BENTONVILLE CITY COUNCIL AGENDA

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

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

Committee of the Whole Meeting **Monday, February 13, 2023 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 February 13, 2023:**
https://us02web.zoom.us/webinar/register/WN_UAPWJeotQVKtyqOZ1I3iVw

Regular City Council Meeting **Tuesday, February 14, 2023 6:00 p.m.**
City Hall **305 S.W. "A" Street**
Planning Commission Meeting Room

***If the public would like to attend virtually, please register at the following link by 4:00 p.m. on February 14, 2023:**
https://us02web.zoom.us/webinar/register/WN_te_9daZ2Qw2sGbYd3PUGUg

Public Comments on Tonight's Agenda Items (Limited Public Forum)
Questions, Comments and Discussion from City Council Members on Tonight's Agenda
Call to Order
Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: January 24, 2023

AGENDA

1. Ethics for Public Servants Training – Presented by Arkansas Municipal League Attorney Jason Carter. **(Monday Night Only – 5:00 pm to 6:00 pm)**

2. Short Term Rental Discussion. **(Monday Night Only)**

3. Urban3 Report. **(Monday Night Only)**

4. Informational Presentation by Street Department – Ozark Regional Transit. **(Monday Night Only)**

5. Informational Presentation by Street/Engineering Departments - 2023 sidewalk plans. **(Monday Night Only)**

6. Informational Presentation - Parks and Recreation will provide an informational presentation on the status of the 2022 Sidewalk Projects and will discuss the process for the 2023 projects. **(Monday Night Only)** **(Page 7)**

7. Planning:

7a. **Ordinance accepting a Lot Split of Lot 3 of Silver Leaf Addition; creating New Lots 4 & 5 of Silver Leaf Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0060) 500 NW Hook Street.**

(Pages 12-14)

The Planning Commission voted 6-0, recommending approval.

A lot split of existing Lot 3 of Silver leaf Addition, creating new Lots 4 (+/- 0.19 acres) and Lot 5 (+/- 0.21 acres) of Silver Leaf Addition. The plat dedicates additional right-of-way along NW 5th Street and NW D Street, as well as new utility easements to serve the newly created lots.

7b. **Ordinance accepting a Lot Split of The Northern Portion of Lot 5, Block 4 of Railroad Addition; creating New Lot 24, Block 4 of Railroad Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0063) 238 SE B Street.**

(Pages 15-17)

The Planning Commission voted 6-0, recommending approval.

A lot split of the north portion of existing Lot 5, Block 4 of Railroad Addition, creating new Lot 24 (+/- 0.28 acres) of Railroad Addition. The plat dedicates a new 15' wide utility easement to serve the newly created lot.

7c. **Ordinance accepting a Lot Split of Lot 3C of Townzen Addition; Creating New Lots 4 & 5 of Townzen Addition to The City of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0066) 1105 NW 9th Street.**

(Pages 18-20)

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of existing Lot 3C of Townzen Addition, creating new Lots 4 (+/- 0.82 acres) and Lot 5 (+/- 0.98 acres) of Townzen Addition. The plat dedicates a 15' utility easement to serve the newly created lots.

7d. **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: RZ22-0071) 609 NW C Street.**

(Pages 21-24)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently shows this property as Medium-Density Residential (MDR), in which the proposed rezoning of DN-2 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.

7e. **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: RZ22-0072) 4309 SW Bright Road.**

(Pages 25-28)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently shows this property as Low-Density Residential (LDR), in which R-1 zoning is compatible. 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 2, Infill, as identified in Chapter 4 of the Bentonville Community Plan. This area prioritizes supporting development of vacant properties already served by infrastructure within the context of existing development.

7f. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-O, Residential Office To C-1, Neighborhood Commercial; and for other purposes (Project Number: RZ22-0073) SW Sunbrooke Street and SW Regional Airport Blvd.**

(Pages 29-31)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently shows this property as General Commercial (C), in which the proposed rezoning of C-1 is compatible. 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 offices. 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, though the impacts of parking should be minimized through site design and landscaping.

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

7g. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-O, Residential Office To C-1, Neighborhood Commercial; and for other purposes (Project Number: RZ22-0074) SW Eden Brooke Street.**

(Pages 32-35)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently shows this property as General Commercial (C), in which the proposed rezoning of C-1 is compatible. 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 offices. 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, though the impacts of parking should be minimized through site design and landscaping. This property is located within Priority Area 2, as identified in Chapter 4 of the Bentonville Community Plan. This area supports the development of vacant properties already served infrastructure within the context of existing development.

8. Appointment of Beckie Seba as ex-officio on the Public Art Advisory Committee. This will be Mrs. Seba's first term that begins January 1, 2023 and expires December 31, 2024. **(Pages 36-37)**

9. Reappointment of Kate Schaffer to Position 4 on the Public Art Advisory Committee. This will be her second term that begins January 1, 2023 and will expire on December 31, 2025. Memo and request for reappointment attached. **(Pages 38-40)**

10. Utility Board:

10a. Ordinance requesting a waiver of bid for the purchase of an 85hp pump for our McKissic Lift Station. The new pump cost is quoted at $81,630.00 plus $7,754.85 tax, bringing the total cost to $89,384.85. This item was approved by Utility Board 5-0. This is a budgeted item. **(Pages 41-47)**

10b. Ordinance requested to waive the requirements of competitive bidding to purchase one (1) Chevrolet 1500 crew cab truck from Superior Chevrolet Buick GMC, for a total amount of $39,910.00 and to adjust the Budget by $4,910.00. Utility Board approved this item 5-0. Budget adjustment for increased cost. **(Pages 48-52)**

10c. Resolution accepting a bid award to Superior Automotive Group for the purchase of two Ram 5500 Crew Cab 4X4 trucks with service bodies installed. Utility Board Approved 5-0. This is a budgeted item. **(Pages 53-87)**

10d. Amend Ordinance 2022-117 for Purchase of 750 UG wire for additional $1,728.09 plus applicable taxes due to additional wire supplied on reel. Approved by Utility Board 5-0. No budget adjustment needed. **(Pages 88-92)**

11. Ordinance amending the base fees for the Bentonville Fire Department Ambulance Service taking into account the 2022 - 2023 Center of Medicare Services (CMS) inflation factors and a new charge for the Medical Director position and Urgent Trauma Transport. No Budget Adjustment needed. **(Pages 93-96)**

12. Ordinance approving the addition of a new "Part-Time Medical Director" for the Fire Department and a new exempt pay grade (32), at an annual salary of $60,000.00. No Budget Adjustment needed. **(Pages 97-99)**

13. Ordinance approving the addition of a "Fire Inspector - Non Uniformed" position, Grade 21, to the 2023 pay plan for the City of Bentonville. There is no additional headcount. No Budget Adjustment is needed. **(Pages 100-102)**

14. Ordinance requesting a Waiver of Bid for the purchase of uniforms for the Bentonville Fire Department personnel. Due to uniform requirements, Galls LLC is able to supply all of the fire department needs and they have a location in Springdale Arkansas. This is a Budgeted Item. **(Pages 103-107)**

15. Ordinance requesting Waiver of Bid to Henry Schein Medical in the amount of $70,000.00 for the purchase of medical supplies and medications for the ambulance service. This is a Budgeted Item. **(Pages 108-111)**

16. Resolution authorizing the Mayor to enter into an agreement with Northwest Medical of Benton County (NWBC) to administer physicals for the Bentonville Fire Department and Bentonville Police Department Personnel. This is a Budgeted Item. **(Pages 112-122)**

17. Resolution awarding bid IFB-22-104 to Superior Auto Group of Siloam Springs, AR in the amount of $533,652.88 for the purchase of eight (8) 2023 Chevrolet Tahoes 2WD PPV (9C1) and adjusting the budget to cover the overage. A Budget Adjustment is needed. **(Pages 123-164)**

18. Resolution for a bid award through participation in the Sourcewell Cooperative (Co-Op) contract, #010920-SPC, to purchase a police department evidence storage system from Patterson Pope for $64,312.64. This is a Budgeted Item. **(Pages 165-171)**

19. Ordinance approval requested for a waiver of bid to allow for the purchase of Patrol Uniforms from Galls, LLC in Springdale, Arkansas. The 2023 budget total allotment for Police Department Uniform Supplies is $131,500.00. This is a Budgeted Item. **(Pages 172-176)**

20. Resolution approving an amendment to the Police Department's Tyler Technology New World contract to add a mobile Enterprise Law Enforcement Field Mobile with Advanced Mapping [12 licenses] and Enterprise Fire Field Mobile with Advanced Mapping [3 licenses] software package. This is a Budgeted Item. **(Pages 177-191)**

21. Resolution to award RFP-22-77 for Official Police Light & Medium Duty Towing Services to Bentonville Towing, LLC. The term of the awarded contract shall be one (1) year, renewable annually upon mutual written agreement for a total maximum term not to exceed three (3) years. No Budget Adjustment is needed. **(Pages 192-319)**

22. Resolution and budget adjustment authorizing the Mayor to accept a donation from PetIQ, in the amount of $20,000.00. **(Pages 320-323)**

23. Ordinance allowing the approval of an agreement with Ozark Regional Transit Service in the amount of $220,000.00 to provide transit service to Bentonville citizens in calendar year 2023 and waiving the requirement of competitive bidding. No Budget Adjustment is needed. **(Pages 324-329)**

24. Resolution to approve a Change Order for the SW Bright Road Project that will add 56 days due to the property acquisition process. No Budget Adjustment is needed. **(Pages 330-334)**

25. Resolution allowing the Mayor and City Clerk to amend a professional services agreement with CEI for engineering and project services for SE C Lateral. The cost of this contract amendment will be $106,171.00. No Budget Adjustment is needed. **(Pages 335-343)**

26. Resolution allowing the Mayor and City Clerk to sign a professional services agreement with Olsson for engineering and project services for Sidewalk Infill. The cost of this contract will be $300,000.00. This is a budgeted item. No Budget Adjustment is needed. **(Pages 344-359)**

27. Resolution approving a budget adjustment for Parks and Recreation, in the amount of $14,656.00, recognizing revenue from the Bentonville Advertising and Promotion Commission for final payment for the Upper Cut art installation at Creekside Park. Budget Adjustment to recognize donation. **(Pages 360-363)**

28. Resolution authorizing the Mayor and City Clerk to accept a donation in the amount of $12,409.18 from Mr. James Garber. No Budget Adjustment is needed. **(Pages 364-370)**

29. Ordinance for City Council approval amending the City of Bentonville's 2023 Pay Plan reclassifying one (1) position from Parks Maintenance Worker III to a Crew Leader, with an emphasis on Sports Fields. No Budget Adjustment required. **(Pages 371-374)**

30. Resolution for City Council approval of bid award IFB 22-92, to Milestone Construction, in the amount of $1,700,061.28 plus a 10% contingency on the parking lot of $134,799.00, for a total of $1,834,860.28, for a new parking lot, trail connection, restroom, and playground at Bella Vista Lake Park. A budget adjustment to recognize FEMA funds. **(Pages 375-411)**

31. Resolution to approve a Change Order in the amount of $58,000.00 with CEI for additional design services, and approving a Budget Adjustment to accept a grant in the amount of $58,000.00 from the Walton Family Foundation to fund the additional engineering needed. This Change Order is for erosion mitigation for the McKissic Creek Trail project. Budget Adjustment to recognize grant funds. **(Pages 412-425)**

32. Ordinance adopting "Plan 2- Voting Wards by Address Points" for redistricting the voting wards in the City of Bentonville. **(Pages 426-436)**

Agenda Item Form

Date of City Council Meeting	**2/14/2023**
Department	**Parks and Recreation**
Submitted by	**Hunter Garrison, Bike and Pedestrian Planner**
Phone	**(479) 254-2063**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☑ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award

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

Informational Presentation - Parks and Recreation will provide an informational presentation on the status of the 2022 Sidewalk Projects and will discuss the process for the 2023 projects.

Estimated Cost	
Is this Item Budgeted?	☐ Yes ☐ No

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

City Council Agenda Items

For the City Council Meeting of February 14, 2023

From the February 7, 2023 Planning Commission Meeting

NOTE: *Commissioner Dana Davis was absent from the February 7th meeting and all votes were taken by the 6 other commissioners present.*

1. **Ordinance accepting a Lot Split of Lot 3 of Silver Leaf Addition; creating New Lots 4 & 5 of Silver Leaf Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0060) 500 NW Hook Street.**

   The Planning Commission voted 6-0, recommending approval.

   A lot split of existing Lot 3 of Silver leaf Addition, creating new Lots 4 (+/- 0.19 acres) and Lot 5 (+/- 0.21 acres) of Silver Leaf Addition. The plat dedicates additional right-of-way along NW 5th Street and NW D Street, as well as new utility easements to serve the newly created lots.

2. **Ordinance accepting a Lot Split of The Northern Portion of Lot 5, Block 4 of Railroad Addition; creating New Lot 24, Block 4 of Railroad Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0063) 238 SE B Street.**

   The Planning Commission voted 6-0, recommending approval.

   A lot split of the north portion of existing Lot 5, Block 4 of Railroad Addition, creating new Lot 24 (+/- 0.28 acres) of Railroad Addition. The plat dedicates a new 15' wide utility easement to serve the newly created lot.

3. **Ordinance accepting a Lot Split of Lot 3C of Townzen Addition; Creating New Lots 4 & 5 of Townzen Addition to The City of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0066) 1105 NW 9th Street.**

   The Planning Commission voted 6-0, recommending approval.

   A property line adjustment of existing Lot 3C of Townzen Addition, creating new Lots 4 (+/- 0.82 acres) and Lot 5 (+/- 0.98 acres) of Townzen Addition. The plat dedicates a 15' utility easement to serve the newly created lots.

4. **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: RZ22-0071) 609 NW C Street.**

   The Planning Commission voted 6-0, recommending approval

   The Future Land Use Plan currently shows this property as Medium-Density Residential (MDR), in which the proposed rezoning of DN-2 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.

5. **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: RZ22-0072) 4309 SW Bright Road.**

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently shows this property as Low-Density Residential (LDR), in which R-1 zoning is compatible. 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 2, Infill, as identified in Chapter 4 of the Bentonville Community Plan. This area prioritizes supporting development of vacant properties already served by infrastructure within the context of existing development.

6. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-O, Residential Office To C-1, Neighborhood Commercial; and for other purposes (Project Number: RZ22-0073) SW Sunbrooke Street and SW Regional Airport Blvd.**

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently shows this property as General Commercial (C), in which the proposed rezoning of C-1 is compatible. 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 offices. 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, though the impacts of parking should be minimized through site design and landscaping. This property is located within Priority Area 2, as identified in Chapter 4 of the Bentonville Community Plan. This area supports the development of vacant properties already served infrastructure within the context of existing development.

7. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-O, Residential Office To C-1, Neighborhood Commercial; and for other purposes (Project Number: RZ22-0074) SW Eden Brooke Street.**

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently shows this property as General Commercial (C), in which the proposed rezoning of C-1 is compatible. General commercial areas in-

clude 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 offices. 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, though the impacts of parking should be minimized through site design and landscaping. This property is located within Priority Area 2, as identified in Chapter 4 of the Bentonville Community Plan. This area supports the development of vacant properties already served infrastructure within the context of existing development.

NOTE: *Item 5 of under new business was approved by the Planning Commission for Buffington Barron, LLC's PUD rezone application (PUD22-0003) at SW Regional Airport Blvd. and SW Opal Road. However, staff has verified that public hearing was improperly noticed (the vicinity map was not included in the mailed notice) and therefore recommends that the project be rescheduled for a properly noticed public hearing.*

Consent Agenda Items

For the Planning Commission meeting on February 7, 2023

Reviewer: Jon Stanley, Senior Planner, ASLA, APA

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

Lot Split: Lots 4 and 5 of Silver Leaf Addition, Bush Trust, James and Virginia Bush, 500 NW Hook Street, R-1, Low Density Single Family Residential, ***LS22-0060***

A lot split of existing Lot 3 of Silver leaf Addition, creating new Lots 4 (+/- 0.19 acres) and Lot 5 (+/- 0.21 acres) of Silver Leaf Addition. The plat dedicates additional right-of-way along NW 5th Street and NW D Street, as well as new utility easements to serve the newly created lots.

Lot Split: Lot 24, Block 4 of Railroad Addition, Tammy Sun and Phil Libin, 238 SE B Street, DE, Downtown Edge, ***LS22-0063***

A lot split of the north portion of existing Lot 5, Block 4 of Railroad Addition, creating new Lot 24 (+/- 0.28 acres) of Railroad Addition. The plat dedicates a new 15' wide utility easement to serve the newly created lot.

Lot Split: Lots 4 and 5 of Townzen Addition, Matthew and Casey Rivard, 1105 NW 9th Street, R-1, Low Density Single Family Residential, ***LS22-0066***

A property line adjustment of existing Lot 3C of Townzen Addition, creating new Lots 4 (+/- 0.82 acres) and Lot 5 (+/- 0.98 acres) of Townzen Addition. The plat dedicates a 15' utitliy easement to serve the newly created lots.


BELLA VISTA RD
HOOK ST
NW 5TH ST
DICKSON
NW RETREAT LN
NW D ST
EMAN
ST
Legend
Pending Planning Commission Items
N
W
E
S
1 inch = 100 feet
LS22-0060 1/3/23
LOT SPLIT
SILVER LEAF ADDITION
LOT 3 CREATING LOTS 4-5
THE CITY OF
BENTONVILLE

EXHIBIT "A"

CERTIFICATE OF OWNERSHIP AND DEDICATION:

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: _____

PRINT NAME: _____

SIGNATURE: _____

STATE OF ARKANSAS, COUNTY OF BENTON, SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 20__.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

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 _____
PLANNING COMMISSION CHAIRPERSON
DATE OF EXECUTION: _____

SIGNED _____
MAYOR, CITY OF BENTONVILLE

SIGNED _____
CITY CLERK, CITY OF BENTONVILLE

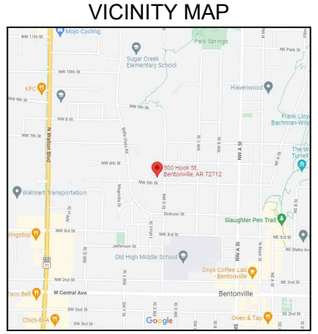
CERTIFICATE OF SURVEY ACCURACY:

I, ROBERT J. CASTER 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, SIZE, 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. 1370
STATE OF ARKANSAS

VICINITY MAP



N.T.S.

PARENT LOT 3 - P.N. #01-07283-000

LOT 3 OF SILVER LEAF ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS.

DESCRIPTION FOR NEW LOT 4

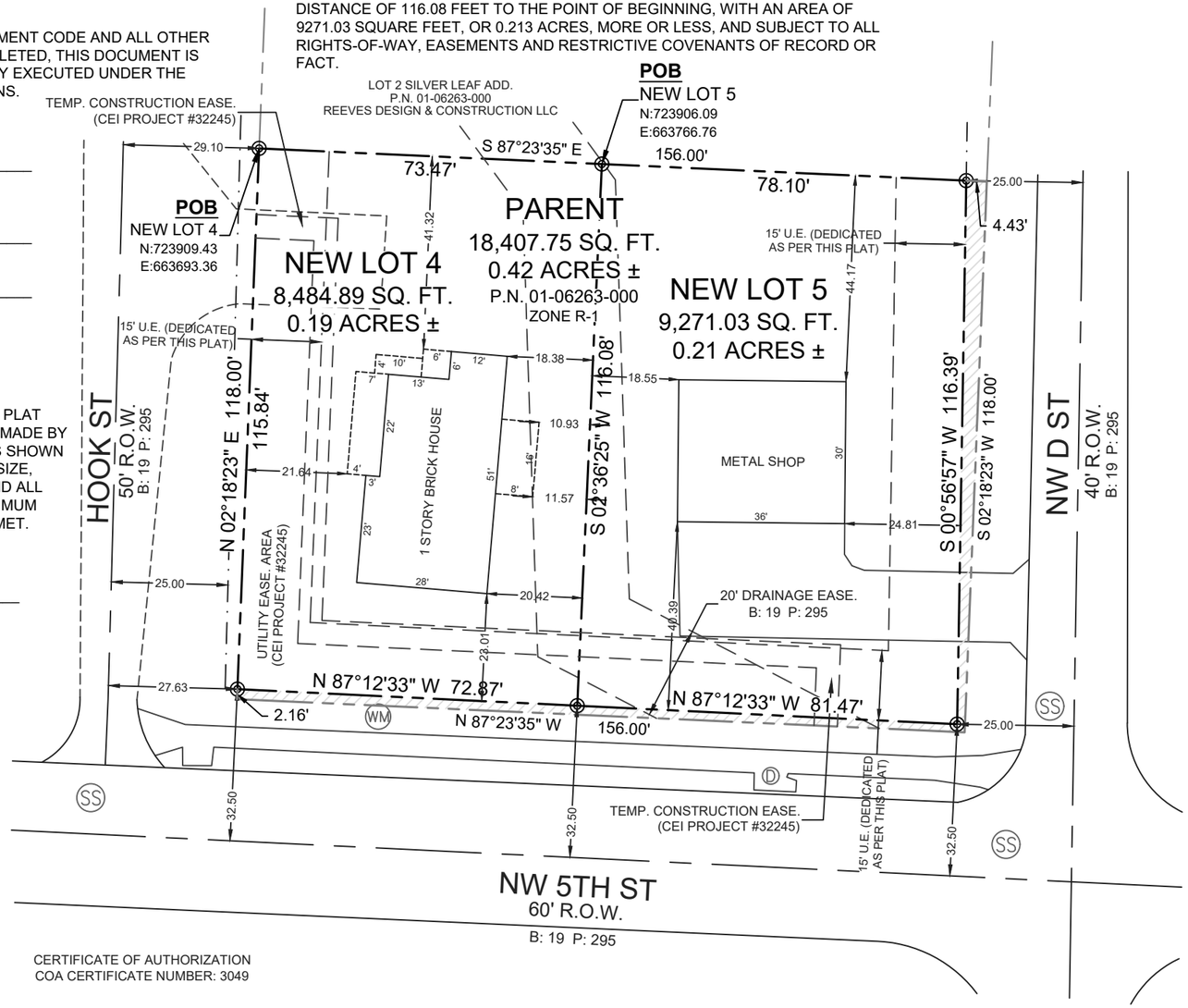
A PART OF LOT 3 OF SILVER LEAF ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID LOT 3; THENCE S 87°23'35" E A DISTANCE OF 73.47 FEET; THENCE S 02°36'25" W A DISTANCE OF 116.08 FEET; THENCE N 87°12'33" W A DISTANCE OF 72.87 FEET; THENCE N 02°18'23" E A DISTANCE OF 115.84 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 8484.89 SQUARE FEET, OR 0.195 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

DESCRIPTION FOR NEW LOT 5

A PART OF LOT 3 OF SILVER LEAF ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID LOT 3; THENCE S 87°23'35" E A DISTANCE OF 73.47 FEET TO THE POINT OF BEGINNING; THENCE S 87°23'35" E A DISTANCE OF 78.10 FEET; THENCE S 00°56'57" W A DISTANCE OF 116.39 FEET; THENCE N 87°12'33" W A DISTANCE OF 81.47 FEET; THENCE N 02°36'25" E A DISTANCE OF 116.08 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 9271.03 SQUARE FEET, OR 0.213 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

LEGEND

- FOUND 1/2" IRON PIN
- SET 1/2" IRON PIN W/CAP
- SEWER MANHOLE
- WATER METER
- DRAINAGE MANHOLE
- PROPERTY LINE
- RIGHT-OF-WAY
- CENTERLINE
- GRAVEL
- EASEMENT
- FENCE LINE



CERTIFICATE OF AUTHORIZATION
COA CERTIFICATE NUMBER: 3049

FLOOD CERTIFICATION:

I CERTIFY THAT I HAVE EXAMINED THE OFFICIAL FLOOD INSURANCE HAZARD RATE MAP PANEL NO. 05007C0090J (EFFECTIVE DATE 09/28/2007) AND FOUND IN THE DESCRIBED PROPERTY HEREON LIES IN ZONE "X", AN AREA HAVING NO SPECIAL FLOOD HAZARDS.

