, as described in this document. The following are additional recommendations that support that objective:

- Create a tiered process that targets the majority of the Bentonville workforce that most struggle with finding and retaining housing within the city
- Establish and utilize developer incentives for affordable housing developments that meet pre-defined criteria, including income tier, proximity to existing infrastructure, and location within the City.
  - Establish by right density floors for each zoning district – [Tyler to reword]
    - Use density bonuses above floors
  - Offer additional density through the following:
    - Reductions in Minimum Required Parking (size and number of spaces)
    - Reduced Right-of-Way Widths
    - Narrowed Utility Easements
    - Increases in allowable height
    - Setback reductions
    - Reducing or eliminating land area per dwelling unit requirements
    - Landscaping (e.g. islands, buffers)
    - Alternative utility layouts to allow for a more compact development pattern.
  - Tiered use of Impact Fees
  - Consider the City's access to Government Funding (e.g. CDBG, or others funds)) in calculating incentives.
  - Land Lease/Donations, for major projects with commensurate return on investment
- Implement an expedited approval process for affordable housing projects that meet pre-defined criteria, including income tier, proximity to existing infrastructure, and location within the City.
  - A submittal schedule that establishes submittal and resubmittal deadlines from pre-application to pre-construction.
  - Affordable housing projects will have a designated "liaison" responsible for ensuring timely reviews, comment response, and resubmittals.
  - Affordable Housing Developments shall be exempt from Planning Commission approval.
  - Committed timelines for each step by ordinance
- Create and hire an Affordable Housing Manager position to facilitate and oversee the Project ARROW approach
  - Collect all relevant data to gauge the impact
    - "Building Metrics"
    - "People Metrics"
    - "Financial Metrics"
  - Adopt and publish a summary metrics "scorecard"
  - Revisit and revise the process on an annual basis to ensure effectiveness
- Build education & communication plan
- Form implementation committee

- Establish ordinances that codify all of the above
- Workgroup's final report and implementation plan will be delivered to city council a week prior to the last city council meeting in January and will be placed on the agenda for final approval in said meeting.

## RECOMMENDATIONS TO SUPPORT MARKET AFFORDABILITY

The barriers identified by the Affordable Housing Workgroup affect all projects under development within the City of Bentonville. Further, not all projects will choose to pursue the Project ARROW approach due to the tight timeframes and compliance measures, in spite of the benefits offered. Therefore, in addition to the recommendations pertaining to the Project ARROW approach, the Affordable Housing Workgroup recommends the following actions as a means to make housing more attainable:

- **Barrier #1:**  
Total Development and Cycle Times
  - Investigate and adopt an ordinance to allow vertical construction of homes sooner in the single-family construction process.
  - Consider the creation of administrative approval criteria for preliminary plats that meet pre-defined criteria.
  - Create an expedited small-scale development process.
  - Pursue local approvals on behalf of the Arkansas Department of Health.
- **Barrier #2:**  
Zoning Limiting Affordable Development
  - Amend the submittal requirements for PRDs and PUDs to be reflective of the requirements of the Zoning Code. Consider an affordability requirement for PRDs and PUDs.
  - Research, plan, and adopt overlay zones for areas in need of redevelopment. Consider adopting form-based codes and regulating plans in these areas in exchange for an affordability requirement.
  - Amend parking standards so that Downtown Neighborhood (DN) Districts have the same parking standards as the Central Residential (RC) Districts that they replaced.
  - Adopt administrative parking reduction standards for projects that meet the goals of adopted plans and ordinances.
  - Amend existing residential zoning districts to allow for a greater mix of housing types and site flexibility by defining and regulating cottage court, stacked duplex, triplex, fourplex, and live-work units.
  - Pursue a pattern zoning plan for downtown infill areas and consider expanding to PRDs and other areas where Traditional Neighborhood Development is desired.
  - In areas, where denser, affordable development is desired or allowed by the zoning code, consider revised public and private utility layouts and shortened block lengths.
  - Adopt regulations to establish regulations for housing to be used as short-term rentals.

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

**A RESOLUTION RECOGNIZING THE FINDINGS AND RECOMMENDATIONS OF THE HOUSING AFFORDABILITY WORK GROUP; AFFIRMING THE CITY'S COMMITMENT TOWARDS FINDING AND IMPLEMENTING ATTAINABLE HOUSING SOLUTIONS; AND FOR OTHER PURPOSES.**

**WHEREAS**, access to quality, attainable housing is a fundamental pillar of a healthy and thriving community;

**WHEREAS**, in 2021, the City of Bentonville established the Housing Affordability Work Group to study and make recommendations to improve the supply of and access to affordable, attainable housing;

**WHEREAS**, City Council values the work of the Housing Affordability Work Group and commits to furthering its work into tangible policy and practice changes of the City.

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

Section 1: The City Council pledges to create an environment, through policy, practice, and Ordinance revision, where developers will build affordably priced housing in areas having convenient access to jobs, services, and amenities that promote a variety of transportation options, ensuring attainability for its target population while also benefiting the City, citizens, developers, and businesses;

Section 2: The City Council affirms the definition of affordable housing as defined by the Housing Affordability Work Group and the U.S. Department of Housing and Urban Development (HUD) as a dwelling unit that a family or household can obtain – whether through rent, purchase, or other means – that costs 30 percent or less of the household's income;

Section 3: The "ARROW" approach should be utilized to create deliverables under the guidance of the Housing Affordability Work Groups final report, with a goal for the first pilot project in 2023;

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

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

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

**APPROVED:**

**Attest:**

\_\_\_\_\_  
**STEPHANIE ORMAN, Mayor**

\_\_\_\_\_  
**KIRBY ROMINES, City Clerk**



## Agenda Item Form

|                              |                |
|------------------------------|----------------|
| Date of City Council Meeting | 12/13/2022     |
| Department                   | Legal          |
| Submitted by                 | Bonnie Bridges |
| Phone                        | (479) 254-2036 |

|                                                                                                                                                                                                        |                                       |                                        |                                    |                                                |                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|------------------------------------|------------------------------------------------|------------------------------------|
| Item Type: (Check Applicable Item Type)                                                                                                                                                                |                                       |                                        |                                    |                                                |                                    |
| <input type="checkbox"/> Budget Adjustment                                                                                                                                                             | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| Recommendation/Suggested Action (Enter recommendation in space below):                                                                                                                                 |                                       |                                        |                                    |                                                |                                    |
| Resolution to complete the settlement of the City's declaratory judgment case against Cooper Realty Investments, Inc. pursuant to the terms contained within the attached Consent Decree and Exhibits. |                                       |                                        |                                    |                                                |                                    |

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



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

**A RESOLUTION APPROVING THE SETTLEMENT OF  
CASE NUMBER 04CV-19-1031; AND FOR OTHER  
PURPOSES.**

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

Section 1: The Mayor is authorized to complete the settlement of the City's declaratory judgment case against Cooper Realty Investments, Inc. pursuant to the terms contained within the attached Consent Decree and exhibits;

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

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

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

APPROVED:

\_\_\_\_\_  
STEPHANIE ORMAN, Mayor

Attest:

\_\_\_\_\_  
KIRBY ROMINES, City Clerk



IN THE CIRCUIT COURT OF BENTON COUNTY, ARKANSAS  
CIVIL DIVISION

|                                  |   |              |
|----------------------------------|---|--------------|
| City OF BENTONVILLE, ARKANSAS    | ) |              |
|                                  | ) |              |
| PLAINTIFF,                       | ) | CASE NUMBER: |
|                                  | ) | 04CV-19-1031 |
|                                  | ) |              |
| VS.                              | ) |              |
|                                  | ) |              |
| COOPER REALTY INVESTMENTS, INC., | ) |              |
| an Arkansas corporation, and     | ) |              |
|                                  | ) |              |
|                                  | ) |              |
| DEFENDANTS.                      | ) |              |

**CONSENT DECREE**

WHEREAS, many years ago predecessors and/or affiliates of Cooper Realty Investments Inc., an Arkansas corporation (Cooper) acquired certain real property in Benton County, Arkansas and developed such property into residential lots, commercial properties and unimproved real properties; and

WHEREAS, Cooper, or its predecessors, as part of such development, caused to be constructed a dam (Dam) on Little Sugar Creek which created Lake Bella Vista (Lake) in Benton County, Arkansas around which Cooper developed residential lots sold to the public in Cooper's the operation of Cooper's normal and customary business, utilizing the Lake and surrounding property as an amenity available to purchasers of such lots; and

WHEREAS, for many years Cooper maintained such property in good condition and repair, consistently maintaining the Dam and Lake, effecting repairs when needed and;

WHEREAS, Cooper decided to make certain real properties located in Benton County and contiguous to, containing and surrounding the Lake available to the public for general recreational use; and

WHEREAS, to effect such purpose on February 10, 2000 Cooper conveyed, without compensation and as a gift, eighty-nine (89) acres (Park Property) in Benton County to Bentonville/Bella Vista Trail Blazers Association, Inc. an Arkansas nonprofit corporation (Trailblazers) for public use; and

WHEREAS, after accepting such conveyance Trailblazers subsequently concluded that Trailblazers lacked sufficient resources on an ongoing basis to maintain the Park Property, including the Dam; and