OWNER INFORMATION:
BUSH TRUST, JAMES &
VIRGINIA BUSH
479-236-8671
500 HOOK ST
BENTONVILLE AR 72712

0 30 60 90

NOTES:

1. EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS 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, AND ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE COMMITMENT MAY DISCLOSE.
2. BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE.
3. DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
4. THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE SEAL AND SIGNATURE OF THE SURVEYOR.
5. SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT @ 479-271-3122.
6. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE COMMITMENT MAY DISCLOSE.
7. SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.
8. THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
9. OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO INSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
10. 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.
11. ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.

#LS22-0060

CASTER & ASSOCIATES
LAND SURVEYING, INC.
2715 SE "I" Street, Suit 5
Bentonville, AR 72712
(479) 268-4464

REGISTERED STATE OF ARKANSAS NO.1370 SIGNATURE ROBERT J. CASTER PROFESSIONAL LAND SURVEYOR

SCALE: 1" = 30' | DATE: 10/31/2022

LOT SPLIT OF LOT 3
CREATING LOTS 4 & 5
SILVER LEAF ADDITION

500 NW HOOK STREET
CITY OF BENTONVILLE
BENTON COUNTY, ARKANSAS

JOB #	DRAWN BY:	CHK'D BY:	PAGE
21-102	ASM	RJC	1 OF 1

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 3 OF SILVER LEAF ADDITION; CREATING NEW LOTS 4 & 5 OF SILVER LEAF ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: LS22-0060)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOT 3 OF SILVER LEAF ADDITION; creating new LOTS 4 & 5 OF SILVER LEAF ADDITION, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on February 7, 2023;

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 SILVER LEAF ADDITION creating new LOTS 4 & 5 OF SILVER LEAF ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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 _____, 2023.

APPROVED:

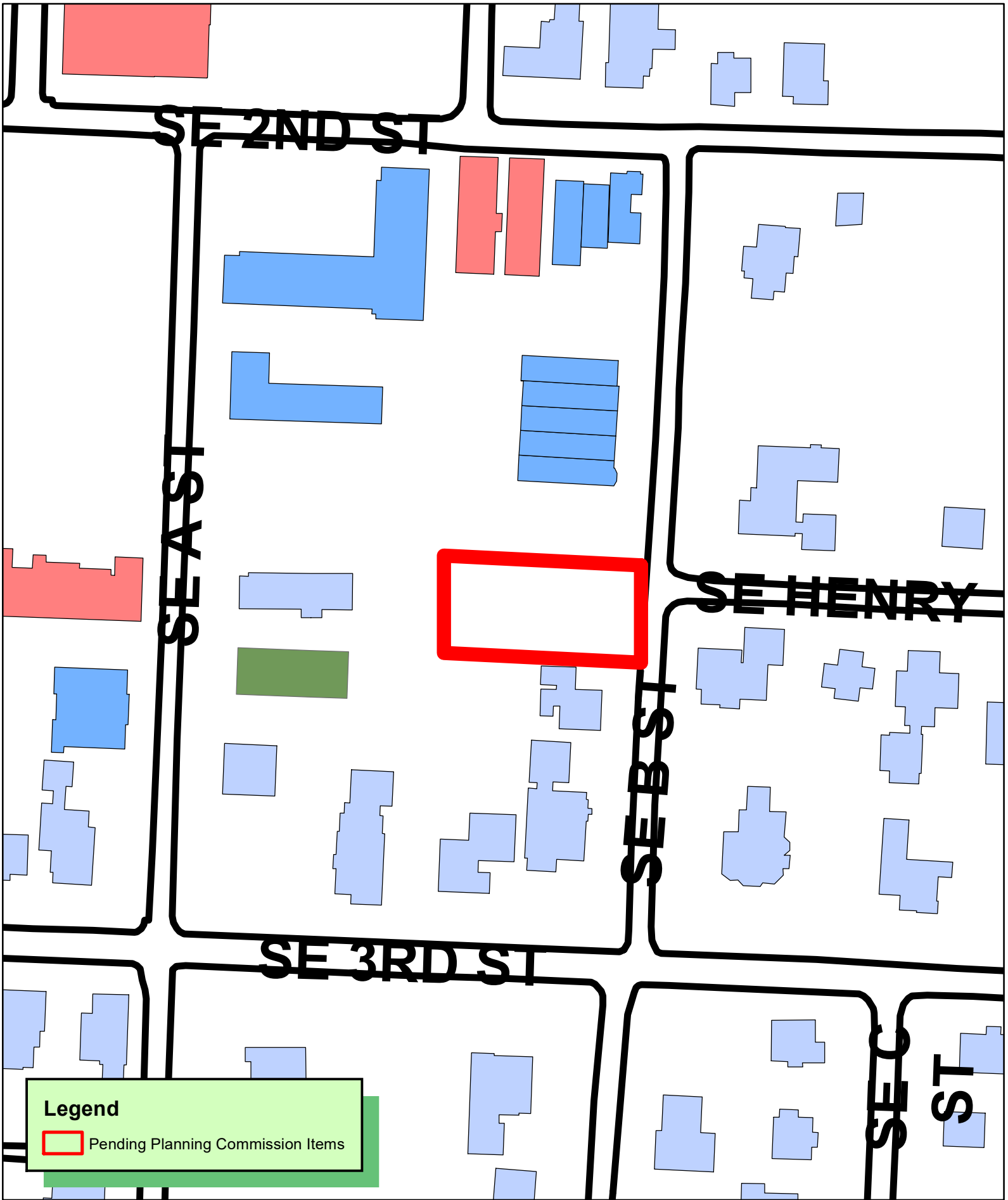
_____

Stephanie Orman, Mayor

ATTEST:

_____

Kirby Romines, City Clerk



N
W E
S

1 inch = 100 feet

LS22-0063 1/3/23
LOT SPLIT
RAILROAD ADDITION
NORTH PART OF LOT 5 BLOCK 4 CREATING LOT 24

THE CITY OF BENTONVILLE

EXHIBIT "A"

PROPERTY LINE ADJUSTMENT

FOR NORTH OF LOT 5 BLOCK 4 IN RAILROAD ADDITION

CREATING LOT 24

238 SOUTHEAST B STREET, BENTONVILLE AR 72712

BENTON COUNTY

RECORD DESCRIPTION

BOOK 2022, PAGE 963
THE NORTH 80 FEET OF LOT 5, BLOCK 4, RAILROAD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS. SUBJECT TO EASEMENTS, RIGHT-OF-WAYS AND PROTECTIVE COVENANTS OF RECORD, IF / ANY.

SURVEY DESCRIPTION

NEW LOT 24
PART OF THE NORTH 80 FEET OF LOT 5, BLOCK 4, RAILROAD ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING DESCRIBED AS FOLLOWS:
COMMENCING FROM A FOUND 1/2" REBAR MARKING THE NORTHEAST CORNER OF SAID LOT 5, BLOCK 4, OF RAILROAD ADDITION; THENCE N86°46'34"W 13.05 FEET TO A SET 5/8" REBAR BEING THE TRUE POINT OF BEGINNING; THENCE S03°57'43"W 79.95 FEET TO A SET 5/8" REBAR; THENCE N86°47'57"W 148.04 FEET TO A FOUND 1/2" REBAR; THENCE N01°37'54"E 80.03 FEET TO A FOUND 5/8" REBAR; THENCE S86°46'34"E 151.29 FEET TO THE POINT OF BEGINNING, CONTAINING 0.275 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD.

ZONING INFORMATION

CURRENT ZONING: D-E

SETBACK REQUIREMENTS:
FRONT - 20'
SIDE - 7'
REAR - 12'

MISCELLANEOUS NOTES

COMPLETED FIELD WORK:
OCTOBER 19, 2022

REFERENCE DOCUMENTS:
1. WARRANTY DEED FILED IN DEED BOOK 2022 AT PAGE 963.
2. SURVEY PLAT FILED IN PLAT BOOK A AT PAGE 38.

BASIS OF BEARING:
THE BASIS OF BEARING OF THIS SURVEY IS GRID NORTH, BASED ON ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE NAD83.

SOME FEATURES SHOWN ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR CLARITY.

DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED. MONUMENTS WERE FOUND AT POINTS WHERE INDICATED.

EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT OF ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT PROPERTY: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF SURVEY; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS OR OTHER LAND USE REGULATIONS; AND ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.

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.

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

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

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

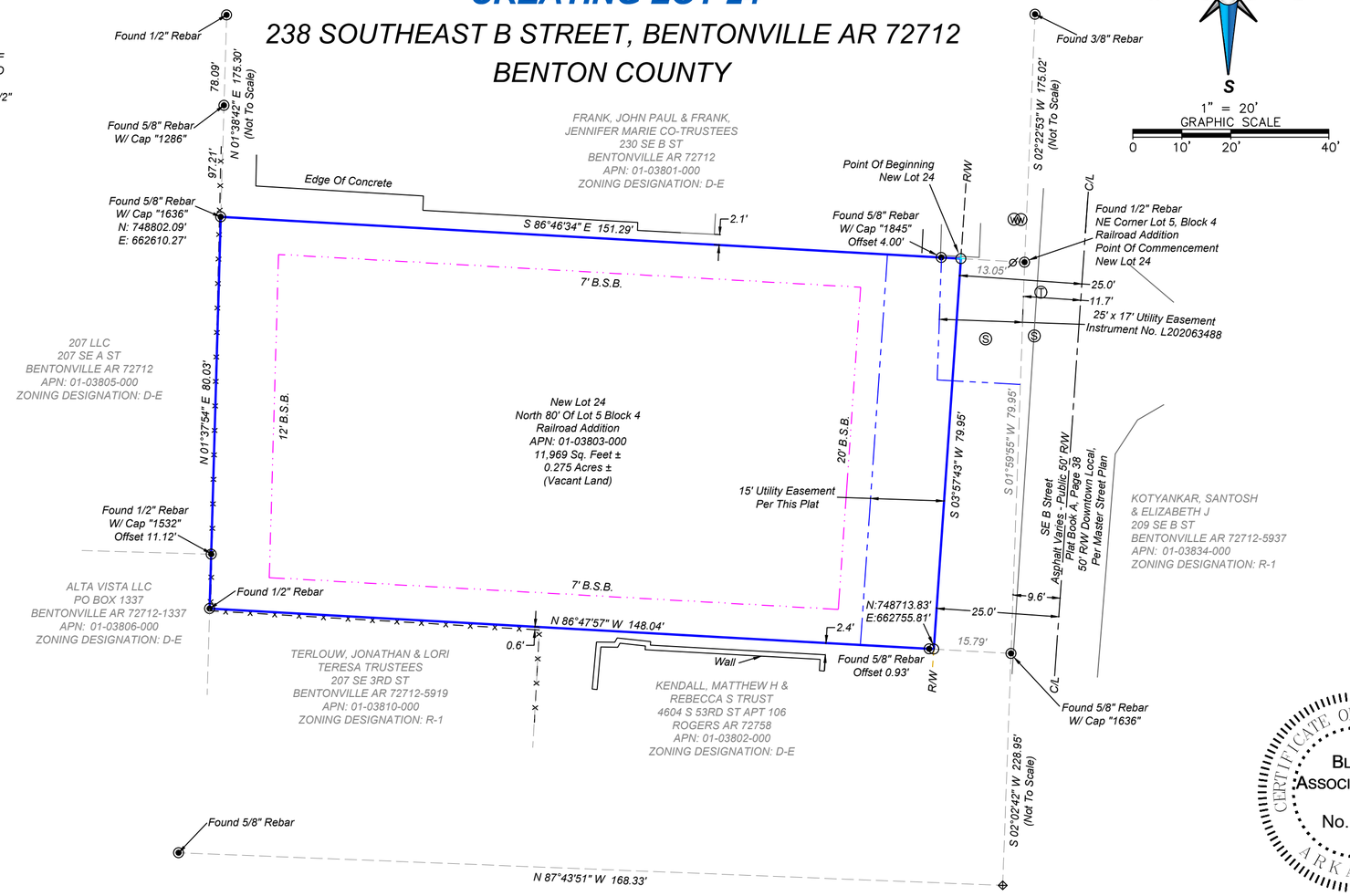
ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.

FLOOD ZONE INFORMATION

BY GRAPHIC PLOTTING ONLY, NO PORTION OF THIS PROPERTY IS IN ZONE "A" OR "AE" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 05007C0255K, WHICH BEARS AN EFFECTIVE DATE OF 06/05/2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

UTILITY INFORMATION

THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR WAS NOT PROVIDED WITH UNDERGROUND PLANS OR SURFACE GROUND MARKINGS TO DETERMINE THE LOCATION OF ANY SUBTERRANEAN USES.

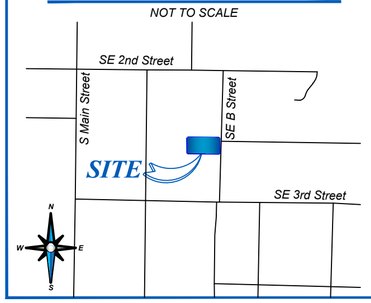


LEGEND & SYMBOLS

- FOUND MONUMENT (AS NOTED)
- COMPUTED POINT
- SANITARY MANHOLE
- WATER METER
- TELEPHONE MANHOLE
- BOUNDARY LINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE (R/W)
- CENTERLINE (C/L)
- FENCE LINE
- SETBACK LINE (B.S.B.)

VICINITY MAP

NOT TO SCALE



LAND AREA

0.301 ACRES ±
13121 SQ. FEET ±

OWNER/DEVELOPER

OWNER/DEVELOPER: PHIL LIBBIN
CONTACT: DAVE BURRIS
PHONE: (479)-319-6045

SIGNATURE BLOCKS

CERTIFICATE OF OWNER:
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 & ADDRESS

SOURCE OF TITLE: D.R. _____ PAGE _____

CERTIFICATE OF SURVEYING ACCURACY:
I, WILLIAM G. GAGNER, 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: _____
WILLIAM G. GAGNER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. AR 1659
STATE OF ARKANSAS

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

DATE OF EXECUTION: _____

SIGNED: _____
BENTONVILLE PLANNING
COMMISSION CHAIRMAN

SIGNED: _____
MAYOR, CITY OF BENTONVILLE

SIGNED: _____
CITY CLERK, CITY OF BENTONVILLE

STATE OF ARKANSAS
COUNTY OF _____
SUBSCRIBED AND SWORN BEFORE ME THIS ____ DAY OF _____ 2022.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 20TH DAY OF OCTOBER, 2022.

CERTIFICATE OF AUTHORIZATION
BLEW & ASSOCIATES, PA.
No. 1534
ARKANSAS

REGISTERED
STATE OF ARKANSAS
NO.1659
SIGNATURE
W. GAGNER
PROFESSIONAL LAND SURVEYOR

IF THE SIGNATURE ON THIS SEAL IS NOT AN ORIGINAL AND NOT BLUE IN COLOR THEN IT SHOULD BE ASSUMED THAT THIS PLAT MAY HAVE BEEN ALTERED. THE ABOVE CERTIFICATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

SHEET 1 OF 1

BLEW & ASSOCIATES, P.A.
Surveying
Engineering
Mapping
3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
EMAIL:SURVEY@BLEWINC.COM
OFFICE: 479.443.4506 ·FAX: 479.582.1883
EMAIL: SURVEY@BLEWINC.COM·WWW.BLEWINC.COM

SURVEYOR JOB NUMBER: 22-9947	**SURVEY DRAWN BY:** JDC - 10/20/2022
SURVEY REVIEWED BY: TPN	**SCALE:** 1" = 20'
FOR THE USE AND BENEFIT OF: PHIL LIBIN	**CoB Project Number: LS22-0063**

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF THE NORTHERN PORTION OF LOT 5, BLOCK 4 OF RAILROAD ADDITION; CREATING NEW LOT 24, BLOCK 4 OF RAILROAD ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: LS22-0063)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of THE NORTHERN PORTION OF LOT 5, BLOCK 4 OF RAILROAD ADDITION creating new LOT 24, BLOCK 4 OF RAILROAD ADDITION, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on February 7, 2023;

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 THE NORTHERN PORTION OF LOT 5, BLOCK 4 OF RAILROAD ADDITION creating new LOT 24, BLOCK 4 OF RAILROAD ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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 _____, 2023.

APPROVED:

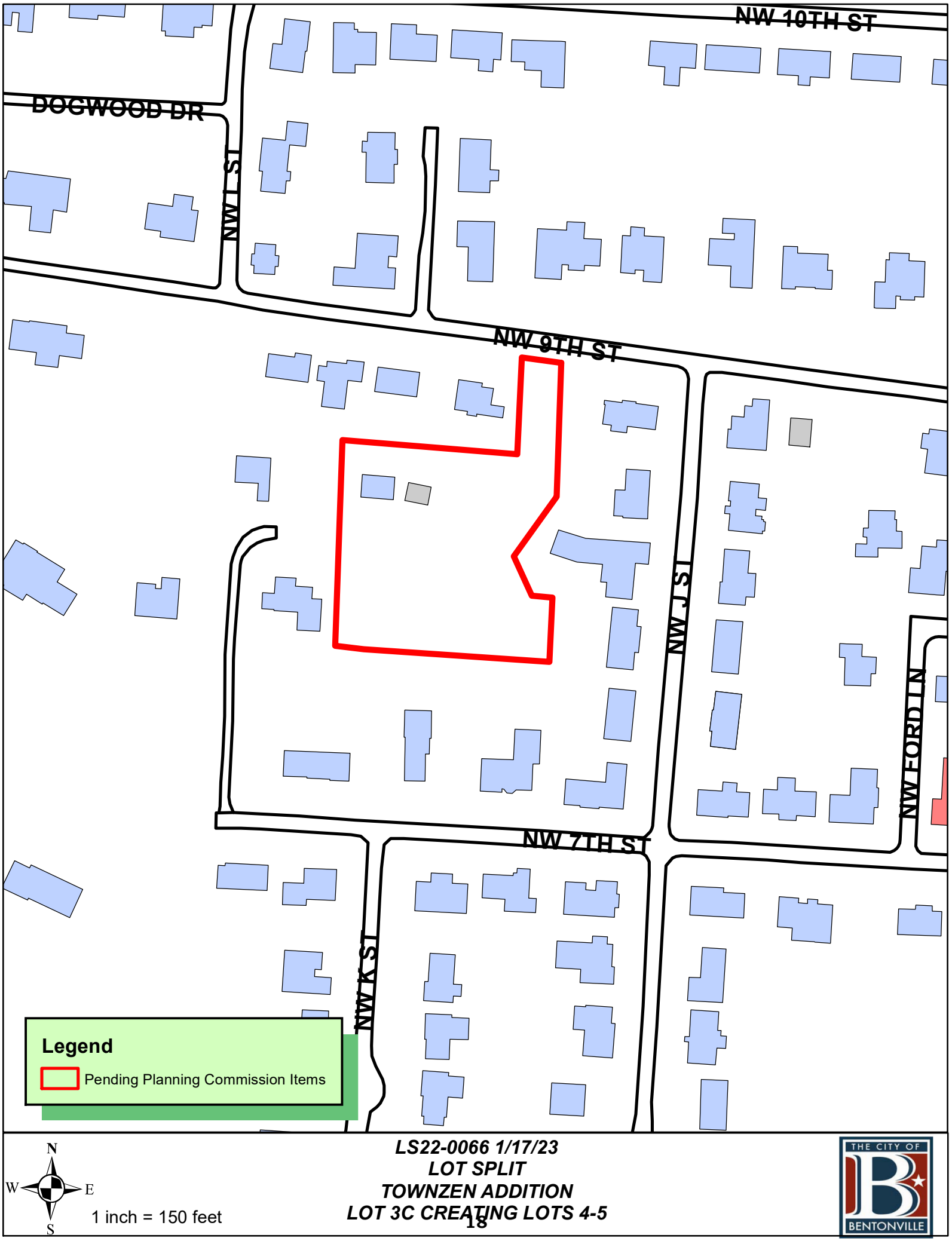
_____

Stephanie Orman, Mayor

ATTEST:

_____

Kirby Romines, City Clerk



LS22-0066 1/17/23
LOT SPLIT
TOWNZEN ADDITION
LOT 3C CREATING LOTS 4-5

EXHIBIT "A"

Lot Split of Lot 3C Townzen Addition

(CREATING LOTS 4 & 5)
1105 NW 9TH ST., BENTONVILLE,
COUNTY OF BENTON
STATE OF ARKANSAS, 72712

RECORD DESCRIPTION

WARRANTY DEED NO. 17-2737 FILED AT BOOK 2017, AT PAGE 35825:

LOT 3C, TOWNZEN ADDITION, BEING A REPLAT OF LOT 3B, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD BOOK 22L AT PAGE 242.

SURVEY DESCRIPTION

PARENT TRACT (AS SURVEYED):
PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 20 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 5/8" CAPPED REBAR "1286" ON THE SOUTH RIGHT-OF-WAY LINE OF NW 9TH STREET, AS SHOWN ON REPLAT SURVEY RECORDED IN BOOK 22L, AT PAGE 242, BENTON COUNTY RECORDS; THENCE S81°11'25"E 55.24 FEET TO A FOUND 3/4" REBAR; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S02°39'06"W 168.83 FEET TO A FOUND 5/8" CAPPED REBAR "944"; THENCE S35°02'25"W 83.48 FEET TO A FOUND 5/8" CAPPED REBAR "944"; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 15.93 FEET, WITH A RADIUS OF 75.00 FEET, WITH A CHORD BEARING OF S41°15'02"W, AND WITH A CHORD LENGTH OF 15.90 FEET TO A FOUND 5/8" CAPPED REBAR "944"; THENCE S23°53'07"E 59.56 FEET TO A FOUND 5/8" CAPPED REBAR "944"; THENCE S86°15'11"E 28.91 FEET TO A FOUND 4" METAL FENCE POST CORNER; THENCE S03°08'20"W 80.84 FEET TO A FOUND 4" METAL FENCE POST CORNER; THENCE N86°46'20"W 281.57 FEET TO A FOUND 5/8" CAPPED REBAR "1286"; THENCE N02°29'09"E 119.85 FEET TO A FOUND 1/2" REBAR; THENCE N02°20'54"E 153.76 FEET TO A FOUND 1/2" REBAR; THENCE S85°41'31"E 229.10 FEET TO A FOUND 5/8" CAPPED REBAR "1286"; THENCE N01°59'50"E 122.55' TO THE POINT OF BEGINNING, CONTAINING 1.803 ACRES, AND BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

LOT 4 (AS SURVEYED):
PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 20 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 5/8" CAPPED REBAR "1286" ON THE SOUTH RIGHT-OF-WAY LINE OF NW 9TH STREET, AS SHOWN ON REPLAT SURVEY RECORDED IN BOOK 22L, AT PAGE 242, BENTON COUNTY RECORDS; THENCE S81°11'25"E 27.62 FEET TO A SET 5/8" CAPPED REBAR "1659"; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S01°59'50"W 153.17 FEET TO A SET 5/8" CAPPED REBAR "1659"; THENCE S78°31'11"W 13.28 FEET TO A SET 5/8" CAPPED REBAR "1659"; THENCE S35°02'25"W 119.43 FEET TO A SET 5/8" CAPPED REBAR "1659"; THENCE S89°37'38"W 179.40 FEET TO A FOUND 1/2" REBAR; THENCE N02°20'54"E 153.76 FEET TO A FOUND 1/2" REBAR; THENCE S85°41'31"E 229.10 FEET TO A FOUND 5/8" CAPPED REBAR "1286"; THENCE N01°59'50"E 122.55 FEET TO THE POINT OF BEGINNING, CONTAINING 0.819 ACRES, MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

SUBJECT TO A PROPOSED EASEMENT USED FOR THE PURPOSES OF INGRESS & EGRESS, BEING THE NORTH 100' OF TRACT "A", PARALLEL WITH AND ADJACENT TO THE SOUTH RIGHT-OF-WAY LINE OF NW 9TH STREET, CONTAINING 0.063 ACRES, MORE OR LESS.

LOT 5 (AS SURVEYED):
PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 20 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8" CAPPED REBAR "1286" ON THE SOUTH RIGHT-OF-WAY LINE OF NW 9TH STREET, AS SHOWN ON REPLAT SURVEY RECORDED IN BOOK 22L, AT PAGE 242, BENTON COUNTY RECORDS; THENCE S81°11'25"E 27.62' TO A SET 5/8" CAPPED REBAR "1659", BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING S81°11'25"E 27.62 FEET TO A FOUND 3/4" REBAR; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S02°39'06"W 168.83 FEET TO A FOUND 5/8" CAPPED REBAR "944"; THENCE S35°02'25"W 83.48 FEET TO A FOUND 5/8" CAPPED REBAR "944"; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 15.93 FEET, WITH A RADIUS OF 75.00 FEET, WITH A CHORD BEARING OF S41°15'02"W, WITH A CHORD LENGTH OF 15.90 FEET TO A FOUND 5/8" CAPPED "944"; THENCE S23°53'07"E 59.56 FEET TO A FOUND 5/8" CAPPED REBAR "944"; THENCE S86°15'11"E 28.91 FEET TO A FOUND 4" METAL FENCE POST CORNER; THENCE S03°08'20"W 80.84 FEET TO A FOUND 4" METAL FENCE POST CORNER; THENCE N86°46'20"W 281.57 FEET TO A FOUND 5/8" CAPPED REBAR "1286"; THENCE N02°29'09"E 119.85 FEET TO A FOUND 1/2" REBAR; THENCE N89°37'38"E 179.40 FEET TO A SET 5/8" CAPPED REBAR "1659"; THENCE N35°02'25"E 119.43 FEET TO A SET 5/8" CAPPED REBAR "1659"; THENCE N78°31'11"E 13.28 FEET TO A SET 5/8" CAPPED REBAR "1659"; THENCE N01°59'50"E 153.17 FEET TO THE POINT OF BEGINNING, CONTAINING 0.984 ACRES, MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

MISCELLANEOUS NOTES

STATE RECORDING NUMBER:
500-20N-31W-0-25-120-04-1659

COMPLETED FIELD WORK:
NOVEMBER 08, 2022

REFERENCE DOCUMENTS:
1. WARRANTY DEED NO. 17-2737 FILED IN BOOK 2017, AT PAGE 35825.
2. REPLAT SURVEY OF LOT 3B TOWNZEN ADDITION, RECORDED IN BOOK 22L, AT PAGE 242.
3. FINAL REPLAT OF 3A AND 3B, TOWNZEN ADDITION, RECORDED IN BOOK 22L, AT PAGE 17.
4. SURVEY PLAT RECORDED IN BOOK 2015, AT PAGE 607.
5. REPLAT SURVEY OF LOT 1, BLOCK 1 OF SUNSET ADDITION RECORDED IN BOOK 33, AT PAGE 62.
6. SURVEY PLAT RECORDED IN BOOK 6, AT PAGE 41.

BASIS OF BEARING:
BEARINGS SHOWN ARE BASED ON GRID NORTH FOR ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD83.

SOME FEATURES SHOWN ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR CLARITY.

DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED. MONUMENTS WERE FOUND AT POINTS WHERE INDICATED.

EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT OF ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT PROPERTY: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF SURVEY; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS OR OTHER LAND USE REGULATIONS; AND ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.

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.

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

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

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

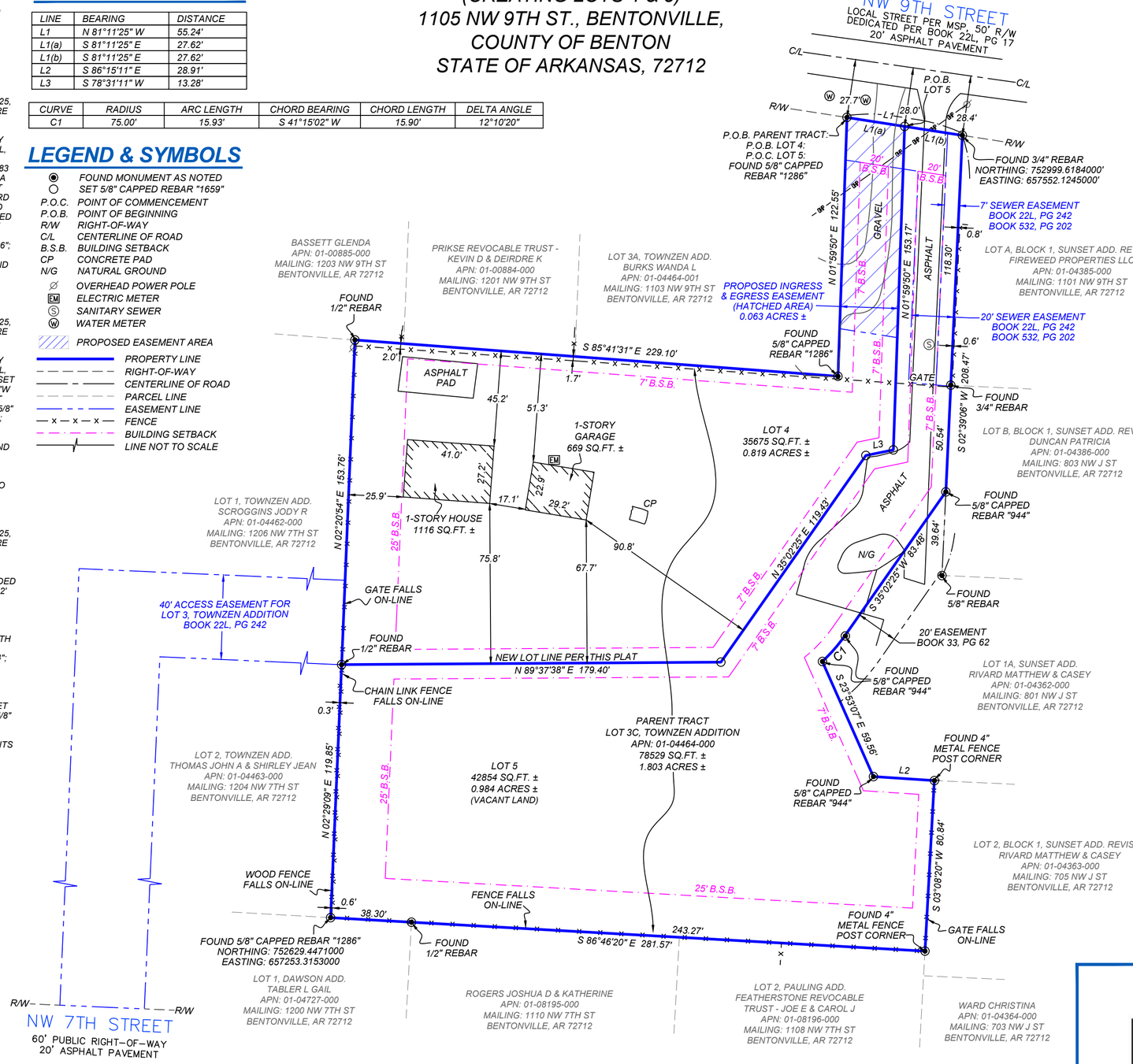
LINE & CURVE DATA

LINE	BEARING	DISTANCE
L1	N 81°11'25" W	55.24'
L1(a)	S 81°11'25" E	27.62'
L1(b)	S 81°11'25" E	27.62'
L2	S 86°15'11" E	28.91'
L3	S 78°31'11" W	13.28'

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C1	75.00'	15.93'	S 41°15'02" W	15.90'	12°10'20"

LEGEND & SYMBOLS

- FOUND MONUMENT AS NOTED
- SET 5/8" CAPPED REBAR "1659"
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R/W RIGHT-OF-WAY
- C/L CENTERLINE OF ROAD
- B.S.B. BUILDING SETBACK
- CP CONCRETE PAD
- N/G NATURAL GROUND
- OVERHEAD POWER POLE
- EM ELECTRIC METER
- S SANITARY SEWER
- W WATER METER
- PROPOSED EASEMENT AREA
- PROPERTY LINE
- RIGHT-OF-WAY
- CENTERLINE OF ROAD
- PARCEL LINE
- EASEMENT LINE
- FENCE
- BUILDING SETBACK
- LINE NOT TO SCALE



FLOOD ZONE INFORMATION

BY GRAPHIC PLOTTING ONLY, NO PORTION OF THIS PROPERTY IS IN ZONE "A" OR "AE" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 05007C0090J, WHICH BEARS AN EFFECTIVE DATE OF 09/28/2007 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

UTILITY INFORMATION

THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR WAS NOT PROVIDED WITH UNDERGROUND PLANS OR SURFACE GROUND MARKINGS TO DETERMINE THE LOCATION OF ANY SUBTERRANEAN USES.

ZONING INFORMATION

R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL:

SETBACK REGULATIONS:
FRONT - 20'
SIDE - 7' (INTERIOR); 20' (EXTERIOR)
REAR - 25'

PROPOSED USE: SINGLE FAMILY RESIDENTIAL

ALL ADJOINING PROPERTIES ZONED R-1

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

OWNERSHIP INFORMATION

RIVARD MATTHEW & CASEY
APN: 01-04464-000
1105 NW 9TH STREET, BENTONVILLE,
COUNTY OF BENTONVILLE, ARKANSAS 72712

LAND AREA

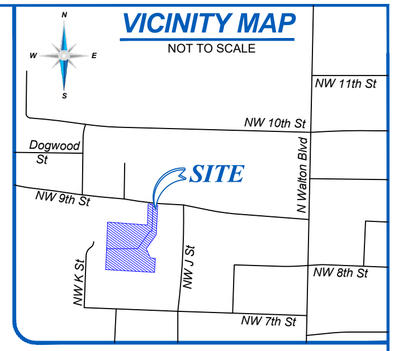
PARENT TRACT (APN: 01-04464-000):
78529 SQ.FT, 1.803 ACRES ±

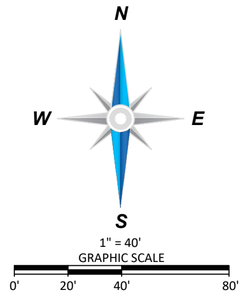
LOT 4:
35675 SQ.FT., 0.819 ACRES ±

LOT 5:
42854 SQ.FT., 0.984 ACRES ±

VICINITY MAP

NOT TO SCALE





BLEW & ASSOCIATES, PA.
CERTIFICATE OF AUTHORIZATION
No. 1534
ARKANSAS

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 8TH DAY OF NOVEMBER, 2022.

REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF ARKANSAS
NO.1659
SIGNATURE
W. GAGNER

IF THE SIGNATURE ON THIS SEAL IS NOT AN ORIGINAL AND NOT BLUE IN COLOR THEN IT SHOULD BE ASSUMED THAT THIS PLAT MAY HAVE BEEN ALTERED. THE ABOVE CERTIFICATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

BLEW & ASSOCIATES, P.A.
Surveying
Engineering
Mapping
3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
EMAIL:SURVEY@BLEWINC.COM
OFFICE: 479.443.4506 ·FAX: 479.582.1883
EMAIL: SURVEY@BLEWINC.COM·WWW.BLEWINC.COM

SURVEYOR JOB NUMBER: 22-10983	**SURVEY DRAWN BY:** CB - 11/08/2022
SURVEY REVIEWED BY: TPN	**SCALE:** 1" = 40'
FOR THE USE AND BENEFIT OF: MATTHEW RIVARD	

SHEET 1 OF 1

COB PROJECT NO.: LS22-0066

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 3C OF TOWNZEN ADDITION; CREATING NEW LOTS 4 & 5 OF TOWNZEN ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES. (PROJECT NUMBER: LS22-0066)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOT 3C OF TOWNZEN ADDITION, creating new LOTS 4 & 5 OF TOWNZEN ADDITION, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on February 7, 2023;

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 3C OF TOWNZEN ADDITION, creating new LOTS 4 & 5 OF TOWNZEN ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

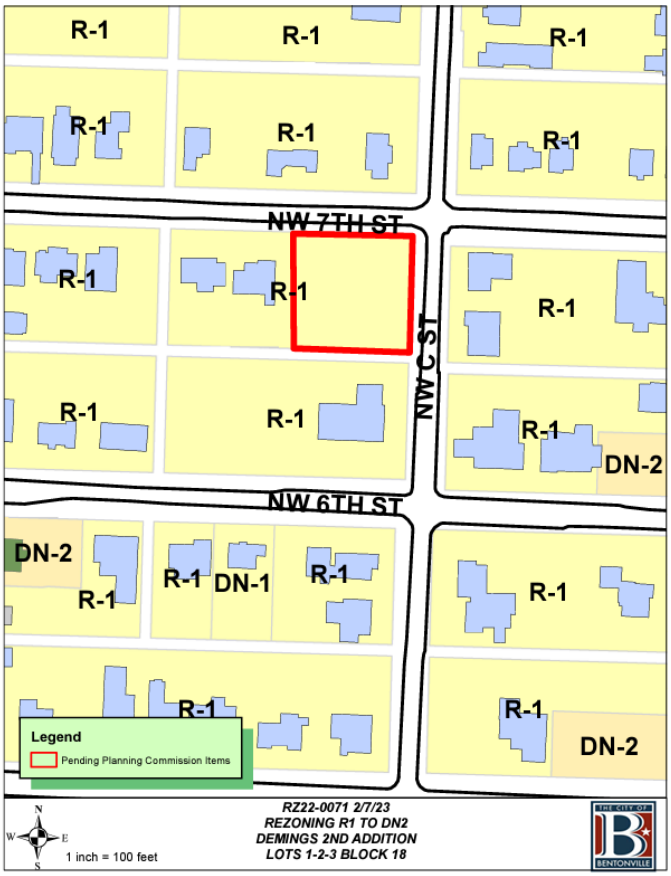
Schuber

609 NW C Street
PC Date: 2/7/2023
Reviewer: Bradley Gavrielides - Planning Technician

Project Number	RZ22-0071
Applicant / Current Owner	Rob Caster / John & Angela Schuber
Site Area	+/- 0.25 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 property is located 609 NW C Street and is currently 3 platted lots. The property is currently zoned R-1, Low Density Single Family Residential with a future land use designation of Medium Density Residential. Adjacent zoning districts are all R-1, Low Density Single-Family Residential while all adjacent future land use designations are Medium Density Residential.

Relationship to the Bentonville Community Plan
The Future Land Use Plan currently shows this property as Medium-Density Residential (MDR), in which the proposed rezoning of DN-2 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.

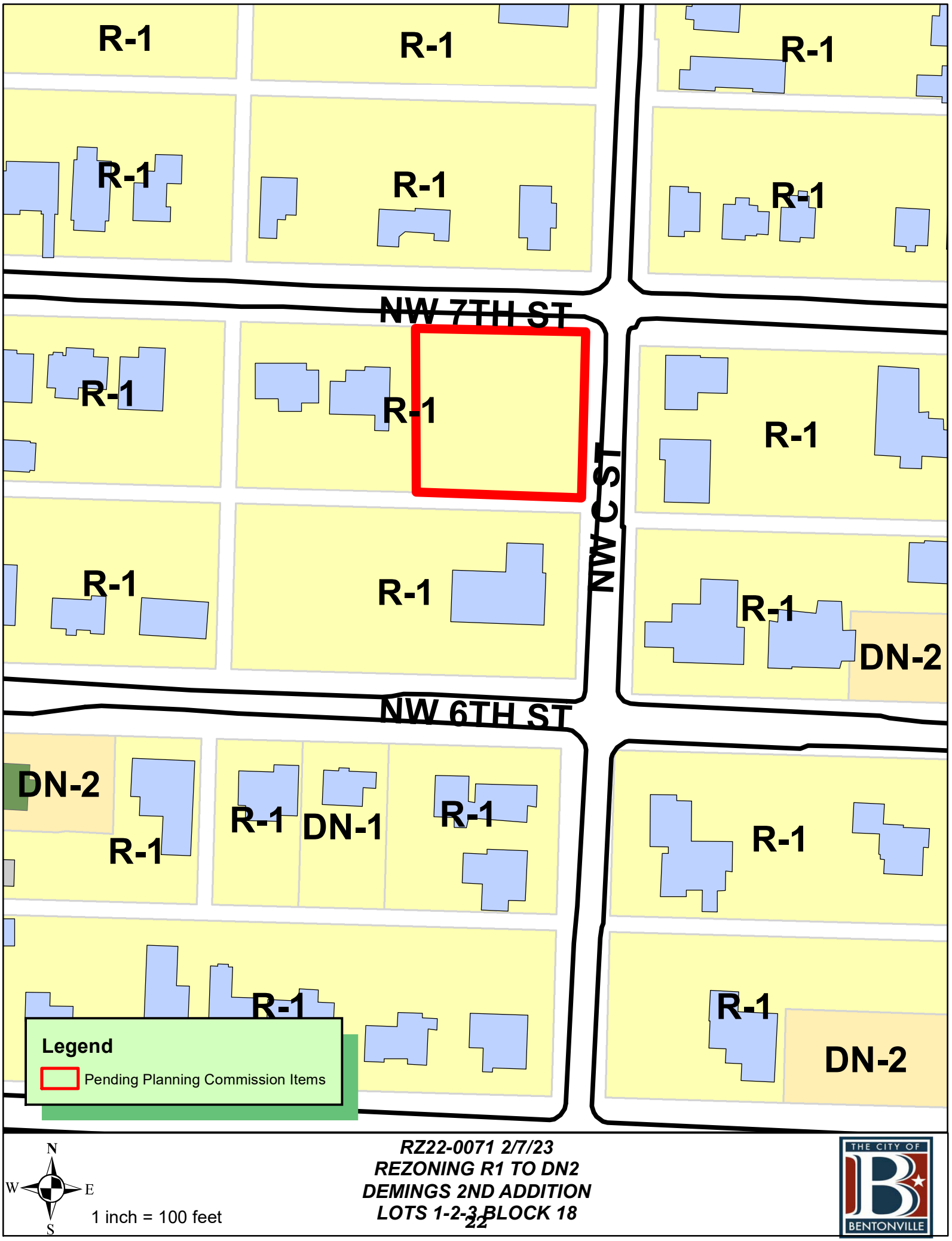
Public Comment
At the time of writing this staff report, staff has not received public comment on this item.

Analysis
The requested DN-2 zoning designation intends to allow for 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 Zoning District Alignment Policy which states that property in Priority Area 1: Downtown Intensification with a Future Land Use Classification of Medium Density Residential should be zoned either DN-2, RC-2, or PRD.

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns, as there are existing DN-2 zoned properties within the immediate area.

Conclusion
This rezoning request is consistent with the Future Land Use Plan and is compatible with surrounding land uses and is in harmony with the vision of the City's Comprehensive Community Plan. Staff recommends approval of the rezoning request.



RZ22-0071 2/7/23
REZONING R1 TO DN2
DEMINGS 2ND ADDITION
LOTS 1-2-3 BLOCK 18

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: RZ22-0071)

WHEREAS, John and Angela Schuber, 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 1, 2 & 3, BLOCK 18 OF DEMINGS 2ND ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT "B", PAGE 24 OF THE BENTON COUNTY RECORDS.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held February 7, 2023 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 _____, 2023.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

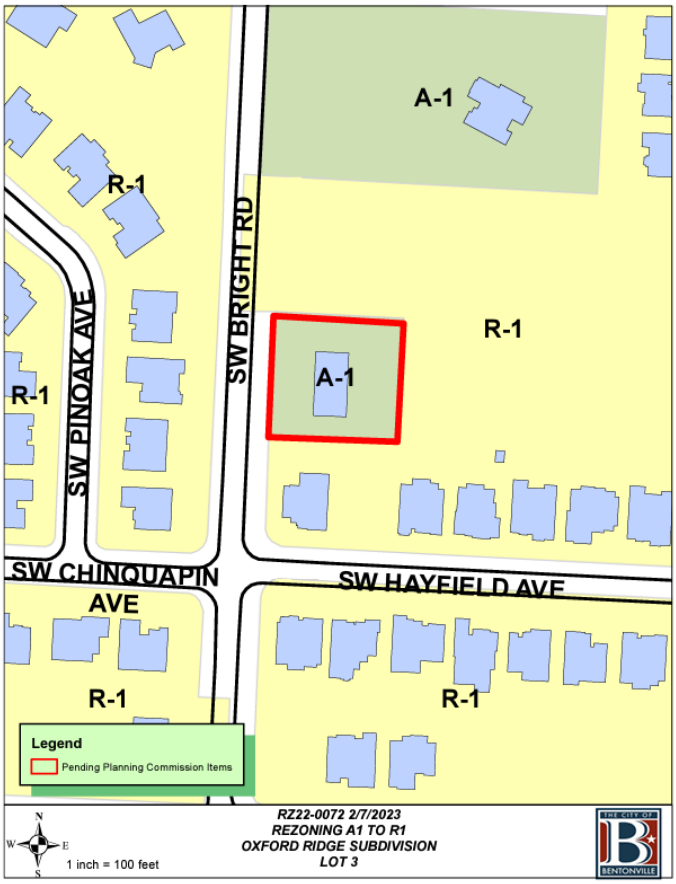
John Hayward

4309 SW Bright Road
PC Date: 2/21/2023
Reviewer: Luke Aitken, Planning Technician

Project Number	RZ22-0072
Applicant / Current Owner	John Hayward
Site Area	+/- 0.56 acres
Current Zoning	A-1, Agricultural
Requested Zoning	R-1, Low Density Single Family Residential
Related Case(s):	None

https://arcg.is/08HvK8

Location Map



Property Description
This property is located at 4309 SW Bright Road. Its adjacent zoning districts are R-1, Low-Density Single Family Residential to the north, south, east, and west.