WHEREAS, on November 1, 2006, Trailblazers conveyed the Park Property, including the Lake and Dam, to the City of Bentonville, Arkansas (City) via Special Warranty Deed; and

WHEREAS, as part of such conveyance Terry Coberly, Mayor of Bentonville, and representatives of Trailblazers executed a Conveyance Agreement effective July 1, 2005 (Conveyance Agreement); and

WHEREAS, relevant portions of the Conveyance Agreement require City, among other things, to maintain and keep the Dam in good condition and repair; and

WHEREAS, following such conveyance, City continually and consistently maintained the Dam, Lake and the other Park Property as a park, making all such available for its citizens' use; and

WHEREAS, throughout 2008-2011 and in subsequent years a series of heavy rain events resulted in flooding causing material damage to the Dam; and

WHEREAS, City filed a complaint for declaratory judgment on May 2, 2019 against Cooper and Trailblazers seeking a declaration that various documents relating to the Park Property, including the Dam and Lake, “do not limit it from not rebuilding the damaged dam and in fact do not limit it from completely removing the damaged dam, allowing Little Sugar Creek to run as a natural stream”; and

WHEREAS, on June 24, 2020, Trailblazers assigned all of its rights, titles and interest in the Conveyance Agreement and the Special Warranty Deed to Cooper, thereby making City and Cooper (collectively, the Parties) the only parties to this action; and

WHEREAS, on October 6, 2022 the Parties commenced mediation with mediator Russell Atchley which resulted in the Parties’ entering into a settlement agreement on October 27, 2022 (Settlement Agreement) which Settlement Agreement, among other things, required the Parties to enter into a consent decree in this cause; and

WHEREAS, the Settlement Agreement and the form of this Consent Decree were ratified and approved by the City Council of City of Bentonville in an open meeting of the Council on \_\_\_\_\_, 2022 pursuant to the Resolution of the City Council which is attached hereto as Exhibit A to this Consent Decree ; and

WHEREAS, the Parties hereby consent to entry of this Consent Decree without any further trial of any issue and without further adjudication or determination of any rights or liabilities of the Parties one to the other; and

WHEREAS, the Parties agree, and the Court by entering this Consent Decree finds, that this Consent Decree is fair, reasonable, and in the public interest and that entry of this Consent Decree without further litigation is the most appropriate means of resolving this matter; and

NOW, THEREFORE, without the Parties making any admission of fact or law or conceding any jurisdictional or other claims or defenses, and without findings regarding the merits of allegations presented in the pleadings; it is hereby ORDERED, ADJUDGED, AND AGREED by this Court as follows:

### **I. JURISDICTION**

1. This Court has jurisdiction over this action, the subject matter herein, and the Parties hereto.

### **II. APPLICABILITY**

2. Upon entry, the provisions of this Consent Decree shall apply to and be binding and enforceable upon the Parties, their successors and assigns, including, specifically and without limitation, being binding and enforceable upon City as the members of City's Council and employees, including elected employees and/or representatives, may change over subsequent years.

### **III. DEFINITIONS**

3. "City" means City of Bentonville, Arkansas, located in Benton County, Arkansas.

4. “Conceptual Drawings” means those drawings prepared by engineers engaged by City attached to this Consent Decree as Exhibit “B” showing Area A, and specifically including the Program describing other amenities. The Conceptual Drawings are intended to encompass development of the entirety of the 89 acre parcel of land gifted to City by Trailblazers on November 1, 2006, and previously by Cooper to Trailblazers.

5. “Conveyance Agreement” means that document attached hereto as Exhibit “C” to this Consent Decree.

6. “Cooper” means Cooper Realty Investments, Inc. an Arkansas corporation, or any successor entity possessing the rights and remedies of Cooper Realty Investments, Inc.

7. “Impound” means to hold back, hold or confine water.

8. “Dam” means that manmade structure located upon the approximately 89 acre tract of land described in Exhibit “D” to this Consent Decree intended to impound the combined waters of Little Sugar Creek and McKissick Creek that flow across the described property and created Lake Bella Vista.

9. “Regulatory Permits” means all permits required by any local, federal or state regulatory authority with jurisdiction over the waters of the state of Arkansas, including permits necessary for protection of down-stream property owners.

10. “Special Warranty Deed” means that Special Warranty Deed attached as Exhibit “E” to this Consent Decree.

11. “Spillways” or “Weirs” or “Interactive Riffle and Scour Pool Water Features” (which words may be used interchangeably) means manmade structures similar in appearance to those depicted on Exhibit “F” with all its sub-parts numbered 1-4, intended to impound sufficient water to create the pools of water shown as water feature areas on the Conceptual Drawings while at the same time allowing the waters of Little Sugar Creek to flow over the Spillways to follow the natural course of Little Sugar Creek consistent with the requirements of any Regulatory Permits.

12. “Water Feature Pools” means those pools of water shown on the Conceptual Drawings as the pools with an average water depth of no less than 24 to 30 inches in the center of the main channel of Little Sugar Creek main channel and Area A resulting from the placement of the “Spillway” or “Weirs” or “Interactive Riffle and Scour Pool Water Features” within the confines of the natural stream bed of Little Sugar Creek.

13. “Water Park” means that area of land, water, access areas and amenities depicted on Exhibit B to this Consent Decree which is intended to replace Lake Bella Vista.

#### **IV. TERMS OF AGREEMENT**

14. By entering into this Consent Decree the Parties agree to resolve, pursuant to the foregoing definitions and exhibits and the following terms and conditions, all disputes and disagreements between them over City’s obligations to repair, remediate and/or replace the Dam pursuant to the Conveyance Agreement effective July 1, 2005 and the Special Warranty Deed executed by Trailblazers to convey the Park Property to City, accepted by City on November 1, 2006.

15. The Parties acknowledge that as upstream development has increased flooding of both Little Sugar Creek and McKissick Creek has increased in frequency, duration and intensity.

16. The Parties agree that City may remove the Dam and that thus City is no longer required to maintain the Dam in good repair and condition; since, however, without the Dam there is no method available to City to stop flooding, the Parties agree that City shall, at City's cost and expense, transform the Park Property described in Exhibits "D" and "E," previously governed by the Conveyance Agreement attached as Exhibit "C," into an environmentally friendly, aesthetically pleasing, and financially sustainable public park space in accordance with and following in all material respects the Conceptual Drawings.

17. To effect such transformation City has appropriated and has on hand to be spent certain funds to commence the engineering, regulatory permitting, construction design processes and construction necessary to transform the Park Property at City's expense and in accordance with the Conceptual Drawings into a beautiful and passive recreation space to serve City residents for generations to come while recognizing and honoring the history of the Lake. This transformation is specifically intended to capitalize on the public's desire to interact with water flowing through the Park Property by creating safe and friendly access to such water, and the Parties further intend that City will develop the Park Property into a public space that can reopen within hours of water receding after a major weather event. As the Park Property is to be re-developed in accordance with the Conceptual Drawings, such re-developed property shall hereafter be referred to in this Consent Decree as the "Water Park."

18. City hereby agrees to construct and, once completed, thereafter maintain the Water Park in substantial compliance with the Conceptual Drawings attached to this Consent Decree as Exhibit "B" and further at all times in compliance with the terms and conditions of this Consent Decree.

19. City agrees to design, construct and maintain the Water Park so as to maintain an average water depth of no less than 24 to 30 inches in the center of the main channel of Little Sugar Creek at the locations immediately downstream of the weir structures shown on Exhibit "B" to this Consent Decree.

20. City agrees to design, construct and maintain the Water Park so as to maintain an average water depth of no less than 36 to 48 inches in the open water portions of the wetlands area east of Little Sugar Creek labeled Area A in Exhibit "B" to this Consent Decree. Both Parties agree, however, that the Water Park will be designed and built for the above water depths but know and acknowledge that seasonal weather variations may affect the water level averages in these areas from time to time.

21. Once completed, City agrees to maintain continually, at City's expense, the Water Park in good condition and repair, reasonable wear and tear excepted, for use by the public passive recreational purposes along with supportive activities.

22. City agrees to name the Water Park once construction is complete as "Lake Bella Vista Park" and agrees to relocate and maintain the various memorial benches currently located around Bella Vista Lake.



23. City hereby grants Cooper the right to erect a plaque, sign or other memorial item on the Park Property recognizing the Cooper family's gift of the property for the Park to the City for public use.

24. The Parties agree that in the future City is free to add any amenities to the Water Park City deems appropriate; City agrees, however, not to make any substantial changes to the Water Park as shown on the Conceptual Drawings (Exhibit "B" to this Consent Decree) for a period of 20 years from the date of substantial completion of the Water Park. In connection therewith, City agrees to notify Cooper in writing as to the date of such substantial completion.

25. The Parties enter into this Consent Decree agreeing: (i) to be bound by its terms and conditions, which have been approved by the City's council and which are enforceable by the Court; (ii) that this Consent Decree replaces the existing Conveyance Agreement and further replaces certain terms and conditions of the Special Warranty Deed not in compliance with the terms and conditions of this Consent Decree (*i.e.*, in the event of a conflict between the terms and conditions of this Consent Decree and the terms and conditions of such Special Warranty Deed, the terms and conditions of this Consent Decree shall govern and control); and (iii) that this Consent Decree governs the Parties' relationship moving forward as to all matters contained within this Consent Decree.