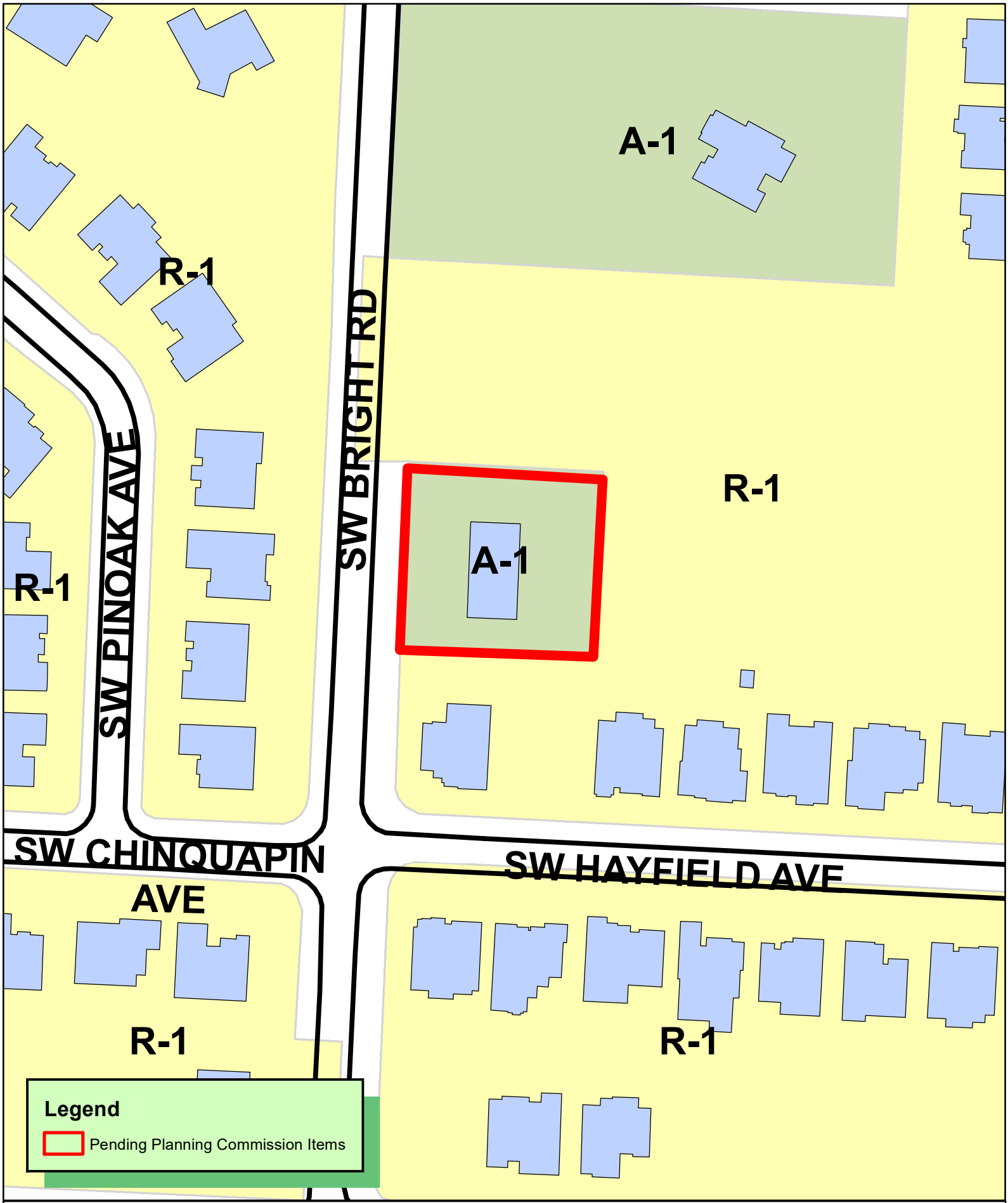
Relationship to the Bentonville Community Plan
The Future Land Use Plan currently shows this property as Low-Density Residential (LDR), in which R-1 zoning is compatible. Low-density residential areas include detached single-family residential properties with a typical density of 3-8 units per acre. 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 2, Infill, as identified in Chapter 4 of the Bentonville Community Plan. This area prioritizes supporting 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 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 consistent with the Future Land Use Map and is consistent with the surrounding development pattern of the area. Infill is a stated goal of the Community Plan, and it is appropriate along SW Bright Road which is classified as a collector street per the master street plan.



N
W E
S

1 inch = 100 feet

RZ22-0072 2/7/2023
REZONING A1 TO R1
OXFORD RIDGE SUBDIVISION
LOT 3

THE CITY OF BENTONVILLE

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: RZ22-0072)

WHEREAS, John Hayward, 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:

LOT 3 OF PART OF THE SE1/4 OF THE SW1/4 OF SECTION 12, TOWNSHIP 19 NORTH, RANGE 31 WEST, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "2004" AT PAGE 1117, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SE1/4 OF THE SW1/4 OF SAID SECTION 12, SAID POINT BEING A FOUND 5/8 INCH REBAR IN THE CENTERLINE OF BRIGHT ROAD, THENCE ALONG SAID CENTERLINE AND THE WEST LINE OF SAID SE1/4 OF THE SW1/4, NORTH 02º27'34" EAST 327.98 FEET, THENCE LEAVING SAID CENTERLINE AND SAID WEST LINE, SOUTH 87º03'44" EAST 40.00 FEET TO A FOUND IRON PIN ON THE EAST RIGHT OF WAY LINE OF BRIGHT ROAD, SAID POINT BEING THE POINT OF BEGINNING, THENCE ALONG SAID EAST RIGHT OF WAY LINE, NORTH 02º27'34" EAST 149.15 FEET, THENCE LEAVING SAID EAST RIGHT OF WAY LINE SOUTH 87º04'53" EAST 162.11 FEET TO A FOUND IRON PIN, THENCE SOUTH 02º11'06" WEST 149.21 FEET TO A FOUND IRON PIN, THENCE NORTH 87º03'44" WEST 162.83 FEET TO THE POINT OF BEGINNING. SUBJECT TO ALL RIGHTS OF WAY, EASEMENTS AND RESTRICTIVE COVENANTS 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 February 7, 2023 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 _____, 2023.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

Bella Terra LLC

SW Sunbrooke St. & SW Regional Airport Blvd.

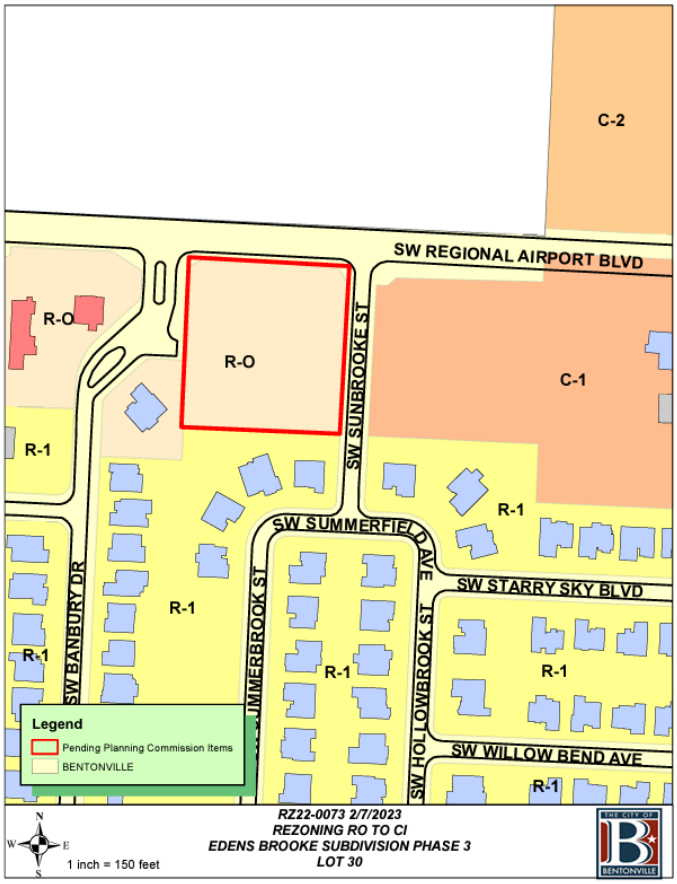
PC Date: 2/7/2023

Reviewer: Bradley Gavrielides - Planning Technician

Project Number	RZ22-0073
Applicant / Current Owner	HCH Consulting / Bella Terra LLC
Site Area	+/- 2.05 Acres
Current Zoning	R-O, Residential Office
Requested Zoning	C-1, Neighborhood Commercial
Future Land Use Map Designation	General Commercial (C)

https://arcg.is/08HvK8

Location Map



Property Description

This request is located along SW Sunbrooke Street. The properties surrounding are currently zoned R-1 zoning directly to the south, R-O zoning to the west and C-1 Zoning to the east.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently shows this property as General Commercial (C), in which the proposed rezoning of C-1 is compatible. 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 offices. 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, though the impacts of parking should be minimized through site design and landscaping.

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

Public Comment

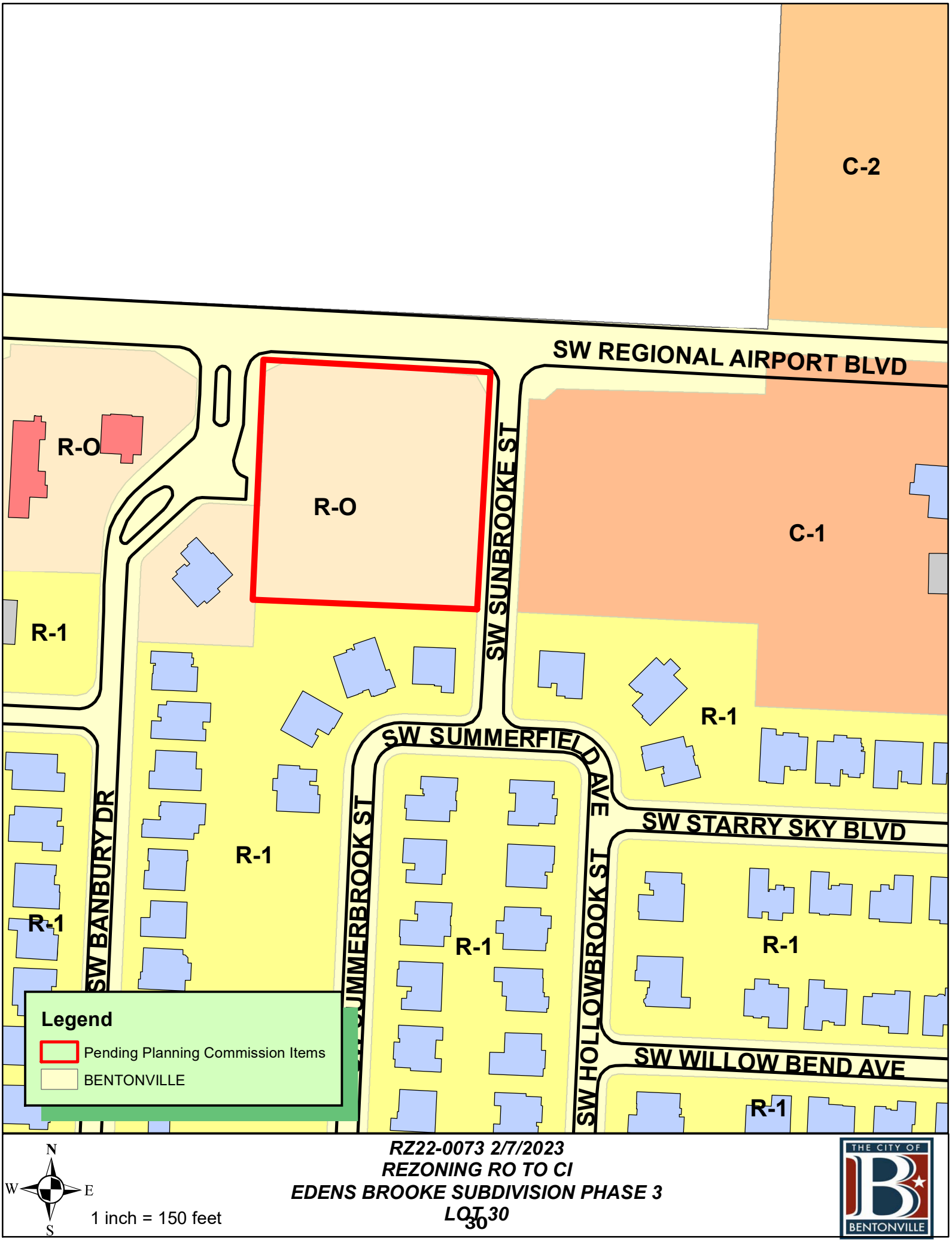
At the time of writing this staff report, staff has not received public comment on this item.

Analysis

The C-1 District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas while maintaining a character in harmony with residential development. To this end, development in the C-1 District should harmonize in terms of form, bulk, height, materials, architecture, and overall design with surrounding residential areas. Signage and lighting should be subdued while landscaping and open space should be maximized. Parking areas should be as inconspicuous as possible as should loading and trash collection areas.

Conclusion

This request is consistent with the Future Land Use Map and is consistent with the transition of R-O properties to C-1 properties in this area.



RZ22-0073 2/7/2023
REZONING RO TO CI
EDENS BROOKE SUBDIVISION PHASE 3
LOT 30

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-O, RESIDENTIAL OFFICE TO C-1, NEIGHBORHOOD COMMERCIAL; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: RZ22-0073)

WHEREAS, Bella Terra, 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-O, RESIDENTIAL OFFICE to C-1, NEIGHBORHOOD COMMERCIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 30, EDEN'S BROOKE SUBDIVISION, PHASE III, TO THE CITY OF BENTONVILLE, ARKANSAS, AS SHOWN ON PLAT OF RECORD IN PLAT RECORD BOOK 2006, AT PAGE 922, PLAT RECORDS OF BENTON COUNTY, ARKANSAS

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held February 7, 2023 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-O, RESIDENTIAL OFFICE to C-1, NEIGHBORHOOD 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 R-O, RESIDENTIAL OFFICE to C-1, NEIGHBORHOOD 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 _____, 2023.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

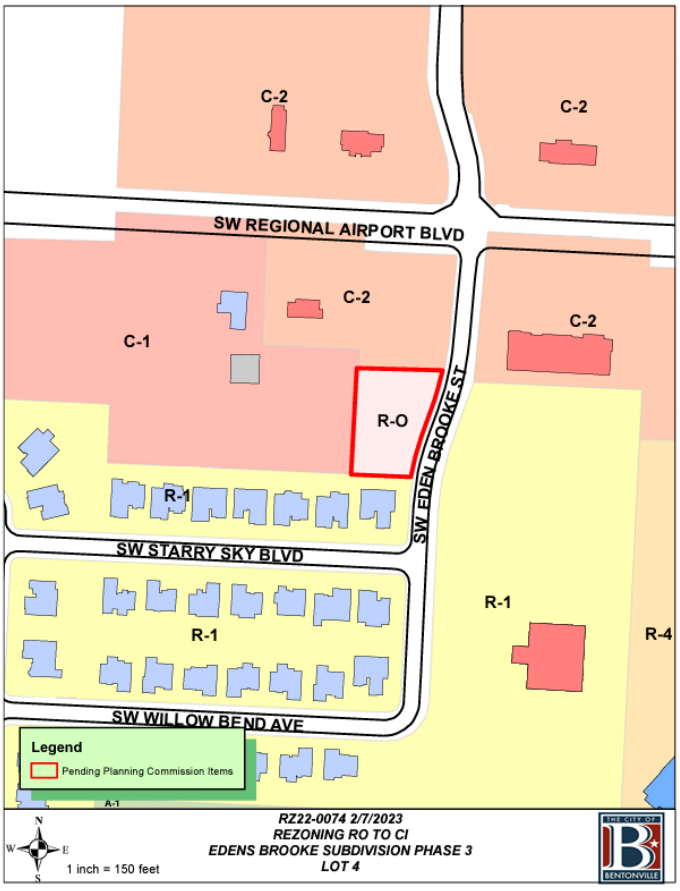
Bella Terra, LLC

SW Eden Brooke Street
PC Date: 2/7/2023
Reviewer: Bradley Gavrielides - Planning Technician

Project Number	RZ22-0074
Applicant / Current Owner	HCH Consulting / Bella Terra, LLC
Site Area	+/- 0.60 Acres
Current Zoning	R-O, Residential Office
Requested Zoning	C-1, Neighborhood Commercial
Future Land Use Map Designation	General Commercial (C)

https://arcg.is/08HvK8

Location Map



Property Description
This request is located along SW Eden Brooke Street. The surrounding properties are currently zoned R-1 to the south and east, C-1 to the West, and C-2 to the north and east.

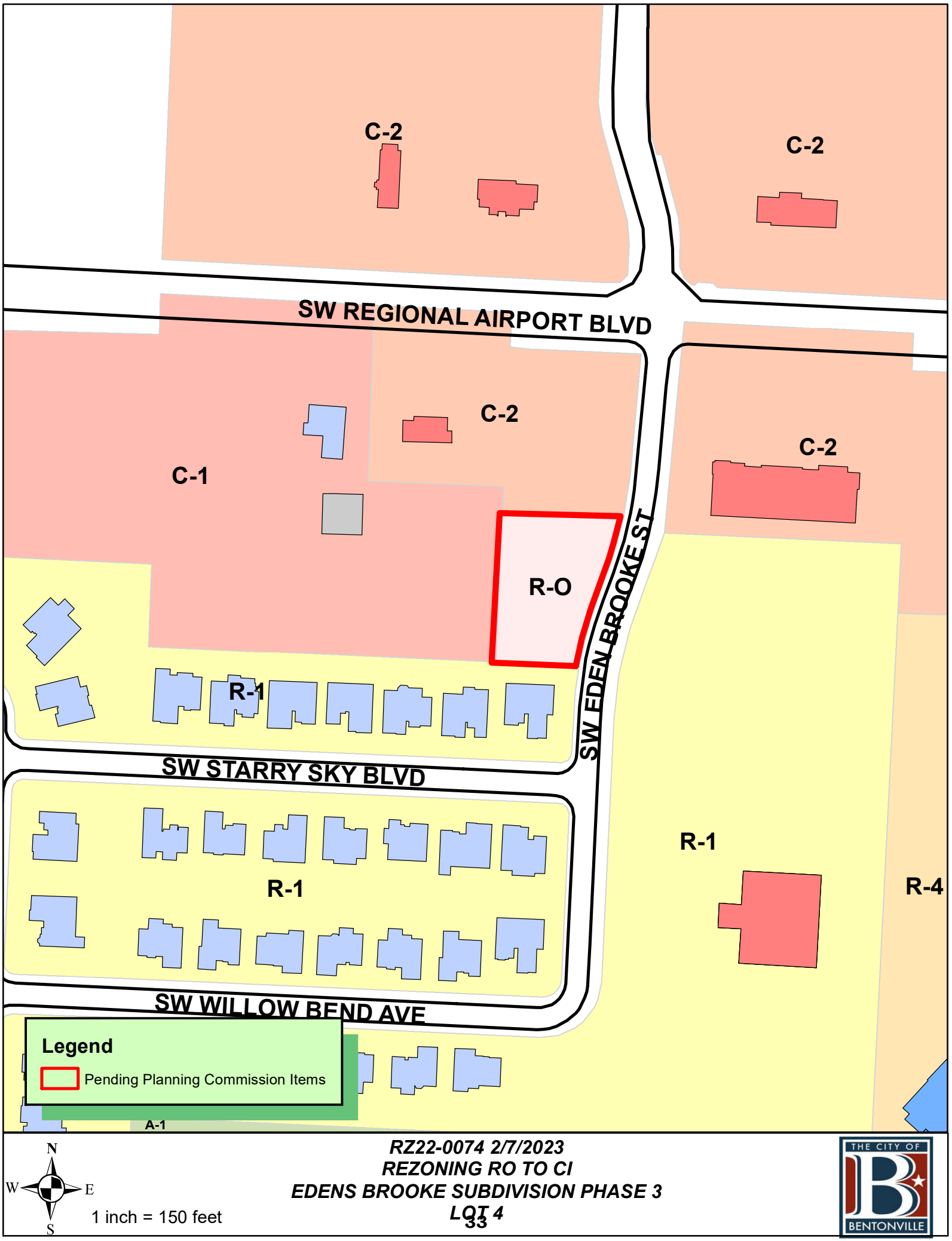
Relationship to the Bentonville Community Plan
The Future Land Use Plan currently shows this property as General Commercial (C), in which the proposed rezoning of C-1 is compatible. General commercial areas include uses that serve both nearby residents and those coming from other parts of the city or region. Appropriate uses in these areas include retail, restaurants, services, and offices. 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, though the impacts of parking should be minimized through site design and landscaping.

This property is located within Priority Area 2, as identified in Chapter 4 of the Bentonville Community Plan. This area supports the development of vacant properties already served 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 C-1 District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas while maintaining a character in harmony with residential development. To this end, development in the C-1 District should harmonize in terms of form, bulk, height, materials, architecture, and overall design with surrounding residential areas. Signage and lighting should be subdued while landscaping and open space should be maximized. Parking areas should be as inconspicuous as possible as should loading and trash collection areas.

Conclusion
This request is consistent with the Future Land Use Map and is consistent with the transition of R-O properties to C-1 properties in this area.



N
W E
S

1 inch = 150 feet

RZ22-0074 2/7/2023
REZONING RO TO CI
EDENS BROOKE SUBDIVISION PHASE 3
LOT 4

THE CITY OF BENTONVILLE

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-O, RESIDENTIAL OFFICE TO C-1, NEIGHBORHOOD COMMERCIAL; AND FOR OTHER PURPOSES. (PROJECT NUMBER: RZ22-0074)

WHEREAS, Bella Terra, 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-O, RESIDENTIAL OFFICE to C-1, NEIGHBORHOOD COMMERCIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 4, EDEN'S BROOKE SUBDIVISION, PHASE II, TO THE CITY OF BENTONVILLE, ARKANSAS, AS SHOWN ON PLAT OF RECORD IN RECORD BOOK 2005, AT PAGE 1183, PLAT RECORDS OF BENTON COUNTY, ARKANSAS

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held February 7, 2023 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-O, RESIDENTIAL OFFICE to C-1, NEIGHBORHOOD 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 R-O, RESIDENTIAL OFFICE to C-1, NEIGHBORHOOD 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 _____, 2023.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

Agenda Item Form

Date of City Council Meeting	**2/14/2023**
Department	**Planning**
Submitted by	**Shelli Kerr**
Phone	**(479)271-6822**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award

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

Appointment of Beckie Seba as ex-officio on the Public Art Advisory Committee. This will be Mrs. Seba's first term that begins January 1, 2023 and expires December 31, 2024.

Estimated Cost	**$**
Is this Item Budgeted?	☐ Yes ☐ No

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

MEMO

To: City Council Members and City Clerk
From: Stephanie Orman, Mayor
CC date: February 14, 2023
RE: Appointment of Beckie Seba as ex-officio member of the Public Art Advisory Committee

I recommend Beckie Seba for appointment to serve as the ex-officio member for the City's Public Art Advisory Committee.

This will be Mrs. Seba's first two-year term, beginning January 1, 2023 and expiring December 31, 2024.

SO

Stephanie Orman

Agenda Item Form

Date of City Council Meeting	**2/14/2023**
Department	**Planning**
Submitted by	**Shelli Kerr**
Phone	**(479)271-6822**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award

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

Reappointment of Kate Schaffer to Position 4 on the Public Art Advisory Committee. This will be her second term that begins January 1, 2023 and will expire on December 31, 2025. Memo and request for reappointment attached.

Estimated Cost	**$**
Is this Item Budgeted?	☐ Yes ☐ No

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

MEMO

To: City Council Members and City Clerk
From: Stephanie Orman, Mayor
CC date: February 14, 2023
RE: Re-Appointment of Kate Schaffer to the Public Art Advisory Committee

I recommend Kate Schaffer for re-appointment to Position 4 on the Public Art Advisory Committee.

This will be Mrs. Schaffer's second term that begins January 1, 2023 and will expire on December 31, 2025.

SO
Stephanie Orman

From: Kate Schaffer
To: Shelli Kerr
Subject: reappointment
Date: Friday, January 13, 2023 1:38:48 PM

Dear Shelli,

I have thoroughly enjoyed my tenure on the Public Arts Commission for Bentonville. Getting to promote and enhance the public arts in this community and celebrate what it does for our area is a passion of mine. I would be honored to serve another term as a PAAC member!

Thank you,
Kate Schaffer

Agenda Item Form

Date of City Council Meeting	**2/14/2023**
Department	**Water Resource Recovery Facility (WRRF)**
Submitted by	**Chris Earl**
Phone	**(479) 696-0273**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

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

Ordinance requesting a waiver of bid for the purchase of an 85hp pump for our McKissic Lift Station. The new pump cost is quoted at $81,630.00 plus $7,754.85 tax, bringing the total cost to $89,384.85. This item was approved by Utility Board 5-0. This is a budgeted item.

Estimated Cost	**$89,384.85 including tax**
Is this Item Budgeted?	☑ Yes ☐ No

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

Waiver of Bid Request

Date of City Council Meeting	**2/14/2023**
Department	**Water Resource Recovery Facility**
Submitted by	**Chris Earl**
Phone	**479-696-0273**

Vendor	**Jack Tyler Engineering, Inc**
Total Cost	**$89,384.85 taxes included**

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

Staff is requestinga waiver of bid for the purchase of an 85hp pump for the McKissic lift station. The new pump is quoted at $81,630.00 plus $7,754.85 taxes bringing the total cost to $89,384.85, shipping is included in the cost. We have a 12-16 week lead time on this item. This item was approved by Utility Board 5-0.

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

Jack Tyler Engineering is the Sole Source Representative for the state of Arkansas for Flygt equipment.

MEMO

To: City Council Members/Mayor Orman

CC: Mike Bender/Preston Newbill

From: Chris Earl, WRRF Manager

Date: February 14, 2023

Re: Staff is requesting a waiver of bid for the purchase of an 85 hp pump for our McKissic lift station. The new pump cost is quoted at $81,630.00 plus $7,754.85 in taxes, bringing the total cost to $89,384.85, shipping is included in the price, with a 12–16-week lead time. Jack Tyler Engineering is the Sole Source representative for Flygt pumps in the state of Arkansas. Attached is the Sole Source letter from Xylem stating that Jack Tyler of Arkansas is the Sole Source representative.

This is a budgeted item; this item will also replenish our full stock of spare 85hp pumps at this station.

This item was approved by Utility Board 5-0.

Thank you for your consideration of this request.

Xylem Inc.
4828 Parkway Plaza Blvd.
Charlotte, NC 28217

December 29, 2022

TO: Whom it may concern:

RE Xylem Brand Products

Please be advised that Jack Tyler Engineering, Inc. with offices in Little Rock, Ashdown, and Springdale, AR. is the only authorized Distributor and service Center for **Flygt**, **MultiTrode, YSI, Godwin, and WEDECO** products manufactured by Xylem Inc. for the State of Arkansas. **Flygt**, **MultiTrode** and **YSI** only for the following counties in Texas.
Lamar, Red River, Delta, Hopkins, Franklin, Titus, Morris, Cass, Rains, Camp, Wood, Upshur, Marion, Harrison, & Greg.
Their staff is properly trained to provide you with the best possible service available.
Thank you for your interest in Xylem Products, Controls and Services.
Please call if we can be of any further assistance.

Sincerely,

[redacted]

Chris Stanton
Channel Account Manager
Flygt & Flygt AC Products
chris.stanton@xylem.com

JACK TYLER ENGINEERING, INCORPORATED

6301 S UNIVERSITY AVENUE, LITTLE ROCK, ARKANSAS 72209
(501) 562-2296 FAX (501) 562-4273 WATTS 1-800-562-2296

QUOTATION NUMBER: SJ12023A **QUOTATION DATE:** January 20, 2023 **PAGE:** 1 **OF** 2

TO: City of Bentonville, AR
McKissic Pump Station

COPIES: Stephen Eoff
James Spann
Cory Gray

ATTN: Joshua Epling

Phone: 479-696-0296
Email: jepling@bentonvillear.com

ITEM 1: McKissic Pump
Xylem FLYGT model NP3301.185-0126 – NP464-6 85/460/3 50' FLS FV submersible pump with N impeller technology, 85HP 460 volt three phase motor suitable for inverter service, 50ft of cable, Flygt Leak Sensor, drilled and tapped for a Mix/Flush Valve. Includes MiniCAS and socket.

PRICE EACH.....$ 81,630
DELIVERY: 12-16 Weeks, ARO
FOB POINT: Shipping Point; Standard Freight

*****NOTE: ANY APPLICABLE SALES TAXES ARE NOT INCLUDED IN QUOTED PRICE.**

Thank you for the opportunity to quote on your requirements. If we may be of further assistance, please do not hesitate to contact me at scott@jteng.com or 479-806-8970.

Very truly yours,

JACK TYLER ENGINEERING, INCORPORATED

Scott Jones
Senior Sales Representative

JACK TYLER ENGINEERING, INCORPORATED
6301 S UNIVERSITY AVE, LITTLE ROCK, ARKANSAS 72209
(501) 562-2296 • FAX (501) 562-4273 • ARKANSAS WATS 1-800-562-2296

STATEMENT OF TERMS AND CONDITIONS

TERMS/PAYMENTS: Our terms of payment are net cash 15 days from date of the invoice subject to Seller's prior credit approval. If the Buyer shall fail to make any payments in accordance with the terms and conditions of sale, the Seller, in addition to its other rights and remedies, but not in limitation thereof, may, at its option, without prior notice, cancel this order as to any undelivered products or defer shipments or deliveries hereunder, or under any other agreement between Buyer and Seller, except upon Seller's receipt of cash before shipment or such security as Seller considers satisfactory. Seller reserves the right to impose an interest charge of 16% on the balance of each invoice not paid on its due date for the period from the due date to the date of receipt of payment by Seller. In the event Buyer's failure to make timely payments to Seller results in Seller incurring additional costs, including but not limited to collection expenses and attorneys' fees, said costs shall be added to the amount due Seller from Buyer. Buyer shall have no right to any discount or retainage and shall not withhold payment as a set-off on Seller's invoice in any amount. Visa, MasterCard, Discover, and American Express credit card purchases are accepted.

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

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

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

SPECIAL NOTE:

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

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

WARRANTY:

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

An electronic copy of the latest version is available online at www.jteng.com.

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF AN 85 HP PUMP FOR THE MCKISSIC LIFT STATION; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, NOT TO EXCEED EIGHTY-NINE THOUSAND THREE HUNDRED EIGHTY-FOUR DOLLARS AND EIGHTY-FIVE CENTS ($89,384.85), WITH JACK TYLER ENGINEERING FOR THIS PURCHASE; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Water Utilities Department requests to purchase an 85 hp pump for the Mckissic Lift Station;

WHEREAS, Jack Tyler Engineering is the sole source representative for Flygt pumps in State of Arkansas; and

WHEREAS, this agreement will be funded with budgeted monies.

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 Jack Tyler Engineering, for the purchase of an 85 hp pump for the Bentonville Water Utilities Department, in an amount not to exceed eighty-nine thousand three hundred eighty-four dollars and eighty-five cents ($89,384.85), taxes included;

Section 2: This purchase will be made using budgeted funds;

Section 3: 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 the purchase of an 85 hp pump for the Bentonville Water Utilities Department;

Section 4 - Emergency Clause: The need to make this purchase is immediate, 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 5 - 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 6 - 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 _____, 2023.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

Attest:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**2/14/2023**
Department	**Water Department**
Submitted by	**Beau Thompson**
Phone	**479-271-3140**

Item Type: (*Check Applicable Item Type)*

☑ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☑ Bid Award

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

Ordinance requested to waive the requirements of competitive bidding to purchase one (1) Chevrolet 1500 crew cab truck from Superior Chevrolet Buick GMC, for a total amount of $39,910.00 and to adjust the Budget by $4,910.00. Utility Board approved this item 5-0. Budget adjustment for increased cost.

Estimated Cost	**39,910.00**	*$35,000.00 budgeted; $4,910.00 budget adjustment*
Is this Item Budgeted?	☑ Yes ☑ No	

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

Utility Fund Reserves (surplus realized in capital accounts in 2022 that cover the $4,910 adjustment)

Budget Adjustment Request

Date of City Council Meeting	**2/14/2023**
Department	**Water Department**
Submitted by	**Beau Thompson**
Phone	**(479) 271-3140**

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

Due to multiple cancelled truck orders in 2022 we are currently having to purchase a 2023 chevrolet. The budgeted amount in 2022 was $35,000.00. The cost in 2023 is $39,910.00. We are requesting to use $4,910.00 from Utility Fund Reserves. The Water Department recognized budget surplus in various capital accounts in 2022 that cover the $4,910.00. Utility Board approved this item 5-0.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
503020	47420	Vehicles		$ 4,910.00
		Totals	$ -	$ 4,910.00
		Net Impact on Fund Balance	$	(4,910.00)

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

Memo

To: City Council

From: Beau Thompson

CC: Mike Bender

Date: February 14, 2023

Re: Truck

Ordinance to waive the requirements of competitive bidding to purchase one (1) Chevrolet 1500 crew cab truck from Superior Chevrolet Buick GMC, for a total amount of $39,910.00 and to adjust the Budget by $4,910.00. This was a budgeted item in 2022 for $35,000.00, however the State bid order was cancelled twice. The cost of a 2023 crew cab truck is $39,910.00. The budget adjustment will be for $4,910.00.

The original order was placed in December 2021 and cancelled by Chrysler in March 2022. The second unit was ordered from a different dealer in March 2022, then cancelled by Chrysler in January 2023. Both of the orders were from the state bid list. Due to the current vehicle market and the cancellations already experienced, it is not practical to solicit competitive bids.

Utility Board approved this item 5-0.

Thank you for your consideration of this request.

Beau Thompson

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH SUPERIOR CHEVROLET BUICK GMC, FOR THE PURCHASE OF ONE (1) 2023 CHEVROLET 1500 CREW CAB TRUCK IN THE AMOUNT OF THIRTY-NINE THOUSAND NINE HUNDRED TEN DOLLARS ($39,910.00); WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; ADJUSTING THE 2023 BUDGET TO APPROPRIATE FOUR THOUSAND NINE HUNDRED TEN DOLLARS ($4,910.00) FROM UTILITY FUND RESERVES TO ACCOUNT #503020-47420 - VEHICLES; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Water Department needs one (1) 2023 Chevrolet 1500 crew cab truck;

WHEREAS, due to prior State bid orders being cancelled, the City of Bentonville Water Department is needs to purchase a 2023 model utilizing rolled forward 2022 budgeted funds in the amount of thirty-five thousand dollars ($35,000.00);

WHEREAS, a budget adjustment is being requested in the amount of four thousand nine hundred ten dollars ($4,910.00) from the Utility Fund Reserves; and

WHEREAS, due to the current vehicle market and previous cancellations, soliciting bids is not feasible.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Superior Chevrolet Buick GMC for the purchase of one (1) 2023 Chevrolet 1500 crew cab truck in the amount of thirty-nine thousand nine hundred ten dollars ($39,910.00);

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 the purchase of a Chevrolet 1500 crew cab;

Section 3: The 2023 Budget is adjusted to appropriate four thousand nine hundred ten dollars ($4,910.00) from Utility Fund Reserves to Account #503020-47420 – Vehicles;

Section 4 - Emergency Clause: The need to make this purchase is immediate 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 5 - 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 6 - 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 _____, 2023.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**2/14/2023**
Department	**Water Department/Sewer Rehab**
Submitted by	**Kevin Alsup**
Phone	**(479) 271-3140**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☑ Bid Award

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

Resolution accepting a bid award to Superior Automotive Group for the purchase of two Ram 5500 Crew Cab 4X4 trucks with service bodies installed. Utility Board Approved 5-0. This is a budgeted item.

Estimated Cost	**$179,390**
Is this Item Budgeted?	☑ Yes ☐ No

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

Memo

To: City Council

From: Kevin Alsup

cc: Preston Newbill, Mike Bender

Date: February 14th, 2023

Re: (2) Ram 5500 Crew Cab 4X4 With Service Bodies

Staff recommends a bid award to Superior Automotive Group of $179,390 for the purchase of two 2023 Dodge 5500 Crew Cab trucks with service bodies installed.

The purchase of these two crew trucks is an approved 2023 budget item and will replace two existing crew trucks. One out of Water Department unit #3020-22 and one out of Sewer Rehab Department unit #3040-17. The 2023 Budget includes $90,000 for each truck in each department's budget and these fell below the budget amount.

Utility Board approved 5-0.

Thank you for your consideration of this request.

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	**2/3/23**	**Time of Bid Opening:**	**9:45 AM**	**Solicitation ID Number:**	**IFB-23-08**

Solicitation Title: TWO (2) 2023 RAM 5500 CREW CAB AND CHASSIS 4X4 WITH SERVICE BODY, AS SPECIFIED, OR EQUIVALENT

		Bidder:	**Superior Automotive Group**	
Line Item	**Quantity (Unit of Measure = EA)**	**Description**	**Unit Price**	
1	1	2023 RAM 5500 CREW CAB AND CHASSIS 4X4 WITH SERVICE BODY, AS SPECIFIED	$89,695.00	
2	1	2023 RAM 5500 CREW CAB AND CHASSIS 4X4 WITH SERVICE BODY, AS SPECIFIED	$89,695.00	

purchasing@bentonvillear.com - (479) 271-3115

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

FOR PUBLICATION

PUBLICATION DATES: JANUARY 15, 2023

NOTICE TO BIDDERS

TWO (2) 2023 RAM 5500 CREW CAB AND CHASSIS 4X4 WITH SERVICE BODY, AS SPECIFIED, OR EQUIVALENT

Invitation For Bid (IFB)-23-08

The City of Bentonville is accepting formal sealed bids for the one-time purchase and delivery of two (2) 2023 RAM 5500 Crew Cab and Chassis 4x4 with Service Body, as specified, or equivalent for the City of Bentonville Water & Sewer Rehab Departments.

The City reserves the right to cancel this request at any time in accordance with the City's best interest, to reject any Bid received, and to waive irregularities in accordance with the City's best interest.

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

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

Bidders who wish to deliver a Bid Submission prior to the Bid Opening date/time may do so by delivering the Bid Submission to the Purchasing Department located at the address below. Bidders may also choose to deliver their Bid Submission at the Public Bid Opening, but must do so prior to the Public Bid Opening time.

There will be a Public Bid Opening for IFB-23-08 held at 1:45 PM CST on Tuesday, January 31, 2023; the Bid Opening will be held at the City of Bentonville Administrative Services Building-Purchasing Department, in Room A239 on the 2nd floor, located at 1000 SW 14th Street Bentonville, AR 72712. All Bid Submissions must be received by Purchasing prior to the Public Bid Opening time. Late and unsigned Submissions will be rejected, without exception. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location on or before the Bid Opening date and time. Responses received after the designated Bid Opening date and time will be considered late and will be rejected.

Questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline to submit questions related to this Invitation is January 25, 2023, at 4:30 PM CST.

DEPARTMENT RESPONSIBLE FOR ADVERTISING COSTS: ADMINISTRATION

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

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-23-08	**Date of Issuance:**	JANUARY 15, 2023
Description:	TWO (2) 2023 RAM 5500 CREW CAB AND CHASSIS 4X4 WITH SERVICE BODY, AS SPECIFIED, OR EQUIVALENT		
Requesting Department:	CITY OF BENTONVILLE WATER & SEWER REHAB DEPARTMENTS		
Purchasing Department (Buyer):	ANDREA TREVISAN		
Pre-Bid Meeting Information:	NO PRE-BID MEETING SCHEDULED FOR THIS SOLICITATION		
Bid Bond Requirement:	NO BID BOND REQUIRED		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	**JANUARY 31, 2023 AT 1:45 PM CST**
Bid Opening Location:	**City of Bentonville Administrative Services Building** Bid Opening Room – 2nd Floor – Room A239 1000 SW 14th Street Bentonville, AR 72712

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

Deadline for Submission of Requests for Information, Questions or Clarifications:	January 25, 2023 – 4:30 PM CST
Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.	

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

EXECUTION OF BID PAGE (REQUIRED)

Upon signing this Bid, the Bidder certifies that he/she has read and agrees to the requirements set forth in this Bid proposal including specifications, conditions and pertinent information regarding the articles being Bid on, and agrees to furnish these articles at the prices stated. All information on this page must be completed.

Unsigned Bids will be rejected - no exceptions.

Name of Firm: Superior Automotive Group **Phone Number:** 479-393-8282

Business Address (Full Street/City/State/Zip): 504 Hwy 412 E - Siloam Springs, AR 72761

Is this address able to accept mail deliveries (for the purpose of returning Bid bonds etc.): ___Yes X No

Name of Contact Person: Jeff Lee **Email:** jlee@drivesuperior.com

Signature of Authorized Person [redacted] **Date:** 1-27-2023

Printed or Typed Name: Jeff Lee **Title:** Fleet Sales Manager

Arkansas Contractor's License Number: _____ **(Not required unless specified)**

Sales or Use Tax ID Number: 27-0015456

Bid Bond Included: ___Yes X **No (only required if specified in this IFB Document)**

[This space has been intentionally left blank]

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

SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is for the one-time purchase and delivery of two (2) 2023 RAM 5500 Crew Cab and Chassis 4x4 with Service Body, as specified, or equivalent.

2. REQUIRED RESPONSE DOCUMENTS

The following documents must be complete to provide a complete Bid response package:

- Invitation for Bid (IFB) document, all response fields complete.

3. APPENDIXES

- **APPENDIX A: VENDOR DISCLOSURE** (REQUIRED RESPONSE DOCUMENT)
- **APPENDIX B: NON-COLLUSION AFFIDAVIT** (REQUIRED RESPONSE DOCUMENT)
- **APPENDIX C: SPECIFICATIONS** (REQUIRED RESPONSE DOCUMENT)

SECTION 2: REQUIREMENTS, TERMS & CONDITIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. GUARANTEE OF BID

Bidders may not withdraw their Bids for a period of sixty (60) days after the Public Bid Opening. The City of Bentonville has sixty (60) days from the Bid Opening date in which to evaluate Bids and recommend award to City Council if it is determined to be in the City's best interest. Bidders may only withdraw their Bids in accordance with the Terms and Conditions herein.

2. BONDS

A. BID BOND (BID GUARANTEE)

Bidders are required to include a Bid Bond as specified when the 'Bid Bond Required' field below has an "x" mark or when otherwise required in this document.

___Bid Bond Required _X_Bid Bond Not Required for this Solicitation

All Bids must be accompanied by a Bid Bond/Bid Guarantee in the form of a Bid bond, certified check, or cashier's check in the amount of **(NA)**, payable without condition to the City of Bentonville. The Bond shall not have an expiration date of less than the number of days specified in the Guarantee of Bid section of this IFB document. Personal checks and company checks are NOT acceptable as a Bid guarantee.

[This space has been intentionally left blank]

B. PERFORMANCE & PAYMENT BOND

The awarded Bidder is required to submit Performance and Payment Bonds at the time of Contract signing when the 'Performance & Payment Bonds Required' field below has an "x" mark or when otherwise required in this document.

___Performance and Payment Bond Required _X_Performance and Payment Bond Not Required for this Solicitation

The awarded Bidder shall furnish Performance and Payment Bonds after the Notice of Award is issued and upon the time of signing the binding Contract, each in an amount at least equal to the Total Bid Price as security for the faithful performance and payment of all of the awarded Bidder's obligations under this Invitation for Bid and the awarded binding Contract. These Bonds shall remain in effect for a period of one (1) year after a formal Completion of Work Notice is issued by the City.

C. BONDS – GENERAL

All bonds shall be executed by such sureties as are named in the list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Management Service, Surety Bond Brand, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

If the surety on any bond furnished by the awarded Bidder is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of set forth herein, the awarded Bidder shall promptly notify the City and shall, within twenty (20) days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements set forth herein.

All bonds and insurance required by this Invitation for Bid and by the binding contract documents executed after the Notice of Award, to be purchased and maintained by the awarded Bidder, shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the work defined herein is to be performed.

3. WARRANTIES

The awarded Bidder shall assume that the City prefers all work (workmanship and materials) and/or items furnished to the City to be warrantied and shall furnish any and all applicable workmanship/material/product warranties to the City.

Bidders shall respond when required in the Warranties portion of the Specifications Section in this IFB Document.

[This space has been intentionally left blank]

4. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable Federal and State Laws, and the rules and regulations of all authorities having jurisdiction over the construction of the project or the purchase or sale of the item(s) shall apply to the contract throughout, and they will be deemed to be included herein and in any awarded contract the same as though herein written out in full.

5. ENCOURAGEMENT FOR PARTICIPATION

Pursuant to Arkansas Code Annotated § 22-9-203, the City encourages all qualified small, minority owned, and women owned business enterprises to submit Bids for capital improvements. Encouragement is also made to all general (prime) contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.

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

6. QUESTIONS/REQUESTS FOR INFORMATION (RFIs)/REQUESTS FOR CLARIFICATION (RFCs)/ADDENDA

All questions or requests related to this Invitation for Bid shall be directed solely to the Purchasing Department via written communication only, via one of the methods below. A copy of the question and the City's response will be distributed to all known document holders via an 'RFI (Request for Information) Response' or via Addenda (Addendum 1, 2 etc.).
All questions should reference the IFB number when submitted
Submit Via Email: purchasing@bentonvillear.com
Submit Via Mail: City of Bentonville Administrative Service ATTN: Purchasing Office (solicitation number) 1000 SW 14th Street Bentonville, AR 72712
For Phone Calls: (479) 271-3115

The Purchasing Department will not respond to or otherwise acknowledge requests received after the deadline for submission of these requests stated herein. Questions requesting the Bid Opening date, Bid Bond requirement, and other details clearly outlined herein will not be included in RFI Responses or Addenda unless there are changes in the information after the Advertisement has published.

NOTE: No information communicated verbally or in any other form than a formal RFI Response or Addendum shall be considered firm or contractual; only information contained herein or otherwise in an RFI Response or Addendum shall be contractual.

Bidders are required to acknowledge any Addenda issued in their Bid Submission, per the requirements in the Addendum.