26. In addition to removal of the Dam, installation of the Spillways and creation of the Water Feature Pools described above, City agrees to include Lake Bella Vista Park, as shown on the Conceptual Drawings, in City's network of parks, to maintain the Park in an aesthetically pleasing manner and in good condition, including presenting spaces within Lake Bella Vista Park with walking and biking trails, manicured lawn greenspace,

access areas to the waterways and Water Feature Pools for easy access to all citizens, including access for those citizens needing Americans with Disabilities Act-compliant features.

27. The Parties agree that upon the entry of this Consent Decree City shall immediately proceed with final engineering design sufficient to seek all Regulatory Permits required to allow commence construction on the overall project by the first quarter of calendar year 2023. City further agrees to include the construction of the Lake Bella Vista Park, as shown on the Conceptual Drawings, in City's ten year master plan. City pledges, however, City's best efforts to complete the Lake Bella Vista Park improvements, as shown on the Conceptual Drawings, by the end of calendar year 2025, subject to Regulatory Permits.

## **V. DISPUTE RESOLUTION**

28. The dispute resolution procedures contained in this Article V shall be utilized by the Parties to resolve all disputes arising under this Consent Decree, including, but not limited to, any alleged breach of this Consent Decree, and utilization of such procedure shall be required before initiation of proceedings before this Court. By approval of this Consent Decree by the City's elected City Council, City hereby waives and relinquishes forever any claim of sovereign immunity if subsequent events lead to further mediation or litigation before this Court.

29. The dispute resolution procedure required by this Consent Decree shall be invoked by one Party's giving written notice to the other Party advising of a dispute pursuant to this Article within thirty (30) days of discovery of an area of dispute. The

notice shall describe the nature of the dispute in reasonable detail and shall state the noticing Party's position regarding such dispute. The Party receiving such a notice shall acknowledge receipt of the notice in writing, and the Parties shall expeditiously schedule a meeting or telephone conference to discuss the dispute informally not later than fourteen (14) days following the date of the notifying Party's such notice.

30. Disputes submitted to dispute resolution under this Article V shall, in the first instance, be the subject of informal negotiations among the Parties as set forth above. Such period of initial negotiations shall extend for thirty (30) calendar days from the date of the first meeting among the disputing Parties' representatives unless they agree in writing to shorten or extend this thirty (30) day period. During the initial negotiations period, the Parties if they so agree in writing may also submit their dispute to a mutually-agreed-upon alternative dispute resolution ("ADR") forum if such ADR activities can be completed within the 30-day informal negotiations period (or such longer period as the Parties may agree to in writing).

31. If the Parties are unable to resolve the dispute through the informal process described above, the disputing Party waives its rights to further dispute the issue unless it files a petition or other filing with the Court describing the dispute and serves it on the other Party within thirty (30) days after the informal resolution period ends. The other Party shall have thirty (30) days after receipt of the petition to file and serve a written response. The disputing Party will then have fifteen (15) days to file a reply.

32. As part of the resolution of any dispute under this Article V, in appropriate circumstances the Parties, by written agreement, or this Court by order, may extend or

modify the schedule for completion of activities required under this Consent Decree to account for any delay arising from dispute resolution.

33. The Parties' sole and exclusive remedy for breach of this Agreement shall be an action for specific performance, injunction, or return of the Park Property to Cooper or its successors-in-interest. In no event shall any Party be entitled to monetary damages for breach of this Agreement.

## **VI. NOTICES**

34. All notifications, communications or submissions made pursuant to this Article shall be sent to the persons (or their successors in office) signing this Consent Decree and the attorneys of record for each Party either by: (a) overnight mail or delivery service; (b) certified or registered mail, return receipt requested; or (c) electronic transmission, provided the receiving Party acknowledges receipt, and unless the recipient is not able to review the transmission in electronic form. All notifications, communications and transmissions: (i) sent by overnight, certified or registered mail shall be deemed submitted on the date they are postmarked; or (ii) sent by overnight delivery service shall be deemed submitted on the date they are delivered to the delivery service. All notifications, communications, and submissions made by electronic means shall be electronically signed and shall be deemed submitted on the date that sender receives written or electronic acknowledgment of receipt of such transmission.

35. Any Party may change either the notice recipient or the address for providing notices to such Party by serving the other Party with a written notice setting forth such new notice recipient or address.

## **VII. EFFECTIVE DATE**

36. The effective date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court. The Parties consent to entry of this Consent Decree without further notice.

## **VIII. RETENTION OF JURISDICTION**

37. The Court shall retain jurisdiction over Plaintiffs and Defendants and the subject matter of this Consent Decree after the Effective Date to enable Plaintiffs and Defendants to apply to the Court for such further orders, direction, or relief as may be necessary to implement, interpret, modify and enforce the terms and conditions of the Consent Decree, and to resolve disputes under Article V (Dispute Resolution) until termination of the Decree.

## **IX. MODIFICATION**

38. Except as provided in Paragraph 24, the terms of this Consent Decree may be modified only by a subsequent written agreement signed by the Parties and thereafter included in an order or decree of this Court. Where the modification constitutes a material change to any term of this Consent Decree, such modification shall be effective only upon approval by the Court.

## **X. SIGNATORIES AND SERVICE**

39. Each of the Parties represents and warrants to the other Party that the undersigned representative of such Party is fully authorized to enter into the terms and

conditions of this Consent Decree and to execute and legally bind the Party such representative represents to this Consent Decree.

40. This Consent Decree may be signed in counterparts, and such counterpart signature pages shall be given full force and effect.

#### **XI. FINAL JUDGMENT**

41. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment in the above-captioned matter.

IT IS SO ORDERED THIS \_\_\_\_\_ day of December, 2022.

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Hon. John R. Scott, Circuit Judge

Signature Page for Consent Decree  
For  
Plaintiff, City of Bentonville

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Stephanie Orman  
Mayor of City of Bentonville  
Pursuant to vote of City Council  
November \_\_\_\_, 2022

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Bonnie Bridges  
Attorney for City of Bentonville

Signature Page for Consent Decree  
For  
Defendant, Cooper Realty Investments, Inc.

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Kent Burger, President



ENLARGED PLAN



## PROGRAM

- 1 OPEN WATER WETLAND CHANNELS WITH LOWLAND MARSH ISLANDS
- 2 IMPROVED STREAM CHANNEL AND INTERACTIVE PLAY
- 3 RESTORED RIPARIAN WOODLAND
- 4 RUSH AND SEDGE MARSH
- 5 TURF GRASS
- 6 NATIVE STONE BEACH
- 7 NATIVE GRAVEL BAR WITH SYCAMORE TREES
- 8 INTERACTIVE RIFFLE AND SCOUR POOL WATER FEATURE
- 9 PARKING
- 10 NATIVE GRASS MEADOW
- 11 ECOLOGY EDUCATION TRAIL
- 12 BOARDWALK
- 13 DOG PARK WITH STREAM ACCESS
- 14 KAYAK LAUNCH - BLUEWAY TRAIL ACCESS
- 15 LEDGESTONE STREAM ACCESS
- 16 EXISTING TRAIL
- 17 WATER FEATURE ACCESS
- 18 PLAYGROUND



## CONVEYANCE AGREEMENT

THIS AGREEMENT for the conveyance of real property (the "Agreement") is entered into to be effective as of July 1, 2005 (the "Effective Date"), by and between **BENTONVILLE/BELLA VISTA TRAILBLAZER'S ASSOCIATION, INC.**, an Arkansas nonprofit corporation (hereinafter referred to as "Grantor"), and **THE CITY OF BENTONVILLE, ARKANSAS**, a municipal corporation, (hereinafter referred to as "Grantee")

### RECITALS

WHEREAS, Grantor is the owner of improved property used for public recreation, the "Property" (as defined below) located in Bella Vista Village, Arkansas

WHEREAS, Grantee desires to receive and Grantor is willing to convey the Property on the terms and conditions documented in this Agreement.

NOW, THEREFORE, in consideration of the respective representations, agreements, covenants and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee and Grantor agree as follows:

#### 1 Conditional Conveyance.

A. Real Property. Subject to the terms and conditions of this Agreement, Grantor shall sell to Grantee, and Grantee shall purchase from Grantor, the following real property situated in Benton County, Arkansas, hereinafter referred to as (the "Property") as more particularly described as follows:

See Exhibit "A"

(exact location, dimensions, acreage and legal description subject to final survey or other determinative information).