[This space has been intentionally left blank]

7. EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

Whenever these specifications mention an item by name and use specific descriptions as reference thereto (such as model, part, brand names etc.), it is intended to convey to the Bidder an understanding of the standard of excellence required. Items that Bidders believe to be of equal type, quality, and size that will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required function in accordance with these specifications may be offered. Bids containing items proposed as equivalent (or alternate) shall clearly describe the equivalent (or alternate) article being offered and indicate how it differs from the City's original specification and how it conforms to the specification. Descriptive literature or manufacturer's specifications, in addition to any supplemental information necessary for comparison purposes should also be submitted with the Bid. It is the Bidder's responsibility to demonstrate to the City that an equivalent (or alternate)/substitute offer is equivalent to and meets the standard of quality indicated by the City's specifications. The City of Bentonville shall have the final approval of whether a substitute (or alternate) item is equal to the item specified. Submitting false claims that an item is 'as specified' when the item is an alternate or is otherwise not conforming to the specification shall be considered a lack of responsibility and the Bid from that Bidder may be rejected.

8. INDEMNIFICATION

Due to the City statutory tort Immunity, the City does not carry liability insurance for such claims. Accordingly, any contract entered into with the awarded Bidder may not include a clause in which the City agrees that it or its' officials or employees will indemnify the other party.

The awarded Bidder agrees to indemnify the City and hold it harmless against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the service or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.

9. DAMAGES

Any damage occurring to City (public) or private property within the worksite area(s) or otherwise out of the awarded Bidders performance of this Contract shall be corrected at the awarded Bidder's expense.

The awarded Bidder shall be responsible for maintaining the job site and keeping it clean and orderly. Failure to maintain the cleanliness and orderliness of any job site in relation to this Invitation for Bid shall be considered a service failure, and may result in the City employing City forces for the purpose of job site cleanup and organization. Any costs the City incurs for the purpose of correcting the awarded Bidder's service failure will be deducted from the monies due to the awarded Bidder.

Any damages which occur during the performance of the services described herein shall be immediately communicated to the City's contact, or designated assignee and repaired at the awarded Bidder's expense.

10. PAST PERFORMANCE/REFERENCES

The City reserves the right to request references and to contact those references as part of the evaluation of Bids submitted to this Invitation for Bid. The City reserves the right to use the information gained from contacting references or from reviewing a Bidder's prior performance with the City in the evaluation of Bids, including but not limited to evaluating a Bidder's prior performance of the same or similar scope of work or delivery of items for the City or any other entity for whom the Bidder has performed work. The City reserves the right to request additional information from the apparent low Bidder if it is deemed to be in the City's best interest, and use that information in the evaluation for award based on what is in the City's best interest.

11. TOBACCO PRODUCTS AND LITTERING

The use of tobacco products is only permitted in designated areas marked with proper cigarette disposal containers on site. No disposal of tobacco products or littering of any kind shall be tolerated on the work premises or during performance of work for the City.

12. ARKANSAS FREEDOM OF INFORMATION ACT (FOIA)

By submitting a Bid in response to this IFB, Bidder acknowledges and understands that the City is subject to the Arkansas Freedom of Information Act (FOIA) and City contracts and documents prepared while performing City work are subject to this Act. In the event that a FOIA request is presented to the City, the awarded Bidder agrees to do everything possible to provide any requested documents that they may be in possession of in a prompt and timely manner as prescribed in A.C.A. §25-19-101.

13. BIDDER'S DOCUMENTS

The only terms and conditions that will become part of the award/awarded Contract are those documents issued by the City as part of this IFB, or documents furnished by the awarded Bidder (such as a contract) that are in accordance with the terms and conditions contained in this IFB and/or are approved for Mayor's signature by the City's Legal Department.

Bidder's inclusion of their terms and conditions or other types of documents containing terms and conditions regarding payment, invoicing, indemnification or any other type of term are not accepted based on inclusion in the Bid Submission and will not be acknowledged as conditions to the Bid. No conditional bids will be accepted.

Bidders are required to use ONLY the prescribed City forms in their Bid Submission unless Bidder has included additional information for the City's consideration of an 'equivalent'/'alternate' item (i.e. product data sheets etc. are acceptable).

[This space has been intentionally left blank]

14. INVOICING

The awarded Bidder shall provide an invoice to the City for review and approval prior to payment. The City will not pay from any document other than an invoice (i.e. payments will not be processed based on contracts etc.).

The invoicing option(s) available to Bidders for this IFB are indicated below by an "x" mark in the option(s) available.

___Invoice upon 100% completion (As approved by the City)

___Progress invoicing (Payment will be made only for actual work completed and approved by the City and/or for materials stored on the City's worksite)

_X__Invoice upon delivery (Payment within 14 days)

_X__Invoice 14 days prior to delivery for payment upon delivery (All product(s) or work must be approved by an authorized City of Bentonville employee prior to payment being furnished).

Payment will not be made for incomplete work or for item(s) delivered out of spec (not as specified). Any return or correction shall be at the awarded Bidder's expense. The City reserves the right to cancel an order due to receiving out of spec item(s) or request a replacement, whatever is in the City's best interest.

Unless otherwise specified, invoices will be paid within fourteen (14) days of receipt of an approved invoice.

All invoices should be submitted to the City of Bentonville Accounts Payable Office, address and email below:

City of Bentonville Administrative Services
ATTN: Accounts Payable
1000 SW 14th ST
Bentonville, AR 72712
accountspayable@bentonvillear.com

15. BIDDER REQUESTED PAYMENT TERMS

Bidders must use the space provided below to communicate their requested payment terms. Requests are not guaranteed for approval.

___NET 30 Days from Invoice Submission ___NET 60 Days from Invoice Submission X Other (Specify Below)

Payment due at Time of Delivery of Vehicle

16. PRE-BID MEETING

There will be a pre-Bid meeting when indicated by an "x" mark in one of the fields below or when otherwise indicated in this IFB document.

__Mandatory Pre-Bid Meeting (Bidder must attend to be eligible to submit a Bid)

__In Person __Zoom or Other Virtual Method

__Optional Pre-Bid Meeting (Bidder attendance is highly encouraged but not required)

__In Person __Zoom or Other Virtual Method

_X_No Pre-Bid Meeting (There is no pre-Bid meeting scheduled for this IFB)

17. TERM

The Section with an "x" mark below shall apply to this Invitation for Bid.

__Contract Term (for services, construction projects etc.)

The awarded Bidder will be required to enter into a binding Contract with the City of Bentonville, for the services listed herein. The term of the awarded Contract shall be___year(s) renewable annually upon mutual written agreement for a maximum term of ___years.

_X_Single Purchase (for an item(s) ordered at one time)

The awarded Bidder(s) will receive a single Purchase Order from the City of Bentonville for the one-time purchase and delivery of the Unit(s). The terms and conditions of the Purchase Order shall be in accordance with this IFB document, all Appendixes attached hereto and any Addenda issued throughout the solicitation.

A. Delivery shall be made in accordance with the City's delivery date/time specified herein or otherwise accepted (if alternate delivery dates/times are requested by the Bidder and accepted by the City in the form of award of the Bid or other written agreement).

__Multiple Purchase/Pricing Agreement (for items ordered at various times)

The awarded Bidder will receive Purchase Orders from the City of Bentonville for the purchase and delivery of the quantities specified in the Purchase Order.

A. Delivery shall be made in accordance with the City's delivery date/time specified herein or otherwise accepted (if alternate delivery dates/times are requested by the Bidder and accepted by the City in the form of award of the Bid or other written agreement).

[This space has been intentionally left blank]

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

18. SUBCONTRACTORS

If Bidder intends to subcontract portions of the work, the work being subcontracted and the subcontractor being proposed to perform the work must be disclosed in the Bidder's Bid Submission. The City reserves the right to apply all Bid evaluation factors to any proposed subcontractors and to use that information to determine the qualifications of a subcontractor and their suitability to perform the work to the City's specifications/standards.

Bidders must be knowledgeable of and comply with all state, local and federal laws concerning subcontractors performing work for municipal (governmental) projects.

In the event that Bidder intends to subcontract portions of the work, Bidder is required to complete the 'Subcontractor Disclosure' Section of this IFB document.

SUBCONTRACTOR LICENSING IN THE STATE OF ARKANSAS

Subcontractors who submit proposals in excess of $50,000.00 must have a current Arkansas State Contractor's License.

a. As a condition to performing construction work for and in the State of Arkansas, all prime contractors shall use no other subcontractors when the subcontractors' portion of the project is Fifty Thousand Dollars ($50,000.00) or more, except those licensed by the Contractors Licensing Board and qualified in:
    1. Mechanical, indicative of heating, air-conditioning, ventilation, and refrigeration;
    2. Plumbing;
    3. Electrical, indicative of wiring and illuminating fixtures; and
b. In the event the prime contractor is qualified and licensed by the Contractors Licensing Board, he may use his own forces to perform those tasks listed in this section as subcontractors in one (1) or more of the trades listed.
c. The prime contractor shall place the names of each subcontractor in a blank space to be provided following the Pricing Sheet of this bid. It shall be mandatory that the a) mechanical, b) plumbing, and c) electrical subcontractors named on the Form of Proposal by the prime contractor awarded a contract under the provision of this Act be given contracts by the prime contractor in keeping with their proposals to perform the items for which they were named. **If the prime contractor is performing the work for the trade listed, they must list their own company in the space provided.**

[This space has been intentionally left blank]

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

SECTION 3: SCOPE OF WORK & DELIVERY

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. SCOPE OF WORK

The Scope of work for this Invitation for Bid (IFB) is for the one-time purchase and delivery of two (2) 2023 RAM 5500 Crew Cab and Chassis 4x4 with Service Body, as specified, or equivalent.

The delivered unit(s) shall be complete without any defect and shall include all factory, manufacturer and any other warranties applicable, shall be complete with all owner/user manuals and tools that are standard to be delivered with the unit(s).

2. DELIVERY

The City of Bentonville requests (specifies) the below completion and or delivery date(s) as indicated by an "x" mark in the applicable field. **If the requested (specified) schedule cannot be met, Bidder must specify the date(s)/schedule that Bidder is able to commit to in the fields provided. Failure to state a date/schedule obligates the Bidder to perform the work or delivery the item(s) or services and complete services within the City's requested timeline.** Alternate or extended delivery dates may be considered when in the best interest of the City.

Estimated Award Date (not guaranteed, subject to change): ___February 14, 2023_____

Delivery/Work-Site Address:____3200 SW Municipal Dr, Bentonville, AR 72712_____

*Bidders note that a change in the estimated award date will not release Bidder from the specified delivery date(s).

_X__**One-Time Order Item(s) Delivery Specified Date(s)**

City's Specification:

One-Time Order: All item(s) shall be delivered within one hundred twenty (120) day(s) from receipt of the City's Purchase Order.

Bidder Response: __AS SPECIFIED __ALTERNATE DATES REQUESTED *(REQUIRES COMPLETION OF FIELDS BELOW)*

Alternate Dates Requested: (REQUIRED RESPONSE IF 'ALTERNATE DATES REQUESTED' IS MARKED ABOVE)

One-Time Order: All item(s) shall be delivered on or before _____, 2023 or within 120 day(s) from receipt of the City's Purchase Order.

Pick-up: If Bidder is not able to deliver the Unit(s), Bidder shall specify that the Unit(s) must be picked-up by checking the box below and including the pick-up address.
☒ **Pick-up address:** 504 Hwy 412 E - Siloam Springs, AR 72761
Additional Alternate Delivery Notes (optional field):_____
_____
_____

[This space has been intentionally left blank]

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

SECTION 4: BIDDER ACKNOWLEDGEMENTS

Bidders are required to verify that the following required documents and bonds have been included with their Bid submission or will be furnished when due.

Description	Bidder's Initials
Invitation for Bid document, executed with all fields complete and thoroughly reviewed.	
Appendix A: Vendor Disclosure, Completed	
Appendix B: Non-Collusion Affidavit, Signed and Notarized	
Appendix C: Specifications, Completed	
Addenda: Bidders are required to acknowledge all addenda issued for this IFB. Bidders may acknowledge issued addenda either by inclusion in their Bid Submission or by noting the Addendum Number and Date of Issuance below in the fields provided. **ADDENDUM NUMBER** **DATE OF ISSUANCE** _____ _____ _____ _____ _____ _____ _____ _____ _____ _____	

[This space has been intentionally left blank]

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

SECTION 5: BID PRICING

Bidder, having examined this Invitation for Bid document in its entirety and having performed a thorough examination of the product specifications hereby agrees to furnish all labor, products, materials, equipment, staging, transportation, and supervision of such, and all other components to deliver Unit(s) in accordance with the specifications contained herein.

Bid prices shall include all costs, **including but not limited to: tax,** all labor, products material, equipment, disposal fees, transportation, staging, mobilization, overhead, profit, insurance, shipping and handling and all other costs to the City of Bentonville, Arkansas to cover the finished work and/or delivered products.

The City of Bentonville is NOT exempt from sales tax. The City of Bentonville Sales Tax is 9.5%.

VEHICLE PURCHASES: THE CITY DOES NOT PAY SALES TAX FOR PASSENGER VEHICLE PURCHASES

AWARD OF THIS INVITATION FOR BID WILL BE BASED ON (applicable award method marked with an "x"):

_X__**Per Line Item:** The award will be based on the lowest and most responsible Unit Price per Line Item with all factors considered. In all instances the Unit Price shall govern. Bid prices shall be rounded to the nearest cent. The City will award per line item based on the Bid received that is in the City's best interest.

Deductive Alternates apply when indicated by an "x" in the fields below
___Deductive Alternates Included _X__Deductive Alternates not included in this IFB

The City reserves the right to award the project in any manner that is deemed in its best interest, or to reject any or all Bids and to waive any irregularities.

No Bid shall be withdrawn for a period of sixty (60) days after the opening of Bids without the consent of the City; sixty (60) days shall be allowed to the City in which to determine the manner in which to award or not award the Contract.

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE

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

BID FORM

Line Item	Quantity (Unit of Measure = EA)	Description	Per Unit Price
1	1	2023 RAM 5500 CREW CAB AND CHASSIS 4X4 WITH SERVICE BODY **Bidder: Mark here if as specified** X **Bidder: Specify year/make/model etc. here if an alternate/equivalent item is being proposed** _____ _____	$89,695.00
2	1	2023 RAM 5500 CREW CAB AND CHASSIS 4X4 WITH SERVICE BODY **Bidder: Mark here if as specified** X **Bidder: Specify year/make/model etc. here if an alternate/equivalent item is being proposed** _____ _____	$89,695.00

BIDDER DECLARATION

The Undersigned hereby declares that they have carefully examined the Invitation, Scope of Work, Specifications and all other information related to the performance of the work or delivery of materials or items as described herein, has visited the actual location of the work (when applicable), has consulted their sources of supply, has satisfied themselves as to all quantities and conditions, and understands that in signing this proposal, they waive all right to pleas of any misunderstanding regarding the same

Company Name: Superior Automotive Group By (Authorized Person's Signature): [redacted]

Printed Name and Title: Jeff Lee - Fleet Sales Manager

Date: 1-27-2023

State of incorporation (required if Company is a corporation): Arkansas

Full names of all partners (required if Company is a partnership): _____

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

SECTION 6: INVITATION FOR BID ADDITIONAL TERMS & CONDITIONS/INSTRUCTIONS TO BIDDERS

1. **SCOPE:** These instructions and conditions shall be in force unless otherwise modified by the City in this Bid Document. Bidders shall be advised that the City of Bentonville is not responsible for the content of any Bid package received through any 3rd party Bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party source.

2. **DEFINITIONS (AS USED HEREIN):**
   a. The term "Invitation For Bid" means a solicitation for formal, competitive sealed Bids. The acronym "IFB" means Invitation for Bid. "Solicitation" may also be used throughout to refer to the Invitation for Bid.
   b. The term "Bid" means the offer by the Bidder.
   c. The term "Bidder" means the person or organization responding to the Invitation for Bid.
   d. The term "Contractor" means a person or organization who is the successful Bidder and who enters into a contract with the City.
      *At times in this document the terms Bidder and Contractor are interchangeable.
   e. The term "Change Order" means a written order from or approved by the Purchasing Department directing the Contractor to make changes to a Contract.
   f. The term "City" means the City of Bentonville, Arkansas.
   g. The term "City Council" means the governing body of the City of Bentonville, Arkansas.

3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions and any other documents included as part of this Invitation for Bid. Bidders are responsible for field verifying work or other means of familiarizing themselves with the Scope of Work of this Invitation for Bid. Failure to do so will be at the Bidder's risk.

   Each Bidder shall furnish the information required in the solicitation. The Bidder shall provide their name, address, e-mail address, and telephone number where indicated in the solicitation documents. All signatures must be by an officer or employee having the authority to bind the company or organization by his/her signature and included with the Bid response.

   Unit price for each unit offered must be provided. The unit price will be presumed correct.

   The Bidder must state a definite time for delivery of supplies or performance of services; in cases where the Bidder does not state a definite time, the City's specified timeline shall apply.

   Multiple Bids: Bidders are prohibited from submitting multiple Bids for the same product in response to a competitive sealed Bid solicitation. In the event that a Bidder submits multiple Bids for the same product, all Bids from that Bidder will be rejected.
   Exception for Different Models: In the event that the Bidder believes they have multiple different models or products (such as equivalent items) that meet the City's specifications, the Bidder may submit multiple Bids in response to a competitive sealed Bid solicitation as long as the following requirements are met:
   (1) The Bids are submitted in separate sealed envelopes;
   (2) The products being proposed in each submission are different makes, models or otherwise types of products.

4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Department **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central Time Zone). Late Bids will be rejected without exception. Any exceptions or additional information required on a solicitation will be noted in the Bid documents or issued via clarification or Addendum. Failure to provide any requested information or to follow these procedures may result in the rejection of your Bid.

5. **BID DOCUMENT MISTAKES:** The Bidder shall not be allowed to modify or correct mistakes in the Bid document after the opening of the Bid, unless the mistake is determined to be non-judgmental by the Purchasing Manager. Failure to complete the entire Bid accurately may result in declaring the Bid as non-responsive and the Bid may be rejected.

   Bids may be withdrawn by the Bidder after submission for revisions or modifications at any time prior to the deadline for receipt of Bids (or Bid opening). Any such request for withdraw must be in writing either by email or other acceptable electronic manner as outlined in the Bidding documents, hand delivered or mailed communication. After Bids are opened, they shall be irrevocable for the period specified in the Bid documents, unless a nonjudgmental mistake (such as a math error), as determined by the Purchasing Manager, is suspected by the Purchasing Manager or the Bidder, or unless Bidder is permitted to withdraw their Bid pursuant to Arkansas State Law. If a nonjudgmental mistake is suspected, such as a math error, the Bidder shall submit a written request to the Purchasing Department requesting either to withdraw their Bid submission or to correct the nonjudgmental mistake. In the event that the City becomes aware of the mistake prior to the Bidder, the Bidder shall respond within two (2) days of receiving notification of the discovery with a written request to the Purchasing Department to verify a correction or requesting to withdraw their Bid. Any such request for withdraw or correction must be in writing either by email (or other acceptable electronic manner as outlined in the Bidding documents), hand delivered or mailed communication. Once a Bid has been verified, it shall be considered submitted, as verified.
   (1) In the event of discrepancy between a unit price and an extended price, the unit price shall govern.
   (2) At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

   The City shall permit a Bidder to withdraw its Bid without penalty or forfeiture of Bid security if: (a) a nonjudgmental mistake is evident on the face of the Bid, or (b) the Bidder establishes by clear and convincing evidence that a nonjudgmental mistake was made.

6. **ACCEPTANCE OF OFFER:** The submitted Bid is considered an offer on the part of the Bidder; such offer is deemed accepted upon issuance by the City of a Purchase Order, Notice of Award, Contract or other contractual or otherwise binding document.

   Bidders accept all terms and conditions herein upon submission of their signed Bid.

7. **FIRM PRICES:** By submitting the Bid, Bidder signifies that the prices, terms and conditions quoted in their Bid will be firm for acceptance for a period of not less than the bid guarantee Bid stated herein unless otherwise specified in the solicitation. Prices quoted must remain firm for the period of performance of any resulting purchase order or contract to be performed over a specified period of time as indicated in the solicitation.

   UNIT PRICES: Unit prices and all other pricing shall be rounded to the nearest cent. In the event of discrepancy between the unit price and the extended price, the unit price shall govern. At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

8. **CONTRACT RENEWAL**: The City reserves the right to renew any contract resulting from this solicitation at the same prices, specifications, terms and conditions, upon mutual agreement between the City and the contractor.

9. **ESTIMATED QUANTITIES**: Whenever a Bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the Bidder's information only, and the City will be bound only for actual quantities ordered.

10. **DISCOUNTS**: Cash discounts will be considered in determining the award. Unless otherwise indicated in the IFB, discounts offering 10 days or more will be taken by the City's Accounts Payable Division, with payment made on the nearest pay period after receipt, inspection and acceptance of articles, and receipt of correct invoice(s).

11. **SAMPLES**: Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples may be returned at the Bidder's expense unless otherwise indicated in the solicitation.

12. **AWARD**: Award will be made to the lowest most responsive and responsible Bidder, which will be judged on the basis of price, conformance to specifications, quality, delivery time, references, past performance, payment terms, and in the best interest of the City of Bentonville, all factors being considered.

    The City reserves the right to accept or reject any or all Bids or part of Bids, to waive irregularities and technicalities, and to request rebids on the material described in the solicitation for any reason.

    The Purchasing Manager has the authority to cancel award of a solicitation if, in their discretion and the City Department's (over the project) discretion, Bids received do not meet the City's needs or for any other reason where award would not be in the City's best interest.

    The City reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or any other combination that is in the best interest of the City unless otherwise specified herein.

    Conditional Bids are not acceptable and are subject to rejection in whole or in part at the sole discretion of the City.

    In the event of two (2) or more identical low Bids, award will be made to the lowest and most responsible and responsive Bidder as determined by the City through the Bid evaluation process.

    No order or contract resulting from this solicitation may be assigned, transferred, or delegated to another party without the written approval of the Purchasing Manager and Finance Director.

13. **BRAND NAMES:** If brand names, make, name of any manufacturer, trade name, or vendor catalog number are specified in these Bid documents, it is for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR EQUAL (OR EQUIVALENT, OR ALTERNATE) is added. However, if a product other than that specified is Bid, it is the Bidder's responsibility to identify such product in their Bid and prove to the City that the product is equal to or better than the product specified. Unless otherwise indicated, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples are to be furnished as specified in the solicitation or upon request of the City. Any samples requested by the City must be received by the City no later than four (4) days after formal request is made. The decision to accept a proposed item is solely the City's.

14. **VARIATIONS OF SPECIFICATIONS**: For purposes of evaluation, Bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If Bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If the City determines that variances exist in the specification which the Bidder did not indicate (or falsely represented a lack of variances), the City reserves the right to declare the Bid non-responsive and reject the Bid from that Bidder. If satisfactory Bids are not received for the City's specifications, the City reserves the right to consider alternate Bids containing deviations from stated specifications.

15. **QUALITY:** Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items Bid must be the latest make or model in current production, as offered to commercial trade, and of the highest quality material and workmanship. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

16. **ECO-FRIENDLY (GREEN) PRODUCTS:** The City of Bentonville supports the use of products that are ecologically friendly to the environment. Bidders are urged to include information with their Bid that describes the human health and environmental impact of products proposed. This eco-friendly approach takes into account, but is not limited to, waste production, energy and water use, greenhouse gas emissions, indoor air quality, recycled and reused content and packaging, and the presences of hazardous substances. Consideration may be given to these eco-friendly products when compared to mainstream products in cost and packaging.

17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.

18. **ACCEPTANCE OF MATERIAL**: The material delivered under this Bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense. In the event that the City does not cancel the order but requests Bidder to bring the item(s), material(s) or service(s) to specification (correct the items), the corrections must be made at the awarded Bidder's expense and responsibility and must be completed within a timely manner as indicated by the City. If Bidder attempts to correct the item, material or service but fails to do so, or fails to do so in a timely manner, the City may elect to cancel the order at the awarded Bidder's expense.

19. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful Bidder to all applicable current prevailing City, State and Federal codes and regulations.

20. **DELIVERY:** Bidders must complete the Delivery Section of this IFB. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on in this IFB.

    The City may grant additional time for delivery if the City is satisfied the delay is beyond the control of the awarded Bidder. Any request for time extension must be in writing and approved by the City's authorized representative.

    All deliveries shall be FOB Destination to the location listed on the purchase order , contract, other approved form or as specified in this IFB unless otherwise specified by the City. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.

21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.

22. **PRICE CHANGES ON CONTRACTS**: If this solicitation is for an estimated quantity of supplies, consideration in awarding Bid for yearly contracts will be given:
    - First to Bidder offering firm prices for full contract period; and
    - Second to Bidder offering firm prices subject to market price adjustment.

23. **COPYRIGHT OR PATENT RIGHTS**: By submitting the Bid, Bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the Bid, and Bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.

24. **CONFLICT OF INTEREST**: The contractor, by signing the Bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.

25. **TAXES**: The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all bids.

    The City of Bentonville sales tax rate is 9.5%; all products shall be delivered to the City of Bentonville or work shall be performed within City limits.

    It is the responsibility of the Bidder to include sales tax in their Bid when applicable regardless of the Bidder's ability to remit sales tax to the State of Arkansas. In no event should applicable taxes cause the City to pay more than the submitted Bid price.

26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid. Failure to provide any requested certification may result in rejection of Bid or termination of contract for which the Bidder must bear full liability.

27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include, but are not limited to:

    1. Termination for Convenience
       In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

    2. Termination for Cause
       Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.

3. Termination Due to Unavailability of Funds
   When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City and without penalty to the City.

28. **W-9 REQUIREMENT:** The City of Bentonville requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Bentonville. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor.

29. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a Bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the Bidder from the active Bidder's list for the products or services concerned.

30. **BID BOND:** If required in this solicitation, Bidders shall include a Bid guarantee in the form of a Bid bond, certified check, cashier's check in the amount specified herein, payable without condition to the City of Bentonville. Personal or company checks are not acceptable. The Bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall adhere any other requirements regarding Bid Bonds as set forth in this IFB document. Failure to include a Bid bond or Bid guarantee with your Bid submission when required will result in automatic rejection of the Bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful Bidders when the successful Bidder is determined and the contract is executed.

31. **PERFORMANCE & PAYMENT BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and for the full dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract and payment of all of Contractor's subcontractors and/or vendors, and otherwise conditioned as required by law. The Performance and Payment Bonds shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall conform to all other requirements for these bonds as specified in this IFB document. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the Bidder's offer; at no time will the City be liable for the costs associated with a Performance and/or Payment Bond.

32. **MODIFICATIONS FOR CHANGES**: No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Purchasing Department of the City of Bentonville.

33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the IFB document; (b) Additional Terms and Conditions and Instructions to Bidders ; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.

34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the Bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this Bid. The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid.

35. **PAYMENT**: Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Department, 1000 SW 14th Street, Bentonville, AR 72712. Normal payment terms are payment via check within fourteen days from receipt of invoice.

36. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.

37. **ESCALATION/DE-ESCALATION CLAUSE**: In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:

    1. Contractor shall give written notice to the Purchasing Department of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
    2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
    3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
    4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
    5. Approved price changes are not applicable to orders already issued and in process at time of price change.
    6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
    7. The Purchasing Department retains the right to determine whether or not such proposed price changes are in the best interests of the City.
    8. If in the opinion of the Procurement Department any proposed increase is found unacceptable, the Purchasing Department reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
    9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Department on the mailing lists for such publications so the Purchasing Department can monitor said changes. Such membership will be at no cost to the City.
    10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.

38. **ADDITIONAL INFORMATION**: Additional information may be obtained from the Purchasing Department at (479) 271-3115.

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

APPENDIX A

VENDOR DISCLOSURE

(REQUIRED RESPONSE DOCUMENT)

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

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Superior Automotive Group

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

Immediate Relation includes:

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

_____

_____

_____

_____

OR

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

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

_____ Initials

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

APPENDIX B
NON-COLLUSION AFFIDAVIT
(REQUIRED RESPONSE DOCUMENT)

MUST BE SIGNED AND NOTARIZED

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

NON-COLLUSION AFFIDAVIT

BID INVALID IF THIS AFFIDAVIT IS NOT SIGNED AND NOTARIZED AND SUBMITTED WITH THE BID

State of ARKANSAS

County of BENTON

I DON CLARK (Printed Name of Authorized Representative/Agent) of lawful age, being first duly sworn, on oath says that:

1.They are the duly authorized representative/agent of the Bidder and/or contractor submitting the Competitive Bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among Bidders and between Bidders and City officials or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Invitation for Bids to which this statement is attached;

2. They are fully aware of the facts and circumstances surrounding the making of the Bid and/or the procurement of the contract to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such Bids;

3. Neither the Bidder/contractor nor anyone subject to the Bidder/contractor's direction or control has been a party;

a. to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed rate or to refrain from submitting;

b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor

c. in any discussions between Bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract;

d. to paying, giving, donating or agreeing to pay, give or donate to any officer or employee of the City of Bentonville, any money or other thing of value, either directly or indirectly, in procuring the contract to which their statement is attached.

To be completed by Company (Authorized Represent[redacted]

Signature of Authorized Representative/Agent: [redacted]

Title (of Authorized Representative/Agent): DON CLARK

To be completed by Notary (include Seal):

Subscribed and sworn before me this: 1st day of Feb, 2023

Notary Public Signature: [redacted] My commission expires: 4.18.2030

Seal:

BRENDA KEITH
Notary Public - Arkansas
Benton County
Commission # 12375559
My Commission Expires Apr 18, 2030

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

APPENDIX C

SPECIFICATIONS

(REQUIRED RESPONSE DOCUMENT)

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

SPECIFICATIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

- **AS SPECIFIED:** Bidder must indicate, "AS SPECIFIED", by placing an "X" in the designated space ('As Specified') provided.
- **EQUIVALENT:** Bidders must indicate (and describe) any item being offered to the City that does not fully conform to the City's specification but is being offered to the city as being an "EQUIVALENT" (including alternate or substitute)" to the City's specifications. It is the responsibility of Bidders to demonstrate and provide clear evidence of the item's equivalency to the City's specification. The City shall have the final determination as to whether an item is equivalent and meets the City's needs.

The specifications in this Section do not necessarily include all specifications and/or requirements for this IFB. Bidder is responsible for the complete review of this IFB document and all appendixes, any issued clarifications, addenda, or any other document released by the City related to this IFB and for familiarizing themselves with the work to be performed and/or products to be supplied prior to submitting a bid to ensure accurate pricing.

in or " – inch(es)

SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
	1. GENERAL SPECIFICATIONS		
1	Bidder has examined this entire Bid Packet, including all attached appendices and agrees to perform the work and provide the materials as specified.	AS SPECIFIED	
2	The awarded Bidder shall follow all federal, state and local safety regulations and laws.	AS SPECIFIED	
3	The awarded Bidder shall be responsible for furnishing all materials and labor required to deliver the product(s) as specified to the City.	AS SPECIFIED	
	2. CREW CAB CHASSIS SPECIFICATIONS		
4	Two (2) 2023 RAM 5500 Crew Cab and Chassis 4x4 (173.4 in WB – CA of 60 in), as specified	AS SPECIFIED	
5	6.7L I6 Cummins Turbo Diesel Engine, or equivalent	AS SPECIFIED	
6	6-Speed Auto Aisin AS69RC HD Transmission, or equivalent	AS SPECIFIED	
7	Paint: Bright White Clear Coat, Monotone Paint	AS SPECIFIED	
8	HD Vinyl 40/20/40 Split Bench Seat		
9	Interior Trim: Black/Diesel Gray	AS SPECIFIED	

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

SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
10	Rear Folding Seat	AS SPECIFIED	
11	Power Take Off Prep	AS SPECIFIED	
12	Front Fog Lamps	AS SPECIFIED	
13	Transfer Case Skid Plate Shield	AS SPECIFIED	
14	50 State Emissions	AS SPECIFIED	
15	Heavy Duty Front Suspension Group, or equivalent	AS SPECIFIED	
16	Full Size Spare Tire	AS SPECIFIED	
17	Trailer Brake Control	AS SPECIFIED	
18	ParkView Rear Back-up Camera, or equivalent	AS SPECIFIED	
19	Tradesman Level 1 Equipment Group, or equivalent	AS SPECIFIED	
20	Fuel Fill/Battery Charge	AS SPECIFIED	
	3. SERVICE BODY SPECIFICATIONS		
21	Service body to fit a 2023 Dodge 5500 Crew Cab, 60" cab to the axle with dual rear wheel drive	AS SPECIFIED	
22	Prime/finish coat (white) for maximum coverage and rust protection- body powder coated inside compartments and exterior of the body		EQUIVALENT
23	Stainless steel rotary paddle door latches	AS SPECIFIED	
24	Spring door stop on vertically hinged doors	AS SPECIFIED	
25	Cable stops on horizontal compartments		EQUIVALENT
26	Heavy-duty ladder and material rack constructed out of square tubing with a minimum carrying capacity of 600 pounds. The rack shall be the width of the cargo area and extend 2" past the top of the windshield with 4 cross bars, rear 2 removable.	AS SPECIFIED	

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

SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
27	The opening under the rack and the front of the cargo area will have expanded metal across the opening for rear window protection.	AS SPECIFIED	
28	The rack will have mounting brackets with LED flood lighting on the street side and curbside.	AS SPECIFIED	
29	Tailgate- hinged tailgate 12" high x full width of bed at rear with HD trip lever handle	AS SPECIFIED	
30	Bed shall be equipped with the standard LED lighting which will include but not be limited to: stop, turn, and tail lights, two clear backup lights, and side clearance lights.	AS SPECIFIED	

31	Standard side pack configuration:
	• 1st vertical: approximately 35" W x 38" H x 19" D
	  ○ Two adjustable shelves each with two adjustable dividers
	• Horizontal compartment: approximately 44" W x 17" H x 19" D
	  ○ Open on the street side
	  ○ Curbside with one removable shelf with two adjustable dividers
	• Rear vertical: approximately 29" W x 38" H x 19" D
	  ○ One adjustable shelf with two adjustable dividers
		AS SPECIFIED	

32	Bumper: • Heavy-duty bumper to accommodate bolt-on receiver hitch below. Bumper corners are to be reinforced to the truck frame for pipe vise on the street side and mechanic vise on the curbside. • Class V bolt-on receiver hitch rated at 25,000 pounds with a 3" dual ball mount, 2" and 2 5/16" diameter balls. Includes ¾" pin and clip. • Black powder coat over the e-coat finish.	AS SPECIFIED Rhino-Lining	
33	Installation: Installation of the service body and all necessary materials shall be included in the bid price.	AS SPECIFIED	
34	Standard bumper-to-bumper warranty: 3 year or 36,000 miles	AS SPECIFIED	

[Specifications continue on following page]

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

35. WARRANTIES (REQUIRED RESPONSE)

Bidder shall indicate warranties available for the Unit(s) and Items within the specified Unit(s) below.

Product Warranties:

Bidder shall furnish any and all product warranties available to the City.

X Agree (As Specified) ___Disagree (required to include reasoning below, "no applicable warranties" is an acceptable response)

Reasoning:_____

Warranties Provided:

Knapheide Standard Warranty 3 years

3 year / 36,000 miles bumper to bumper warranty Ram Chasiss

5 year / 100,000 miles powertrain warranty Ram Chasiss

RESOLUTION NO. _____

A RESOLUTION AWARDING BID IFB-23-80 TO SUPERIOR AUTOMOTIVE GROUP FOR THE PURCHASE OF TWO (2) 2023 DODGE RAM 5500 CREW CAB 4X4 TRUCKS, IN THE AMOUNT OF ONE HUNDRED SEVENTY-NINE THOUSAND THREE HUNDRED NINETY DOLLARS ($179,390.00); AND FOR OTHER PURPOSES.

WHEREAS, Superior Automotive Group is the lowest qualified bidder for bid IFB-23-08;

WHEREAS, this contract covers the purchase of two (2) 2023 Dodge Ram 5500 Crew Cab 4x4 trucks with service bodies installed for the City of Bentonville Water Department; and

WHEREAS, this will be paid with budgeted funds in the amount of one hundred seventy-nine thousand three hundred ninety dollars ($179,390.00).

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 Superior Automotive Group for the purchase of (2) 2023 Dodge Ram 5500 Crew Cab 4x4 trucks for the City of Bentonville Water Department;

Section 2: The estimated contract cost is one hundred seventy-nine thousand three hundred ninety dollars ($179,390.00).

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 and APPROVED this _____ day of _____, 2023.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Kirby Romines, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**2/14/2023**
Department	**Inventory Control**
Submitted by	**Travis Matlock**
Phone	**479 271-3145**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

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

Amend Ordinance 2022-117 for Purchase of 750 UG wire for additional $1,728.09 plus applicable taxes due to additional wire supplied on reel. Approved by Utility Board 5-0. No budget adjustment needed.

Estimated Cost	**$1,728.09**
Is this Item Budgeted?	☑ Yes ☐ No

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

M E M O R A N D U M

DATE: **FEBRUARY 14, 2023**

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **Additional wire cost – Extra Wire**

The City of Bentonville recommends amending ordinance 2022-117 and associated PO for the purchase of 750 underground wire for an additional $1,728.09 plus applicable taxes due to an extra 195' of wire on the reel.

When ordering underground wire, there is sometimes a small amount of extra wire due how the wire is wound on the reel and cut. Due to this being a bid waiver with a specific amount cited an amendment is required.

The affected by this increase as broken down below:

- Ordinance 2022-217; PO #22203118 - $1,728.09

Approved by Utility Board 5-0.

ORDINANCE NO. 2022-117

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH STUART IRBY FOR 750 UNDERGROUND WIRE IN THE AMOUNT OF SEVENTY-NINE THOUSAND SEVEN HUNDRED FIFTY-EIGHT DOLLARS ($79,758.00) PLUS APPLICABLE TAXES; WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Inventory Department requires 750 underground wire to provide for Electric Utility installation and projects;

WHEREAS, due to current supply chain issues and price volatility with this project, soliciting bids is not feasible; and

WHEREAS, this purchase will be made 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 with Stuart Irby for 750 underground wire for the City of Bentonville Inventory Control Department in the amount of seventy-nine thousand seven hundred fifty-eight dollars ($79,758.00) plus applicable taxes;

Section 2: Due to current market volatility and supply chain issues with this product, 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 24 day of May, 2022.

APPROVED:

[redacted]

Stephanie Orman, MAYOR

ATTEST:

[redacted]

Kirby Rommes, CITY CLERK

CITY OF BENTONVILLE CORPORATE Seal ARKANSAS

ORDINANCE NO. _____

AN ORDINANCE AMENDING WAIVER OF BID ORDINANCE 2022-217 FOR THE PURCHASE OF ADDITIONAL UNDERGROUND WIRE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville City Council previously approved Ordinance 2022-217 authorizing the purchase of certain underground wire for the City of Bentonville Inventory Department from Stuart Irby;

WHEREAS, when ordering wire, an additional amount is sometimes included in the shipment due to the manner in which wire is rolled and cut; and

WHEREAS, in this purchase, the shipment included an additional one hundred and ninety-five feet of wire, with a value of one thousand seven hundred twenty-eight dollars and nine cents ($1,728.09).

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

Section 1: That Ordinance 2022-217, Section 1, should be and the same is hereby amended to allow for the purchase of surplus wire provided, in an additional amount of one thousand seven hundred twenty-eight dollars and nine cents ($1,728.09) plus applicable taxes;

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 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 _____, 2023.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**2.14.2023**
Department	**Fire**
Submitted by	**Brent Boydston**
Phone	**(479) 271-3151**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

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

Ordinance amending the base fees for the Bentonville Fire Department Ambulance Service taking into account the 2022 - 2023 Center of Medicare Services (CMS) inflation factors and a new charge for the Medical Director position and Urgent Trauma Transport. No Budget Adjustment needed.

Estimated Cost	**$0.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

This is revenue.

Inter-office Memorandum

To: Mayor Orman and City Council

From: Brent Boydston, Fire Chief

CC: Camille Thompson, Staff Attorney, Gladys Shoemake, Purchasing Manager,

Date: 2.14.2023

Re: Ambulance Charges

Fire Department Staff is recommending to increase the base fees for the ambulance service. This increase will put us inline with CMS inflation factors and the NW Arkansas average.

The ambulance base rates:

	2022	2023
BLS:	$570	$650
ALS1:	$680	$775
ALS2:	$745	$850
Non-Resident:	$845	$950
Mileage:	$10/mi	$12/mi
Urgent Trauma Transport:	$845	$950
*UTT Mileage:	$10/mi	$18/mi (new)
Charge for Medical Director:	N/A	$10.00 per call
Treat No Transport:	$200	$200
**Treat No Transport2:	N/A	$400 (new)

*Urgent Trauma Transport mileage is for long distance emergency transport mileage
**TNT-2 is charged upon administration of Glucagon or Intraosseous access

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING AND AMENDING CERTAIN AMBULANCE CHARGES FOR THE CITY OF BENTONVILLE FIRE DEPARTMENT; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, Section 2-305 of the Bentonville Municipal Code provides that rates and charges for ambulance service shall be as established from time to time by the City; and

WHEREAS, the Bentonville Fire Department staff has analyzed current fees and recommends amending certain charges and adding a charge to support the services provided by the City's Medical Director.

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

Section 1: That pursuant to Section 2-305 of the Bentonville Municipal Code, the rates and charges for ambulance service are amended to include the following fees, as shown in the 2023 column below:

	2022	**2023**
BLS:	$570	$650
ALS1:	$680	$775
ALS2:	$745	$850
Non-Resident:	$845	$950
Mileage:	$10/mi	$12/mi
Urgent Trauma Transport:	$845	$950
*UTT Mileage:	$10/mi	$18/mi (new)
Charge for Medical Director:	N/A	$10.00 per call
Treat No Transport:	$200	$200
**Treat No Transport2:	N/A	$400 (new)

*Urgent Trauma Transport mileage is for long distance emergency transport mileage
**TNT-2 is charged upon administration of Glucagon or Intraosseous access

Section 2 - Emergency Clause: The need to implement these fees is immediate, 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 _____, 2023.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

Attest:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**2/14/2023**
Department	**Human Resources**
Submitted by	**Ed Wheeler**
Phone	**(479) 271-3191**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

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

Ordinance approving the addition of a new "Part-Time Medical Director" for the Fire Department and a new exempt pay grade (32), at an annual salary of $60,000.00. No Budget Adjustment needed.

Estimated Cost	**$60,000.00 annually**
Is this Item Budgeted?	☑ Yes ☑ No

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

This position will be funded by a $10 surcharge on all ambulance calls/runs conducted by the fire department.

18 January, 2023

To: Bentonville City Council

From: Human Resources

Subject: Memo Concerning the Adoption of the Part-Time Exempt position of Medical Director for the City of Bentonville.

1. Staff recommends that the City Council approve the addition of a part-time medical director for the City of Bentonville. Currently, the Fire Department has a “contract” position (Dr. Brad Johnson) for the medical director at $12,000 annually. This position is a licensed physician working for a private clinic/hospital and he allows the City to use his medical credentials and license to support the City’s ambulance service.

2. The national trend for fire departments with ambulance service agreements is to have medical directors on staff that can be directly involved in EMT and Paramedic training, quality control, advanced medical training, and medical emergency incident critiques. In order to further utilize the Medical Director’s expertise and accompanying use of medical credentials and license, the City would like to create a as a part-time position working appx 12 hours per week. , providing the above mentioned services and authority.

3. The Medical Director will also begin on-site training at the various fire stations and be able to accompany fire department staff on ambulance call to observe and train. The additional costs associated with converting this position from a contract worker ($12,000 annually) to a part-time employee ($60,000 annually) will be generated by adding a $10.00 surcharge on all ambulance calls.

4. This change/addition will ensure that the City retains a valuable medical asset for the citizens and an added medical trainer for the fire department’s EMTs and Paramedics.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE PAY PLAN FOR THE CITY OF BENTONVILLE FIRE DEPARTMENT TO CREATE THE ADDITIONAL POSITION OF PART-TIME MEDICAL DIRECTOR; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Fire Department works with a Medical Director to provide a variety of necessary services and credentials for the Ambulance Service;

WHEREAS, due to the Bentonville Fire Department's expanding needs, Department staff recommends transitioning the Medical Director role from a contract position to a part time position; and

WHEREAS, the cost of this position is included in the 2023 Fire Department budget.

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

Section 1: The Pay Plan for the City of Bentonville should be and is hereby amended to include the following:

Position Addition:

Part-Time Medical Director Grade 32 (Exempt)

Section 2 - Emergency Clause: The need to make this change is immediate, so as to fill this position and not delay implementation, 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 _____, 2023.

APPROVED:

Attest:

_____
STEPHANIE ORMAN, Mayor

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**2/14/2023**
Department	**Human Resources**
Submitted by	**Ed Wheeler**
Phone	**(479) 271-3191**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

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

Ordinance approving the addition of a "Fire Inspector - Non Uniformed" position, Grade 21, to the 2023 pay plan for the City of Bentonville. There is no additional headcount. No Budget Adjustment is needed.

Estimated Cost	
Is this Item Budgeted?	☑ Yes ☐ No

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

19 January, 2023

To: Bentonville City Council

From: Human Resources

Subject: Memo Concerning the Addition of a “Fire Inspector – Non-Uniformed” Position, Grade 21 to the 2023 Pay plan for the City of Bentonville

1. Staff recommends that the City Council approve the addition of a Fire Inspector – Non-Uniformed position, Grade 21 to the 2023 pay plan – to coincide with the “Uniformed Fire Inspector” position currently located in the Fire Department.

2. In 2021 the Fire Department created a fire inspector position, Grade 54b for fire personnel who were assigned to the Inspections Department. In 2022 we added our first non-uniformed fire inspector employee to the inspections department. This new position will allow us to reassign our existing non-uniformed fire inspector from the Fire Department to the Inspections Department.