2. **Inspection Period.** Grantee's obligations hereunder are subject to (a) the inspection of the physical condition of the Property during the Inspection Period (as defined in Paragraph \_\_\_\_ hereof). During the Inspection Period, Grantee, Grantee's agents, contractors, subcontractors, and employees shall have the right to perform Inspection on the Property pursuant to the terms of this Paragraph 2 as follows:

A. Inspection of the Property. Grantee and Grantee's agents, contractors, subcontractors or employees, shall have the right until 5:00 p.m. on the last day of the Inspection Period in the event this Agreement is not terminated prior to the expiration of the Inspection Period, to enter upon the Property and to perform, at Grantee's expense, such economic, surveying, engineering, topographic, environmental, marketing, and other reasonable tests, studies and investigations as Grantee may deem appropriate (including, without limitation, investigations with regard to zoning, building codes and other governmental regulations, architectural inspections, engineering tests, soils, seismic and geologic reports and environmental testing) with respect to the Property as Grantee may elect to make or maintain. Furthermore, as a part of Grantee's inspections, Grantee shall be entitled to cause such engineering and environmental inspections to be conducted at the Property as Grantee may desire, including, without limitation, inspections or studies which may require the drilling of holes, the removal of small amounts of soil, and the conducting of air tests as Grantee may require.

Grantee shall determine in its sole discretion prior to the end of the Inspection Period whether it is willing to accept the conveyance of the Property.

During the Inspection Period, Grantee and its agents and consultants shall have access to the Property for the purpose of making such inspections, tests, and verifications as Grantee shall deem reasonably necessary.

(1) Notice of On-site Inspections. Grantee understands and agrees that any on-site inspections of the Property shall be conducted upon at least twenty-four (24) hours prior telephonic notice to Grantor or its designated representative, and if Grantor requests, in the presence of Grantor or its representative. All inspections shall occur at reasonable times agreed upon by Grantor and Grantee and shall be conducted so as not to unreasonably interfere with the use of the Property by Grantor.

(2) Termination by Grantee. If, as a result of Grantee's tests, studies and investigations, Grantee determines in its reasonable discretion that the results do not warrant the acquisition of the Property, then Grantee may elect to terminate this transaction. At any time prior to the expiration of the Inspection Period, Grantee shall be entitled to deliver to Grantor a written notice (a "Termination Notice") of its disapproval of the Property. In the event that Grantor receives a Termination Notice disapproving the Property before the expiration of the Inspection Period, this Agreement shall be deemed to have been terminated. In the event Grantee elects in writing, or is otherwise deemed to have elected to terminate this Agreement as aforesaid Grantee and Grantor shall be released from all further liability or obligation hereunder except those which expressly survive a termination of this Agreement. In the event that Grantor does

not receive such a Termination Notice before the expiration of the Inspection Period, this Agreement shall continue in full force and effect.

**3. Closing.** The Closing ("Closing") of the conveyance of the Property shall be consummated at the offices \_\_\_\_\_ with all deliveries required hereunder being made by mail or other method of delivery on or before 10:00 a.m. on the Closing Date, which shall be on or before \_\_\_\_\_, 2006.

A. Deliveries On or before 10:00 a.m. on the Closing Date, the parties shall deliver by mail or other method of delivery to \_\_\_\_\_ at [insert address] the following:

(1) By Grantor. Grantor shall deliver:

- (a) a duly executed and acknowledged original Special Warranty Deed (the "Deed") and Supplemental Declaration of Covenants and Restrictions

B. Closing Costs.

(1) Grantee shall pay:

- (a) the cost of recording the Deed, Supplemental Declaration of Covenants and Restrictions, and Survey;
- (b) the cost of all documentary stamps or conveyance/transfer taxes, if applicable, payable in connection with the recordation of the Deed(s) and transfer of title;
- (c) the cost of the escrow and closing arrangements

(2) Grantor shall pay:

- (a) the costs associated with document preparation

(3) Grantor and Grantee shall pay their respective:



- (a) legal fees and expenses (except as otherwise set forth above);
- (b) share of prorations (as provided below), and
- (c) The parties as is customary in the county in which the Property is located shall pay all other Closing costs not specifically allocated herein

C. Prorations.

(1) Items to be Prorated. The following shall be prorated between Grantor and Grantee as of the Closing Date or the date on which the Closing Payment is received by the Title Company (the "Settlement Date"):

- (a) All real estate taxes and assessments on the Property payable in respect to the current fiscal year of the applicable taxing authority in which the Closing Date occurs (the "Current Tax Year"). If the tax bills for the Current Tax Year have not been issued, such real estate taxes and assessments shall be prorated on a per diem basis based upon the most recent available tax bills. The prorations shall be based upon the number of days in the Current Tax Year prior to the Closing Date or the Settlement Date, as appropriate (which shall be allocated to Grantor) and the number of days in the Current Tax Year on and after the Closing Date or the Settlement Date, as appropriate (which shall be allocated to Grantee). Grantor shall be responsible for real estate taxes and assessments on the Property payable in respect to periods prior to the Current Tax Year. Upon the Closing Date or the Settlement Date, as appropriate and subject to the adjustment provided for above, Grantee shall be responsible for real estate taxes and assessments on the Property payable in respect to the Current Tax Year and all periods after the Current Tax Year. All prorations of real estate taxes and assessments shall be final at Closing.

(2) Items Not Prorated. Grantor and Grantee agree that (a) none of the insurance policies relating to the Property will be assigned to Grantee (and Grantor shall pay any cancellation fees resulting from the termination of such policies) and Grantee shall be responsible for arranging for its own insurance as of the Closing Date; (b) invoices for single instances that are nonroutine or nonrecurring in nature (i.e., specific repair invoices, maintenance charges) which relate to the performance of services on or

before the Closing Date shall be paid by Grantor. Accordingly, there shall be no prorations for insurance or utilities.

#### 4. Representations and Warranties

##### A. Grantor's Warranties and Representations:

Prior to the closing date, Grantee shall have made such examination of the Property and all other matters affecting or relating to the transactions contemplated hereunder as Grantee has deemed necessary. Moreover, Grantee shall not have been induced by and has not relied upon any written or oral representations, warranties or statements, whether express or implied, made by Grantor, any member, officer, director, manager, shareholder or partner of Grantor, or any agent, employee, or other representative of any of the foregoing or by any broker or any other person representing or purporting to represent Grantor, with respect to the Property, the Condition of the Property or any other matter affecting or relating to the transactions contemplated hereby, other than those expressly set forth in this Agreement. Grantee's obligations under this Agreement shall not be subject to any contingencies, diligence or conditions except as expressly set forth in this Agreement. Grantee acknowledges and agrees that, except as expressly set forth herein, Grantor makes no representations or warranties whatsoever, whether express or implied or arising by operation of law, with respect to the Property or the Condition of the Property. Grantee agrees that the Property will be conveyed to (and accepted by) Grantee at the Closing in the then existing condition of the Property, **AS IS, WHERE IS, WITH ALL FAULTS, AND WITHOUT ANY WRITTEN OR VERBAL REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW**, other than representations and warranties of Grantor expressly set forth in this Agreement. Without limiting the generality of the foregoing, except for the representations and warranties of Grantor contained in this Agreement, the transactions contemplated by this Agreement are without statutory, express or implied warranty, representation, agreement, statement or expression of opinion of or with respect to (A) the Condition of the Property or any aspect thereof, including, without limitation, any and all statutory, express or implied representations or warranties related to the suitability for habitation, merchantability, or fitness for a particular purpose, (B) the soil conditions, drainage, topographical features, flora, fauna, or other conditions of or which affect the Property, (C) any conditions at or which affect the Property with respect to a particular use, purpose, development, potential or otherwise, (D) areas, size, shape, configuration, location, access, capacity, quantity, quality, expenses, value, condition, accuracy, completeness, applicability, assignability, enforceability, exclusivity, usefulness, authenticity or amount, (E) any statutory, express or implied representations or warranties created by any affirmation of fact or promise, by any description of the Property or by operation of law, (F) any environmental, botanical, zoological, hydrological, geological, meteorological, structural, or other condition or hazard or the absence



thereof heretofore, now or hereafter affecting in any manner the Property and (G) all other statutory, express or implied representations or warranties by Grantor whatsoever. Grantee acknowledges that Grantee has knowledge and expertise in financial and business matters that enable Grantee to evaluate the merits and risks of the transactions contemplated by this Agreement.

For purposes of this Agreement, the term "Condition of the Property" means the following matters:

(a) Physical Condition of the Property:

The quality, nature and adequacy of the physical condition of the Property, including, without limitation sewage, and utility components and systems; the capacity or availability of sewer, water, or other utilities; the geology, flora, fauna, soils, subsurface conditions, groundwater, landscaping, and irrigation of or with respect to the Property, the location of the Property in or near any special taxing district, flood hazard zone, wetlands area, protected habitat, geological fault or subsidence zone, hazardous waste disposal or clean-up site, or other special area, the existence, location, or condition of ingress, egress, access, and parking; and the presence of any asbestos or other Hazardous Materials, dangerous, or toxic substance, material or waste in, on, under or about the Property and the improvements located thereon.

(b) Adequacy of the Property:

The economic feasibility and expenses of the Property, and habitability, merchantability, fitness, suitability and adequacy of the Property for any particular use or purpose.

(c) Legal Compliance of the Property:

The compliance or non-compliance of Grantor or the operation of the Property or any part thereof in accordance with, and the contents of, (i) all codes, laws, ordinances, regulations, agreements, licenses, permits, approvals and applications of or with any governmental authorities asserting jurisdiction over the Property, including, without limitation, those relating to zoning, building, public works, parking, fire and police access, handicap access, life safety, subdivision and subdivision sales, and Hazardous Materials, dangerous, and toxic substances, materials, conditions or waste, including, without limitation, the presence of Hazardous Materials in, on, under or about the Property that would cause state or federal agencies to order a clean up of the Property under any applicable legal requirements and (ii) all agreements, covenants, conditions, restrictions (public or private), development agreements, site plans, building permits, building rules, and other instruments and documents governing or affecting the use, management, and operation of the Property.

(d) Condition of Title:

The condition of title to the Property, including, without limitation, vesting, legal description, matters affecting title, title defects, liens, encumbrances, boundaries, encroachments, mineral rights, options, easements, and access; violations of restrictive covenants, zoning ordinances, setback lines, or development agreements; the availability, cost, and coverage of title insurance; leases, rental agreements, occupancy agreements, rights of parties in possession of, using, or occupying the Property; and standby fees, taxes, bonds and assessments.

**5. Use Restriction**

A. Passive Recreational Use And Facilities. Grantor and Grantee hereby agree that the Property shall be restricted for public passive recreational use and the construction and maintenance of passive recreational facilities ("Passive Recreational Facilities") as defined below and said Property is to be used for those purposes only as set forth under the terms and conditions of the Supplemental Declaration of Covenants and Restrictions. Passive Recreational Facilities are defined as a low-impact recreational facilities that are integrated into the natural landscape and consists primarily of open space that do not substantially change preconstruction grades or deviate from natural landscape contours. The primary function of Passive Recreational Facilities does not include the use of motor vehicles, buildings, or impervious surfaces. Examples of Passive Recreational Facilities that may be authorized by this Paragraph 5 include: hiking trails, bike paths, horse paths, fishing facilities, nature centers, and campgrounds (excluding trailer parks). Support facilities, such as maintenance and storage buildings, office buildings and stables that are directly related to the recreational activity shall constitute a Permitted Use. The construction or expansion of permanent playing fields (e.g., baseball or football fields), basketball and tennis courts, race tracks, stadiums, and arenas shall not be permitted. In the event said Property is used for any purpose other than those specifically set forth above then said Property together with all



improvements thereon shall revert to Grantor, its successors and assigns without payment or compensation of any kind. It is specifically agreed that this provision shall be included in the deed and survive closing.

**6. Review and Approval Regarding Construction of Improvements**

A. Review and Approval regarding Construction of Improvements and Site Plan. All construction, including sign provisions shall conform to the rules, regulations and building codes then in place regarding properties under the Declaration of Covenants and Restrictions of Bella Vista Village, Arkansas together with any Supplemental Declaration of Covenants and Restrictions and shall be subject to prior review and written approval by Grantor, which shall not be unreasonably withheld, and the Architectural Control Committee of Bella Vista Village. In addition, all proposed construction and remodeling shall be subject to prior written approval by Grantor, which shall not be unreasonably withheld. It is specifically agreed that this provision shall survive Closing.

B. Subdivision of Property. The Property shall not be subdivided without the express prior written consent of Grantor, its successors or assigns, together with the prior written consent of the Architectural Control Committee of Bella Vista Village. It is specifically agreed that this provision shall survive Closing.

C. Retaining Utility, Drainage, and Access Easements. All existing utility and drainage easements are hereby specifically retained and reserved by Grantor on, in, over and under all property subject to this Agreement. It is specifically agreed that this provision shall be included in the Deed, shall be considered an ongoing covenant, which shall run with the land and shall survive closing.

D. Seller's Retained Easements for BVPOA Utilities. Notwithstanding the foregoing, all existing water lines, fire hydrants and pumping facilities located on the Property shall remain the property of the Bella Vista Village Property Owners Association ("BVPOA") and shall not be deemed to be a part of the Property. Grantor hereby specifically retains for the exclusive use and benefit of BVPOA an easement of 3 ½ feet on each side of any now existing water lines on or under the Property and as to existing fire hydrants, Grantor specifically retains for the exclusive use and benefit of BVPOA an easement of 3 ½ feet on each side of said hydrants. Grantor further retains ingress and egress easement across the Property to maintain, service and replace said BVPOA utilities. It is specifically agreed that Grantee shall have no right, title or interest in or to said BVPOA utilities nor the water that they contain. Grantor and Grantee further agree that Grantee, its successors or assigns shall be permitted the use of these water lines or fire hydrants in accordance with the policies and procedures of the Bella Vista Property Owners Association. It is specifically agreed that this provision shall be included in the Deed, shall be considered an ongoing covenant, which shall run with the land and shall survive closing.

## **7 Additional Rights and Privileges Reserved by Grantor**

- A. Sign Placement And Naming Rights. Grantor hereby reserves the right to place signage, markers or monuments on or about the Property including but not limited to the existing trail which identify individual, corporate or group sponsors or contributors. In addition, Grantor reserves the exclusive right to name and rename any part or portion of the Property and place signage, markers or monuments on or about the Property identifying same.
- B. Improvement On Areas Of The Property Excluding The Island. Except as specifically set forth in Paragraph 7A and Paragraph 7C, the prior written consent of Grantee shall be required, which shall not be unreasonably withheld, conditioned or delayed, Grantor may add improvements on or about the Property.
- C. Improvement On The Island. Grantor reserves the exclusive right to landscape, construct and expand improvement on the island, which shall include walkways and paths that directly access the island which is contained within the boundaries of the Property
- D. Survival. It is specifically agreed that the provisions of this Paragraph 7 shall survive Closing.

## **8. Affirmative Covenants of Grantee**

- A. Maintain Trail and Playground. Grantee shall maintain in good order and repair all trails, playgrounds, playground equipment and open spaces currently maintain and those added in the future.
- B. Maintain Bridges. Grantee shall maintain bridges and walk way and replace or repair in an event of damage or destruction.
- C. Maintain Dam. Grantee shall maintain the dam and in the event of damage or destruction replace or repair same.
- D. Reimbursement. In the event Grantee fails to perform the affirmative duties and obligations set forth in this Paragraph 8, Grantor, at its sole and absolute discretion, may cause those affirmative duties and obligations to be performed. Grantee hereby agrees that within five (5) days from Grantor's presentation of reasonably satisfactory evidence of such actual costs and

expenses, Grantee shall reimburse Grantor for said costs and expenses

- E. Survival. It is specifically agreed that the provisions of this Paragraph 8 shall survive Closing.

**9. Negative Covenants of Grantee**

A. No Name Change. The name of the Property shall be Lake Bella Vista Park. Without the prior written consent of Grantor, which may be withheld or conditioned within the sole and absolute discretion of said Grantor, Grantee shall not in any circumstances change, modify or amend the name or refer to the Property or any portion thereof by any other name.

B. Prohibited Activity. Grantee shall not allow and shall take reasonable action to prevent hunting, trapping, use of motorized vehicle, removal of plants or wildlife the cutting of live timber on or about the Property which is unnecessary for maintenance of the Passive Recreation Facilities or there intended use and enjoyment.

C. No Encumbrance. Grantee shall not encumber property with a loan or mortgage and will keep property free and clear of all other liens and encumbrances

D. Survival. It is specifically agreed that the provisions of this Paragraph 9 shall survive Closing.

**10 Default Rights.**

A. Remedies for Breach of Covenants that Survive Closing. To the extent that either Grantee breaches a covenant which survives Closing, the Grantor shall have the right to pursue any remedy available at law or in equity arising out of such breach or the damages relating thereto.

B. Limitation of Liability. Notwithstanding anything herein to the contrary, the liability of each party hereto resulting from the breach or default by either party shall be limited as provided above, and by either party and except as set forth herein, each party hereto hereby waives its rights to recover from the other party consequential, punitive, exemplary and speculative damages. The provisions of this paragraph shall survive the Closing of the transaction contemplated hereby.

**11. Miscellaneous.**

A. Limitation of Liability of Grantor. No present or future partner, member, officer, shareholder, employee, advisor, affiliate, personal representative, heir, devisee, trustee or agent of or in Grantor or any affiliate of Grantor shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or in connection with the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter, and Grantee and its successors and assigns, and without limitation, all other persons and entities shall look solely to Grantor's assets for the payment of any Claim or for any performance, and Grantee hereby waives any and all such personal liability. The limitations of liability contained in this Paragraph are in addition to, and not in limitation of, any limitation on liability applicable to Grantor provided elsewhere in this Agreement, or by law or by any other contract, agreement or instrument.

B. Notices. Any notice, which a party is required or may desire to give the other, shall be in writing and shall be sent by personal delivery or by mail (either [i] by United States registered or certified mail, return receipt requested, postage prepaid, or [ii] by Federal Express or similar generally recognized overnight carrier regularly providing proof of delivery), addressed as follows (subject to the right of a party to designate a different address for itself by notice similarly given at least five (5) days in advance):

To Grantee:

The City of Bentonville, Arkansas  
[insert address]  
Bentonville, Arkansas  
Attention: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

To Grantor:

Bentonville/ Bella Vista Trailblazer's  
Association, Inc.,  
[insert address]  
Attention: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

Escrow Agent:



[insert name and contact information]

Attention:

Phone:

Fax:

Any notice so given by mail shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by U.S. Post Office return receipt or the overnight carrier's proof of delivery, as the case may be. Any such notice not so given shall be deemed given upon actual receipt of the same by the party to whom the same is to be given. Notices may be given by facsimile transmission and shall be deemed given upon the actual receipt of the same by the individual to whom they are addressed, and shall be promptly followed by a hard copy notice by mail as provided above.

C. Legal Costs. In the event any action be instituted by a party to enforce this Agreement, the prevailing party in such action (as determined by the court, agency or other authority before which such suit or proceeding is commenced) shall be entitled to such reasonable attorneys' fees, costs and expenses as may be fixed by the decision maker.

D. Further Instruments. Each party shall, whenever and as often as it shall be requested so to do by the other, cause to be executed, acknowledged or delivered any and all such further instruments and documents as may be necessary or proper, in the reasonable opinion of the requesting party, in order to carry out the intent and purpose of this Agreement.

E. Matters of Construction.

(1) Entire Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters except the Escrow Agreement.

(2) Time of the Essence. Time is of the essence of this Agreement.

(3) Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(4) Interpretation. In the event of any dispute between the parties concerning this Agreement, the parties agree that any ambiguity in the language of the Agreement is to not to be resolved against Grantor or Grantee, but shall be given a reasonable interpretation in accordance with the plain meaning of the terms of this Agreement and the intent of the parties as manifested hereby.

(5) No Waiver. Any party may at any time or times, at its election, waive any of the conditions to its obligations hereunder, but any such waiver shall be effective only if contained in a writing signed by such party (except that if a party proceeds to Closing, notwithstanding the failure of a condition to its obligation to close, then such condition shall be deemed waived by the Closing). No such waiver shall reduce the rights or remedies of a party by reason of any breach by the other party hereunder. Waiver by one party of the performance of any covenant, condition or promise of the other party shall not invalidate this Agreement, nor shall it be deemed to be a waiver by such party of the performance of any other covenant, condition or promise by such other party (whether preceding or succeeding and whether or not of the same or similar nature). No failure or delay by one party to exercise any right it may have by reason of the default of the other party shall operate as a waiver of default or modification of this Agreement nor shall it prevent the exercise of any right by such party while the other party continues to be so in default.

(6) Inspection Period. "Inspection Period" means the period commencing on the Effective Date and ending ten (10) days thereafter.

(7) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Arkansas.

(8) Third Party Beneficiaries. Except as otherwise expressly provided in this Agreement, Grantor and Grantee do not intend by any provision of this Agreement to confer any right, remedy or benefit upon any third party (express or implied), and no third party shall be entitled to enforce or otherwise shall acquire any right, remedy or benefit by reason of any provision of this Agreement.

(9) Amendments. This Agreement may be amended by written agreement of amendment executed by all parties, but not otherwise.

(10) Cumulative Remedies. No remedy conferred upon a party in this Agreement is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity or by statute (except as otherwise expressly herein provided).

F. Waiver of Trial by Jury. To the maximum extent permitted by law, Grantor and Grantee each waive any right to trial by jury in any litigation or to have a jury participate in resolving any dispute arising out of or with respect to this Agreement or any other instrument, document or agreement executed or delivered in connection herewith or the transactions related thereto.

G. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one and the same instrument, with the same effect as if all of the parties to this Agreement had executed the same counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**GRANTOR**

**BENTONVILLE/BELLA VISTA  
TRAILBLAZER'S ASSOCIATION, INC.**

By: Bentonville/Bella Vista Trailblazers Ass. Inc.

Name: David W. Burghart

Title: President

**GRANTEE**

**THE CITY OF BENTONVILLE  
ARKANSAS**

By: City of Bentonville  
Terry Coburn

Name: Terry Coburn

Title: Mayor

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**



**EXHIBIT "B"**

**SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS**

EXHIBIT A

LEGAL DESCRIPTION FOR LOT 1, BLOCK 1, LAKE BELLA VISTA SUBDIVISION  
BELLA VISTA VILLAGE, ARKANSAS  
AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART OF THE NE/4 OF THE NW/4 (5.332 ACRES), PART OF THE NW/4 OF THE NE/4 (28.147 ACRES), PART OF THE NE/4 OF THE NE/4 (15.247 ACRES), PART OF THE SW/4 OF THE NE/4 (1.171 ACRES), AND PART OF THE SE/4 OF THE NE/4 (7.138 ACRES), ALL IN SECTION 12, PART OF THE SW/4 OF THE SE/4 (6.993 ACRES), PART OF THE SE/4 OF THE SW/4 (25.178 ACRES), AND PART OF THE NE/4 OF THE SW/4 (0.043 ACRES) ALL IN SECTION 1, AND ALL TOGETHER BEING IN TOWNSHIP 20 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF SAID NE/4 OF THE NE/4 OF SECTION 12, THENCE, S 2 DEGREES 30 MINUTES 03 SECONDS WEST 1154.64 FEET ALONG THE EAST LINE OF SAID NE/4 OF THE NE/4, THENCE N 87 DEGREES 29 MINUTES 57 SECONDS W 10.00 FEET TO THE POINT OF BEGINNING, THENCE S 2 DEGREES 30 MINUTES 03 SECONDS W 158.79 FEET, THENCE N 87 DEGREES 23 MINUTES 54 SECONDS W 441.99 FEET, THENCE S 52 DEGREES 27 MINUTES 56 SECONDS W 227.51 FEET, THENCE S 45 DEGREES 33 MINUTES 24 SECONDS W 194.29 FEET, THENCE N 82 DEGREES 10 MINUTES 13 SECONDS E 187.87 FEET, THENCE N 53 DEGREES 48 MINUTES 10 SECONDS E 102.76 FEET, THENCE S 34 DEGREES 36 MINUTES 03 SECONDS E 170.23 FEET, THENCE S 68 DEGREES 22 MINUTES 23 SECONDS W 389.87 FEET, THENCE N 71 DEGREES 03 MINUTES 49 SECONDS W 631.27 FEET, THENCE N 33 DEGREES 33 MINUTES 39 SECONDS W 157.56 FEET, THENCE N 44 DEGREES 50 MINUTES 57 SECONDS W 621.93 FEET, THENCE N 54 DEGREES 09 MINUTES 30 SECONDS W 1394.46 FEET, THENCE N 42 DEGREES 55 MINUTES 35 SECONDS W 187.46 FEET, THENCE N 21 DEGREES 24 MINUTES 24 SECONDS W 179.61 FEET, THENCE N 76 DEGREES 59 MINUTES 42 SECONDS E 116.57 FEET, THENCE N 13 DEGREES 34 MINUTES 43 SECONDS W 67.99 FEET, THENCE S 79 DEGREES 58 MINUTES 28 SECONDS W 127.08 FEET, THENCE N 21 DEGREES 27 MINUTES 51 SECONDS W 659.36 FEET, THENCE N 19 DEGREES 26 MINUTES 06 SECONDS W 90.00 FEET, THENCE N 21 DEGREES 52 MINUTES 29 SECONDS W 319.08 FEET, THENCE N 67 DEGREES 18 MINUTES 51 SECONDS E 745.52 FEET, THENCE S 33 DEGREES 25 MINUTES 37 SECONDS E 56.39 FEET, THENCE S 49 DEGREES 21 MINUTES 19 SECONDS E 157.89 FEET, THENCE N 68 DEGREES 16 MINUTES 32 SECONDS E 143.88 FEET, THENCE S 54 DEGREES 14 MINUTES 49 SECONDS E 231.22 FEET TO THE EASTERN EDGE OF COLD CAVE PAVEMENT; THENCE ALONG THE EASTERN EDGE OF COLD CAVE ROAD PAVEMENT AS FOLLOWS: S 4 DEGREES 51 MINUTES 46 SECONDS W 104.41 FEET, S 5 DEGREES 22 MINUTES 31 SECONDS E 89.83 FEET, S 10 DEGREES 31 MINUTES 01 SECONDS E 79.99 FEET, S 13 DEGREES 43 MINUTES 25 SECONDS E 183.64 FEET, S 16 DEGREES 01 MINUTES 51 SECONDS E 103.92 FEET, S 25

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DEGREES 20 MINUTES 09 SECONDS E 27.43 FEET, S 34 DEGREES 51 MINUTES 31 SECONDS E 66.84 FEET, S 53 DEGREES 00 MINUTES 09 SECONDS E 151.67 FEET, S 37 DEGREES 48 MINUTES 39 SECONDS E 43.60 FEET, S 29 DEGREES 51 MINUTES 45 SECONDS E 108.72 FEET, S 33 DEGREES 00 MINUTES 58 SECONDS E 156.49 FEET, S 36 DEGREES 49 MINUTES 42 SECONDS E 96.92 FEET, S 47 DEGREES 36 MINUTES 04 SECONDS E 241.39 FEET, S 54 DEGREES 34 MINUTES 22 SECONDS E 74.89 FEET, S 60 DEGREES 10 MINUTES 33 SECONDS E 103.47 FEET, S 55 DEGREES 20 MINUTES 35 SECONDS E 104.72 FEET, S 51 DEGREES 43 MINUTES 11 SECONDS E 57.05 FEET, S 48 DEGREES 58 MINUTES 12 SECONDS E 93.89 FEET, S 50 DEGREES 18 MINUTES 57 SECONDS E 77.76 FEET, S 58 DEGREES 00 MINUTES 18 SECONDS E 146.74 FEET, S 58 DEGREES 17 MINUTES 12 SECONDS E 135.30 FEET, S 59 DEGREES 30 MINUTES 39 SECONDS E 77.71 FEET, S 58 DEGREES 48 MINUTES 49 SECONDS E 90.52 FEET, S 54 DEGREES 05 MINUTES 27 SECONDS E 48.52 FEET, S 49 DEGREES 56 MINUTES 05 SECONDS E 120.20 FEET, S 43 DEGREES 39 MINUTES 30 SECONDS E 135.60 FEET, S 69 DEGREES 02 MINUTES 59 SECONDS E 84.09 FEET, S 63 DEGREES 35 MINUTES 45 SECONDS E 48.97 FEET, S 56 DEGREES 52 MINUTES 22 SECONDS E 224.72 FEET, S 43 DEGREES 48 MINUTES 30 SECONDS E 184.17 FEET, AND S 68 DEGREES 20 MINUTES 25 SECONDS E 375.57 FEET TO THE POINT OF BEGINNING, AND SUBJECT TO EASEMENTS FOR POWER LINES AND BELLA VISTA'S MAIN WATER LINES AND SUBJECT TO A 20-FOOT WIDE INGRESS AND EGRESS EASEMENT THAT INCLUDES ALL OF COLD CAVE ROAD PAVEMENT AND ABUTS AND IS INSIDE THE NORTHEASTERLY BOUNDARY OF THE PROPERTY AND IS CONTIGUOUS WITH THE NORTHEASTERLY SIDE OF THE ASPHALT PAVEMENT AS IT NOW EXISTS AND SUBJECT TO A PARKING EASEMENT FOR THE TV STATION AS THE PARKING LOT NOW EXISTS.



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Brenda DeShields-Circuit Clerk

Benton County, AR

Book/Pg: 2006/55778

Term/Cashier: CIRCUIT-L9HWNGG / jsodrey

Tran: 4892.140983.393114

Recorded: 11-21-2006 12:38:00

DFE Deed

26.00

REC Recording Fee

0.00

Total Fees: \$ 26.00

**SPECIAL WARRANTY DEED****KNOW ALL PERSONS BY THESE PRESENTS THAT:**

**BENTONVILLE/BELLA VISTA TRAILBLAZER'S ASSOCIATION, INC.**, an Arkansas nonprofit corporation (hereinafter called "**Grantor**"), for and in consideration of the sum of TEN AND NO/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by, **THE CITY OF BENTONVILLE, ARKANSAS**, a municipal corporation (hereinafter "**Grantee**"), has GRANTED, SOLD AND CONVEYED and by these presents does GRANT, SELL AND CONVEY unto **THE CITY OF BENTONVILLE, ARKANSAS**, that certain real property situated in Benton County, Arkansas and more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes, together with Grantor's rights and interests in all improvements, structures and fixtures, if any, located thereon, and all rights, titles and interests of Grantor appurtenant thereto (all of the above-described properties being hereafter collectively referred to as the "Property"). This conveyance is made and accepted subject to (a) general real estate taxes on the Property for the current year which Grantee assumes and agrees to pay, (b) zoning laws and regulations and ordinances of municipal and other governmental authorities, if any, affecting the Property, and (c) the matters set forth on Exhibit "B" attached hereto and made a part hereof for all purposes (all of the foregoing being hereinafter collectively referred to as the "Permitted Encumbrances").

The use of the Property is further restricted and burdened and shall be used exclusively for public Passive Recreational Activities and only structures and maintenance related to Passive Recreational Activities may be built and constructed thereon. Passive Recreational Facilities are defined as low-impact recreational facilities that are integrated into the natural landscape and consist primarily of open space that does not substantially change preconstruction grades or deviate from natural landscape contours. Passive Recreational Facilities that may be authorized include: hiking trails, bike paths, horse paths, fishing facilities, nature centers, and campgrounds (excluding trailer parks). Support facilities such as maintenance and storage buildings, office buildings and stables that are directly related to the recreational activity shall constitute a permitted use. In the event said Property is used for any purpose other than those specifically set forth herein, then said Property together with all improvements thereon shall revert to Grantor, its successors and assigns without payment or compensation of any kind.

All existing utility and drainage easements are specifically retained and reserved by Grantor on, in, over and under all property included in this Special Warranty Deed.

All existing water lines, fire hydrants and pumping facilities located on the Property shall remain the property of the Bella Vista Village Property Owners Association and shall not be deemed to be a part of the Property.



Grantor specifically retains for the exclusive use and benefit of the Bella Vista Property Owners Association an easement of 3 ½ feet on each side of any now existing water lines on or under the Property and as to existing fire hydrants. Grantee shall have no right, title or interest in or to said Bella Vista Property Owners Association's utilities or the water that they contain. Grantee, its successors or assigns, shall be permitted the use of these water lines or fire hydrants in accordance with the policies and procedures of the Bella Vista Property Owners Association.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever and subject to the Permitted Encumbrances, Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

**GRANTEE ACKNOWLEDGES AND AGREES THAT EXCEPT FOR THE WARRANTIES OF TITLE SET FORTH HEREIN OR IN ANY OTHER CONVEYANCE DOCUMENT EXECUTED IN CONNECTION HERewith, GRANTOR HAS NOT MADE, AND GRANTOR HEREBY SPECIFICALLY DISCLAIMS, ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, OR CONCERNING (i) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, AND THE SUITABILITY THEREOF AND OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY ELECT TO CONDUCT THEREON; (ii) THE EXISTENCE, NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, RIGHT TO POSSESSION OR USE, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHER MATTER AFFECTING TITLE TO THE PROPERTY, AND (iii) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL OR OTHER BODY. GRANTEE ACKNOWLEDGES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGES THAT ANY INFORMATION PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND GRANTOR (i) HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND (ii) MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. GRANTEE ACCEPTS THE PROPERTY, AND ACKNOWLEDGES THAT THE CONVEYANCE OF THE PROPERTY TO GRANTEE IS MADE BY GRANTOR, ON AN "AS IS, WHERE IS, AND WITH ALL FAULTS" BASIS. GRANTEE EXPRESSLY ACKNOWLEDGES THAT, EXCEPT AS OTHERWISE SPECIFIED HEREIN OR IN ANY OTHER DOCUMENTS EXECUTED IN CONNECTION HERewith AND EXCEPT FOR THE WARRANTY OF TITLE CONTAINED HEREIN, GRANTOR MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, WITH RESPECT TO THE PROPERTY.**

**FURTHER AND WITHOUT ANY WAY LIMITING ANY OTHER PROVISION CONTAINED HEREIN OR IN ANY OTHER DOCUMENTS EXECUTED IN CONNECTION HERewith, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, GRANTOR MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE PRESENCE ON OR BENEATH THE PROPERTY (OR**



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ANY PARCEL IN PROXIMITY THERETO) OF HAZARDOUS SUBSTANCES OR MATERIALS WHICH ARE CATEGORIZED AS HAZARDOUS OR TOXIC UNDER ANY LOCAL, STATE OR FEDERAL LAW, STATUTE, ORDINANCE, RULE OR REGULATION PERTAINING TO ENVIRONMENTAL OR SUBSTANCE REGULATION, CONTAMINATION, CLEANUP OR DISCLOSURE AND SHALL HAVE NO LIABILITY TO GRANTEE THEREFOR. GRANTEE ACKNOWLEDGES THAT GRANTEE'S OPPORTUNITY FOR INSPECTION AND INVESTIGATION OF THE PROPERTY (AND OTHER PARCELS IN PROXIMITY THERETO) HAS BEEN ADEQUATE TO ENABLE GRANTEE TO MAKE GRANTEE'S OWN DETERMINATION WITH RESPECT TO THE PRESENCE ON OR BENEATH THE PROPERTY (AND OTHER PARCELS IN PROXIMITY THERETO) OF SUCH HAZARDOUS SUBSTANCES OR MATERIALS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN OR IN ANY OTHER DOCUMENTS EXECUTED IN CONNECTION HERewith, GRANTEE ACCEPTS THE RISK OF THE PRESENCE OF ANY SUCH SUBSTANCES OR MATERIALS.

GRANTEE'S AGREEMENT TO, AND ACKNOWLEDGEMENT OF, THE VARIOUS MATTERS SPECIFIED IN THIS SPECIAL WARRANTY DEED SHALL BE CONCLUSIVELY EVIDENCED BY GRANTEE'S ACCEPTANCE HEREOF.

EXECUTED to be effective for all purposes as of the 1st day of November 2006.

GRANTOR:

BENTONVILLE/BELLA VISTA TRAILBLAZER'S  
ASSOCIATION, INC.

By: David W. Burghart  
David W. Burghart, President

#### ACKNOWLEDGEMENT

STATE OF ARKANSAS

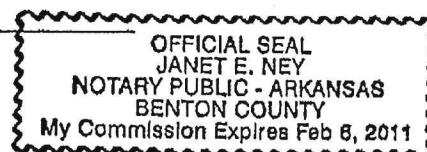
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COUNTY OF BENTON

On this day before me, a Notary Public duly qualified, commissioned and acting within and for said County and State, appeared in person the within named David W. Burghart as President to me personally well known, who stated that he were duly authorized in his respective capacity to execute the foregoing instrument for and in behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 1st day of November 2006.

Janet E. Ney  
Notary Public



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*I certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this instrument. Exempt or no consideration paid if none shown.*

Bob Newbold  
Agent for Grantee

Grantee's address: City of Bentonville, Bentonville, AR 72712



EXHIBIT A

LEGAL DESCRIPTION FOR LOT 1, BLOCK 1, LAKE BELLA VISTA SUBDIVISION  
BELLA VISTA VILLAGE, ARKANSAS  
AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART OF THE NE/4 OF THE NW/4 (5.332 ACRES), PART OF THE NW/4 OF THE NE/4 (28.147 ACRES), PART OF THE NE/4 OF THE NE/4 (15.247 ACRES), PART OF THE SW/4 OF THE NE/4 (1.171 ACRES), AND PART OF THE SE/4 OF THE NE/4 (7.138 ACRES), ALL IN SECTION 12, PART OF THE SW/4 OF THE SE/4 (6.993 ACRES), PART OF THE SE/4 OF THE SW/4 (25.178 ACRES), AND PART OF THE NE/4 OF THE SW/4 (0.043 ACRES) ALL IN SECTION 1, AND ALL TOGETHER BEING IN TOWNSHIP 20 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF SAID NE/4 OF THE NE/4 OF SECTION 12, THENCE, S 2 DEGREES 30 MINUTES 03 SECONDS WEST 1154.64 FEET ALONG THE EAST LINE OF SAID NE/4 OF THE NE/4, THENCE N 87 DEGREES 29 MINUTES 57 SECONDS W 10.00 FEET TO THE POINT OF BEGINNING, THENCE S 2 DEGREES 30 MINUTES 03 SECONDS W 158.79 FEET, THENCE N 87 DEGREES 23 MINUTES 54 SECONDS W 441.99 FEET, THENCE S 52 DEGREES 27 MINUTES 56 SECONDS W 227.51 FEET, THENCE S 45 DEGREES 33 MINUTES 24 SECONDS W 194.29 FEET, THENCE N 82 DEGREES 10 MINUTES 13 SECONDS E 187.87 FEET, THENCE N 53 DEGREES 48 MINUTES 10 SECONDS E 102.76 FEET, THENCE S 34 DEGREES 36 MINUTES 03 SECONDS E 170.23 FEET, THENCE S 68 DEGREES 22 MINUTES 23 SECONDS W 389.87 FEET, THENCE N 71 DEGREES 03 MINUTES 49 SECONDS W 631.27 FEET, THENCE N 33 DEGREES 33 MINUTES 39 SECONDS W 157.56 FEET, THENCE N 44 DEGREES 50 MINUTES 57 SECONDS W 621.93 FEET, THENCE N 54 DEGREES 09 MINUTES 30 SECONDS W 1394.46 FEET, THENCE N 42 DEGREES 55 MINUTES 35 SECONDS W 187.46 FEET, THENCE N 21 DEGREES 24 MINUTES 24 SECONDS W 179.61 FEET, THENCE N 76 DEGREES 59 MINUTES 42 SECONDS E 116.57 FEET, THENCE N 13 DEGREES 34 MINUTES 43 SECONDS W 67.99 FEET, THENCE S 79 DEGREES 58 MINUTES 28 SECONDS W 127.08 FEET, THENCE N 21 DEGREES 27 MINUTES 51 SECONDS W 659.36 FEET, THENCE N 19 DEGREES 26 MINUTES 06 SECONDS W 90.00 FEET, THENCE N 21 DEGREES 52 MINUTES 29 SECONDS W 319.08 FEET, THENCE N 67 DEGREES 18 MINUTES 51 SECONDS E 745.52 FEET, THENCE S 33 DEGREES 25 MINUTES 37 SECONDS E 56.39 FEET, THENCE S 49 DEGREES 21 MINUTES 19 SECONDS E 157.89 FEET, THENCE N 68 DEGREES 16 MINUTES 32 SECONDS E 143.88 FEET, THENCE S 54 DEGREES 14 MINUTES 49 SECONDS E 231.22 FEET TO THE EASTERN EDGE OF COLD CAVE PAVEMENT; THENCE ALONG THE EASTERN EDGE OF COLD CAVE ROAD PAVEMENT AS FOLLOWS: S 4 DEGREES 51 MINUTES 46 SECONDS W 104.41 FEET, S 5 DEGREES 22 MINUTES 31 SECONDS E 89.83 FEET, S 10 DEGREES 31 MINUTES 01 SECONDS E 79.99 FEET, S 13 DEGREES 43 MINUTES 25 SECONDS E 183.64 FEET, S 16 DEGREES 01 MINUTES 51 SECONDS E 103.92 FEET, S 25



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DEGREES 20 MINUTES 09 SECONDS E 27.43 FEET, S 34 DEGREES 51 MINUTES 31 SECONDS E 66.84 FEET, S 53 DEGREES 00 MINUTES 09 SECONDS E 151.67 FEET, S 37 DEGREES 48 MINUTES 39 SECONDS E 43.60 FEET, S 29 DEGREES 51 MINUTES 45 SECONDS E 108.72 FEET, S 33 DEGREES 00 MINUTES 58 SECONDS E 156.49 FEET, S 36 DEGREES 49 MINUTES 42 SECONDS E 96.92 FEET, S 47 DEGREES 36 MINUTES 04 SECONDS E 241.39 FEET, S 54 DEGREES 34 MINUTES 22 SECONDS E 74.89 FEET, S 60 DEGREES 10 MINUTES 33 SECONDS E 103.47 FEET, S 55 DEGREES 20 MINUTES 35 SECONDS E 104.72 FEET, S 51 DEGREES 43 MINUTES 11 SECONDS E 57.05 FEET, S 48 DEGREES 58 MINUTES 12 SECONDS E 93.89 FEET, S 50 DEGREES 18 MINUTES 57 SECONDS E 77.76 FEET, S 58 DEGREES 00 MINUTES 18 SECONDS E 146.74 FEET, S 58 DEGREES 17 MINUTES 12 SECONDS E 135.30 FEET, S 59 DEGREES 30 MINUTES 39 SECONDS E 77.71 FEET, S 58 DEGREES 48 MINUTES 49 SECONDS E 90.52 FEET, S 54 DEGREES 05 MINUTES 27 SECONDS E 48.52 FEET, S 49 DEGREES 56 MINUTES 05 SECONDS E 120.20 FEET, S 43 DEGREES 39 MINUTES 30 SECONDS E 135.60 FEET, S 69 DEGREES 02 MINUTES 59 SECONDS E 84.09 FEET, S 63 DEGREES 35 MINUTES 45 SECONDS E 48.97 FEET, S 56 DEGREES 52 MINUTES 22 SECONDS E 224.72 FEET, S 43 DEGREES 48 MINUTES 30 SECONDS E 184.17 FEET, AND S 68 DEGREES 20 MINUTES 25 SECONDS E 375.57 FEET TO THE POINT OF BEGINNING, AND SUBJECT TO EASEMENTS FOR POWER LINES AND BELLA VISTA'S MAIN WATER LINES AND SUBJECT TO A 20-FOOT WIDE INGRESS AND EGRESS EASEMENT THAT INCLUDES ALL OF COLD CAVE ROAD PAVEMENT AND ABUTS AND IS INSIDE THE NORTHEASTERLY BOUNDARY OF THE PROPERTY AND IS CONTIGUOUS WITH THE NORTHEASTERLY SIDE OF THE ASPHALT PAVEMENT AS IT NOW EXISTS AND SUBJECT TO A PARKING EASEMENT FOR THE TV STATION AS THE PARKING LOT NOW EXISTS.

## EXHIBIT "B"

- 1) Rights or claims of parties in possession not shown by the public records.
- 2) Encroachments, overlaps, boundary line disputes, and any other matters, which would be disclosed by an accurate survey and inspection of the premises.
- 3) Easements or claims of easements not shown by the public records.
- 4) Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records
- 5) Taxes or special assessments, which are not shown as existing liens by the public records.
- 6) General taxes for the year 2006 and subsequent years.
- 7) Supplemental Declaration of Covenants and Restrictions Lake Bella Vista Subdivision, Bella Vista Village, Arkansas filed for record on February 10, 2000, AS DOCUMENT NUMBER 00012548 et. Seq.

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Benton County, AR

Benton County, AR  
I certify this instrument was filed on  
11-21-2006 12:37:54 PM  
and recorded in Deed Book  
2006 at pages 55778 - 55784  
Brenda DeShields-Circuit Clerk





Niokaska Creek Stream Restoration  
Sweetbriar Park







Little Sugar Creek Stream Restoration  
Completed: Spring 2020







White River Stream Restoration  
Drake Field







White River Stream Restoration  
Drake Field