3. The pay ranges for both positions (uniformed and non-uniformed) are virtually identical and will not require any additional compensation. Additionally, this position will allow us to separate theses 2 positions for the purposes of retirement plans, holiday benefits, vacation accrual, and clothing allowance – which all vary between uniformed and non-uniformed positions.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2023 PAY PLAN FOR THE CITY OF BENTONVILLE FIRE DEPARTMENT TO CREATE THE ADDITIONAL POSITION OF FIRE INSPECTOR – NON UNIFORMED; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Fire Department employs Uniformed Fire Inspectors to fulfill duties related to enforcing health, safety, and welfare codes, related to fire and buildings;

WHEREAS, the Department recommends adding a position of Fire Inspector – Non Uniformed in order to better meet departmental needs; and

WHEREAS, the cost of this position is included in the 2023 Fire Department budget.

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

Section 1: The Pay Plan for the City of Bentonville should be and is hereby amended to include the following:

Position Addition:

Fire Inspector – Non Uniformed Grade 21

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.

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 _____, 2023.

APPROVED:

Attest:

_____
STEPHANIE ORMAN, Mayor

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**2.14.2023**
Department	**Fire**
Submitted by	**Brent Boydston**
Phone	**(479) 271-5927**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

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

Ordinance requesting a Waiver of Bid for the purchase of uniforms for the Bentonville Fire Department personnel. Due to uniform requirements, Galls LLC is able to supply all of the fire department needs and they have a location in Springdale Arkansas. This is a Budgeted Item.

Estimated Cost	**$110,500.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

Waiver of Bid Request

Date of City Council Meeting	**2.14.2023**
Department	**Fire**
Submitted by	**Brent Boydston**
Phone	**(479) 271-5927**

Vendor	**Galls LLC**
Total Cost	**$ 110,500.00**

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

Uniforms for all Bentonville Fire Department personnel.

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

Due to being determined the sole source provider for public safety uniforms and uniform accessories for the City's public safety departments, as explained in the atteached Memos, it is impracticable to solicit bids for the purchase of these items.

MEMORANDUM

PURCHASING DEPARTMENT

TO: City Council, Administration

FROM: Gladys Shoemake, Purchasing Manager

DATE: February 1, 2023

SUBJECT: The purchase of public safety uniforms and uniform accessories

---

In 2019, the Purchasing Office conducted an internal review of public safety uniforms and uniform accessory purchases, with the primary goal being to assess the practicality in inviting competitive bids for the purchase of public safety uniforms and accessories. On March 13, 2020 Purchasing issued a Memo explaining the determination that Galls, LLC was the sole source provider for the City's public safety uniforms; the information resulting from the original review and Memo has been included in this Memo.

In January 2023, Purchasing reviewed the information in the March 13, 2020 Memo and consulted with the City's Police and Fire Departments, determining that there had been no change to the sole source justification in the original Memo. In 2022, the Government Services Administration (GSA) Cooperative (Co-Op) Contract issued a new Contract, 47QSWA21D008H. This Contract is used when possible by the Police and Fire Departments to obtain co-op pricing for certain items. The

Purchasing will conduct this review annually, to determine if any change has been found and either communicate that change or adjust the recommendation for the purchase of these items.

Please feel free to contact me with any questions.

Gladys Shoemake

(479) 271-3115

gshoemake@bentonvillear.com

Attachments: Information from the original Memo describing the review of the City's purchase of public safety uniforms and accessories (March 2020)

MEMORANDUM

PURCHASING DEPARTMENT

Information from Original Review:

In 2019, the Purchasing Office conducted an internal review of public safety uniform and uniform accessory purchases, with the primary goal being to assess the practicality in inviting competitive bids for the purchase of public safety uniforms and accessories.

The following are important factors considered during this review:

- Public safety uniforms consist of non-typical uniform types, such as police (which require expedited alterations and repairs) and fire clothing types, but also require the purchase of various small accessories. Other City Departments, not in the public safety sector, use more standardized uniforms, such as khaki pants or jeans and polo shirts and jackets.
    - Purchasing determined that the various accessories needed by public safety staff, such as holsters for various weapons, make the uniform needs for these Departments unique from other City Departments. Furthermore, these additional needs make it difficult to determine spending thresholds applicable to different procurement methods (bidding, cooperative contract use etc.) due to the different types of the items (ex. purchase of pants/shirts vs. purchase of holsters/belts) .

- Galls offers a Springdale, Arkansas location, which allows the public safety Departments to pick up/drop off uniforms according to their availability.

- Galls has consistently been acquiring other local public safety uniform providers, such as Cruise Uniforms (now a Galls company), drastically limiting the vendor pool that would be potential bidders, if bidding these uniform types was determined practical.

- According to the Police Department, Galls/Cruise is the only local provider that allows pick-up and alterations; the Police Department utilizes and relies on these services frequently.

- Some Galls items are available through the Federal Cooperative (Co-Op), GSA, via utilization of Contract GS-07F-0157M. Both Departments utilize this cooperative pricing when applicable.

    - Pursuant to §19-11-249, use of a Co-Op is permitted. When Departments request to purchase from a Co-Op, Purchasing conducts a review of the Co-Op contract to determine if the contract is in line with both Arkansas State Law and City purchasing procedures, as well as if the purchases from the contract can be accurately tracked and verified.

    - Due to the nature of how the Federal Co-Op offerings are organized, and the wide array of available options in public safety uniform accessories, Purchasing determined that it was not feasible to expect public safety departments to accurately track and confirm all pricing offered through the cooperative using solely cooperative contract participation.

Based on the above factors and the nature of public safety uniform needs, Purchasing has determined Galls, LLC to be sole source for the City's public safety uniform purchases.

Pursuant to §14-58-303, the requirements of competitive bidding in exceptional situations where this procedure is deemed not feasible or practical, may be waived by ordinance by the City's governing body. In accordance with this Statute, Purchasing recommends that the City's public safety Departments waive competitive bidding for the purchase of these uniforms and accessories from Galls, using GSA Federal Co-Op pricing and alternate cost options offered by Galls to realize cost savings when applicable.

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF UNIFORMS FOR THE BENTONVILLE FIRE DEPARTMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, NOT TO EXCEED ONE HUNDRED TEN THOUSAND FIVE HUNDRED DOLLARS ($110,500.00), WITH GALLS LLC, FOR THIS PURCHASE; PROVIDING FOR THE EMERGENCY CLAUSE, AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Fire Department requires a standardized and centralized provider for public safety uniforms and accessories;

WHEREAS, Galls LLC is the sole provider for such uniforms and accessories in the area, and bidding would not result in competitive submittals; and

WHEREAS, this agreement will be funded with budgeted monies.

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 Galls LLC, for the purchase of public safety uniforms and uniform accessories for the Bentonville Fire Department, in an amount not to exceed one hundred ten thousand five hundred dollars ($110,500.00);

Section 2: This purchase will be made using budgeted funds;

Section 3: 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 the purchase of public safety uniforms and uniform accessories for the Bentonville Fire Department;

Section 4 - Emergency Clause: The need to make this purchase is immediate, 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 5 - 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 6 - 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 _____, 2023.**

APPROVED:

Attest:

_____
STEPHANIE ORMAN, Mayor

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**2.14.2023**
Department	**Fire**
Submitted by	**Brent Boydston**
Phone	**(479) 271-5927**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

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

Ordinance requesting Waiver of Bid to Henry Schein Medical in the amount of $70,000.00 for the purchase of medical supplies and medications for the ambulance service. This is a Budgeted Item.

Estimated Cost	**70,000.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

Waiver of Bid Request

Date of City Council Meeting	**2.14.2023**
Department	**Fire**
Submitted by	**Brent Boydston**
Phone	**(479) 271-5927**

Vendor	**Henry Schein Medical**
Total Cost	**$ 70,000.00**

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

Medical supplies and medications to be used on the ambulances.

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

After a long research, it has been determined that Henry Schein Medical has the best pricing for medical supplies and medications. The pricing of medical supplies is so volatile, the prices are inflated in a contract to cover for any increases in cost throughout the year.

Inter-office Memorandum

To: Mayor Orman and City Council
From: Brent Boydston, Fire Chief
CC: Camille Thompson, Staff Attorney, Gladys Shoemake, Purchasing Manager
Date: February 14, 2023
Re: Purchasing EMS supplies directly through Henry Schein

To ensure financial efficiency, the Fire Department closely monitors and evaluates purchasing practices for routine EMS supplies. Considerations include the ability to acquire compatible and proprietary medical supplies, 12-month minimum medication expiration dating, individual item purchasing, and shipping and handling fees.

Recent cost analysis considered sourcing and procurement comparisons between Henry Schein and other EMS medical supply vendors such as Bound Tree, McKesson, Cardinal, BuyEMP and the MMCAP state contract. Although Henry Schein participates under the MMCAP state contract, state pricing of Henry Schein items are significantly higher. EMS supplies under the state contract are extremely limited and those that are included require case purchasing. Case purchasing often leads to excessive waste, since medical supplies are packaged with expiration dates and often expire before use. Our findings confirm the most cost-effective method remains direct purchasing through Henry Schein Medical.

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF MEDICAL SUPPLIES AND MEDICATION FOR THE BENTONVILLE FIRE DEPARTMENT AMBULANCE SERVICE; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, NOT TO EXCEED SEVENTY THOUSAND DOLLARS ($70,000.00), WITH HENRY SCHEIN MEDICAL FOR THIS PURCHASE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Fire Department closely monitors and evaluates purchasing practices for routine emergency medical supplies in order to ensure availability, compatibility, validity, and related fees;

WHEREAS, it has been determined that Henry Schein Medical has the best pricing for medical supplies and medications, due to pricing of medical supplies being so volatile, the prices are inflated in the contact to cover any increases in cost throughout the year; and

WHEREAS, this agreement will be funded with budgeted monies.

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 Henry Schein Medical for the purchase of medical supplies and medication for the Bentonville Fire Department Ambulance Service, in an amount not to exceed seventy thousand dollars ($70,000.00);

Section 2: This purchase will be made using budgeted funds;

Section 3: 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 the purchase of medical supplies and medication for the Bentonville Fire Department Ambulance Service;

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.

PASSED this _____ day of _____, 2023.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

Attest:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**2.14.2023**
Department	**Fire**
Submitted by	**Brent Boydston**
Phone	**(479) 271-3151**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

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

Resolution authorizing the Mayor to enter into an agreement with Northwest Medical of Benton County (NWBC) to administer physicals for the Bentonville Fire Department and Bentonville Police Department Personnel. This is a Budgeted Item.

Estimated Cost	**100,000.00 for FD + Police Department Personnel**
Is this Item Budgeted?	☑ Yes ☐ No

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

Inter-office Memorandum

To: Mayor Orman and City Council

From: Brent Boydston, Fire Chief

CC: Camille Thompson, Staff Attorney, Gladys Shoemake, Purchasing Manager,

Date: 2.14.2023

Re: Physicals for Bentonville Fire and Bentonville Police Personnel

---

Fire Department Staff is recommending Council allow the Mayor and City Clerk to enter into an agreement with Northwest Medical of Benton County (NWBC) to administer physicals for Fire and Police personnel.

After our 2021 physicals, Mercy notified us and stated they would no longer be able to do the physicals. The City sent invitations for bid with no responses. After contacting NWBC, they submitted a proposal that is comparable to Mercy's.

We are asking approval for a one-year agreement, with two, one-year extensions.

Thank you for your consideration

HOSPITAL SERVICES AGREEMENT FACE SHEET

Date of Agreement: October 4, 2022

Effective Date: January 1, 2023
Expiration Date: December 31, 2023

HOSPITAL INFORMATION:
Northwest Arkansas Hospitals, LLC
d/b/a Northwest Medical Center - Bentonville
3000 Medical Center Parkway
Bentonville, AR 72712

RECIPIENT INFORMATION:
Business Entity Type (select one): ☐Individual ☐Partnership ☐Corporation
☐Professional Service Corporation ☐Association ☐Limited Liability Company
☒Other

City of Bentonville, Arkansas
City of Bentonville, Arkansas
1000 SW 14th Street
Bentonville, AR 72712 AR

Regarding the Service of ("Service" or "Services"): Annual physicals comprised of the services identified in Addendum 1

SCHEDULE OF SERVICES:

The Service shall be conducted during those days and times that Recipient determines to be necessary in order to properly address patient needs and effectively coordinate with other operations. It is agreed that as of the Effective Date, Hospital shall provide Services during normal business hours.

Neither the Agreement nor any amendment or modification hereto shall be effective or legally binding upon Hospital, or any officer, director, employee or agent thereof, unless and until it has been reviewed and approved by the President of the Division within which Hospital is located and Hospital's Legal Counsel.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

SIGNATURES AND APPROVALS: (see the section that pertains to Approvals in the Standard Terms and Conditions)

HOSPITAL: NORTHWEST ARKANSAS HOSPITALS, LLC
d/b/a Northwest Medical Center - Bentonville

By: _____

Name: _____

Title: _____

Date: _____

RECIPIENT: CITY OF BENTONVILLE, ARKANSAS

By: _____

Name: _____

Title: _____

Date: _____

_

HOSPITAL SERVICES AGREEMENT
STANDARD TERMS AND CONDITIONS

1. **HOSPITAL'S OBLIGATIONS.**

1.1 **Services.** Hospital shall provide the Services to Recipient as more fully described on Addendum 1 attached hereto and incorporated herein by reference. In addition, Hospital shall meet all of the following requirements prior to performing the Services:

1.1.1 Possess the skills and qualifications to provide the Services required hereunder;

1.1.2 Has a minimum of one (1) year relevant experience in the specified position as defined by Recipient and approved by the Hospital's CEO;

1.1.3 Is, and for the Term, will remain qualified and/or licensed, if applicable, to provide the Services in the State, without restriction or subject to any disciplinary or corrective action; and

1.1.4 Is, and for the Term, will be eligible to participate in any and all federal healthcare programs, and has not been, and during the term of this Agreement will not be, sanctioned by the Health and Human Services Office of the Inspector General as set forth on the Cumulative Sanctions Report, or excluded by the General Services Administration as set forth on the List of Excluded Providers [see http://oig.hhs.gov/fraud/exclusions.html and http://epls.arnet.gov]; and

1.2 **Schedule.** Hospital shall provide the Services at the dates and times specified on the Face Sheet and in Addendum 1.

1.3 **Regulatory Compliance.** Hospital shall perform all duties under this Agreement in strict compliance with federal, state and local law, rules and regulations, including without limitation all laws relating to Hospital's Services in the state where Hospital is located ("State"), the prevailing community standard of care in the community served by Hospital, and the medical applicable standards of the Joint Commission or American Osteopathic Association ("AOA"). This includes establishing and maintaining an environment free from disruption, intimidation, coercion and harassment (including without limitation sexual harassment).

1.4 **Insurance.** At all times during the term of this contract, Hospital shall maintain and keep in full force, an insurance policy for medical malpractice in the amount of One Million Dollars ($1,000,000) per occurrence, Three Million Dollars ($3,000,000) in the aggregate.

2. **RECIPIENT'S OBLIGATIONS.**

2.1 Utilize Hospital for Services on as constant a basis as it can reasonably do so;

2.2 Provide necessary forms, information, coordination and support to assist Hospital in meeting regulatory guidelines in the provision of Services to Recipient under this Agreement.

3. **COMPENSATION.** Recipient shall pay Hospital the Compensation as more fully described on Addendum 2 attached hereto and incorporated herein by reference.

4. **TERM AND TERMINATION.**

4.1 **Term.** The Agreement shall begin on the Effective Date as set forth on the cover sheet and shall continue until the end of the Term, and thereafter shall be automatically renewed for successive one (1) year periods under identical terms, unless otherwise terminated or modified as provided herein (such initial term and any such renewal terms being herein called the "Term"). Notwithstanding any contrary provision contained herein, if this Agreement is terminated by either party for any reason during the initial twelve (12) months of the Term, the parties shall not enter into another agreement for the same or substantially similar services for at least one (1) year from the Effective Date.

4.2 **Termination.**

4.2.1 **Termination.** At any time during the Term, either party may terminate this Agreement for any reason by giving the other party at least thirty (30) days' prior written notice.

4.2.2 **Termination for Breach.** Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

4.2.3 **Immediate Termination by Hospital.** Hospital may terminate this Agreement immediately by written notice to Recipient upon the occurrence of any of the following events:

(a) breach by Recipient of any of its confidentiality obligations including, but not limited to those specified in Section 5; or

(b) closure of Hospital, or sale of Hospital, or of all, or substantially all, of Hospital's assets.

4.2.4 **Effect of Termination.** As of the effective date of termination of this Agreement, neither party shall have any further rights nor obligations hereunder except: (a) as otherwise provided herein; (b) for rights and obligations accruing prior to such effective date of termination; and (c) for rights and obligations arising as a result of any breach of this Agreement.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP.** Hospital is performing Services and duties under this Agreement as an independent contractor and not as an employee, agent, partner of, or a joint venture with Recipient. Under this independent contractor relationship:

5.1 Hospital is free to provide Services to any other person, firm, or entity, so long as such activities do not interfere with Hospital's obligations under this Agreement and represents that it is in the business of providing the Services and will furnish all equipment necessary to provide Services under this Agreement; and

5.2 Recipient has no rights or control over the methods by which Hospital performs Services, except to ensure that Services are provided in accordance with applicable laws, recognized standards of professional practice, and the terms of this Agreement.

5.3 Hospital will use its best efforts to ensure that Recipient is provided the necessary performance, documentation and timeliness of Service.

6. **CONFIDENTIALITY.**

6.1 **Hospital Information.** Recipient recognizes and acknowledges that, by virtue of entering into this Agreement and Hospital providing Services to Recipient, Recipient may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. Recipient agrees that Recipient will not at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without Hospital's express prior written consent any confidential or proprietary information of Hospital provided pursuant to this Agreement, including, but not limited to, information which concerns Hospital's patients, costs or treatment methods developed by Hospital for Hospital, and which is not otherwise available to the public. This provision shall not apply to information lawfully obtained in the course of criminal investigation, pursuant to subpoena or warrant.

6.2 **Terms of this Agreement.** Except for disclosure to Recipient's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Hospital or any of its affiliates), Recipient shall not disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Hospital. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with Section 3.2 above.

6.3 **Patient Information.** Recipient shall not disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any patient or medical record information regarding Hospital patients, and Recipient shall comply with all federal and state laws and regulations and all bylaws, rules, regulations, and policies of Hospital regarding the confidentiality of such information. Recipient acknowledges that in receiving or otherwise dealing with any records or information from Hospital about Hospital's patients receiving treatment for alcohol or drug abuse, Recipient is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, as amended from time to time).

6.4 **Survival.** The provisions of this Article 5 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

7. **LEGAL FEES.** In the event that either party resorts to legal action to enforce the terms and provisions of this Agreement, the prevailing party shall be entitled to recover the costs of such action so incurred, including, without limitation, reasonable attorney's fees.

8. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

9. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State where Hospital is located. The provisions of this Article 9 shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

10. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

11. **NOTICES.** All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier, addressed as follows:

If to Hospital:	as indicated on the Face Sheet
With copy to:	Legal Department 4000 Meridian Blvd. Franklin, TN 37067
If to Recipient:	as indicated on the Face Sheet

or to such other persons or places as either party may from time to time designate by notice pursuant to this Article 11.

12. **NON-DISCRIMINATION.** Neither party hereto will discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability, or military service in its performance under this Agreement. The parties expressly agree to abide by any and all applicable federal and/or state statutes, rules and regulations including, without limitation, Titles VI and VII of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, the Age Discrimination In Employment Act of 1967, the Equal Pay Act of 1963, the National Labor Relations Act, the Fair Labor Standards Act, the Rehabilitation Act of 1973, and the Occupational Safety and Health Act of 1970, all as may be from time to time modified or amended.

13. **WAIVER.** A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

14. **ASSIGNMENT; BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns. This Agreement is assignable by Hospital without consent, provided that Hospital provides written notice of the assignment.

15. **MASTER CONTRACT LIST.** This Agreement is identified on a master list of contracts maintained on an electronic contracts database.

16. **APPROVALS.** Neither this Agreement nor any amendment or modification hereto shall be effective or legally binding upon Hospital, or any officer, director, employee or agent thereof, unless and until it has been reviewed and approved electronically by a Division President of CHSPSC, LLC, Hospital's Management Company, and by Hospital's Legal Counsel.

17. **FOCUS ARRANGEMENT COMPLIANCE LANGUAGE.** The parties to this Agreement certify they shall not violate the Anti-Kickback Statute and/or the Stark Law with respect to the performance of the Agreement.

Each party to this Agreement is subject to and required to abide by its Code of Conduct and other compliance policies including Stark and Anti-Kickback Statute policies. A copy of relevant policies may be made available to the other upon request.

ADDENDUM 1

DESCRIPTION OF SERVICES

Routine Physical Exam

Medical History

Laboratory Test to Include:

- Complete Blood Count
- Urinalysis
- Serum Electrolytes
- Total Billirubin
- Fasting blood glucose
- Creatinine
- Blood Urea Nitrogen
- Calcium
- Cholesterol
- Triglycerides
- Uric Acid
- Total Protein
- Albumin
- Thyroid Function
- Heavy Metal Poisoning
- Red blood cell count
- HIV Testing

Chest X-ray

Electrocardiogram

Cardiac Treadmill Stress Test

PSA Testing (over 40)5

Full Pulmonary Function Testing

Results will be sent as follows:

Bentonville Fire Department – Captain Tony Wright
Bentonville Police Department – Executive Assistant, Kristin Barnes

ADDENDUM 2

BILLING AND COMPENSATION

Services will be billed at a rate of $800 per employee, which is 100% of the Medicare Fee schedule in place as of the date of this agreement. Facility will bill Recipient by the 15th of each month for services provided the prior month. Recipient shall pay Facility's invoices within thirty (30) days of receipt.

RESOLUTION NO._____

A RESOLUTION ALLOWING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH NORTHWEST MEDICAL OF BENTON COUNTY, IN THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS ($100,000.00), TO PROVIDE PHYSICALS FOR BENTONVILLE FIRE AND POLICE PERSONNEL; AND FOR OTHER PURPOSES.

WHEREAS, Bentonville Fire Department Staff is recommending council to allow the Mayor and City Clerk to enter into an agreement with Northwest Medical of Benton County to administer physicals for the Fire and Police personnel;

WHEREAS, this agreement is for one year along with two one-year extensions; 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 agreement with Northwest Medical of Benton County to administer physicals for the Fire and Police Personnel, in an amount not to exceed one hundred thousand dollars ($100,000.00);

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 _____, 2023.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

Attest:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**2/14/2023**
Department	**Police Department**
Submitted by	**Ray Shastid- Chief**
Phone	**(479) 271-3170**

Item Type: (*Check Applicable Item Type)*

☑ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☑ Bid Award

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

Resolution awarding bid IFB-22-104 to Superior Auto Group of Siloam Springs, AR in the amount of $533,652.88 for the purchase of eight (8) 2023 Chevrolet Tahoes 2WD PPV (9C1) and adjusting the budget to cover the overage. A Budget Adjustment is needed.

Estimated Cost	**$533,652.88**
Is this Item Budgeted?	☑ Yes ☑ No

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

Funding comes from 2023 budgeted amount of $504,000.00, with the remaining balance of $29,652.88 from General Fund Reserves (attached budget adjustment form).

Budget Adjustment Request

Date of City Council Meeting	**2/14/2023**
Department	**Police Department**
Submitted by	**Ray Shastid-Chief**
Phone	**(479) 271-3170**

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

Budget Adjustment in the amount of $29,652.88 reference bid IFB-22-104 for the purchase of eight (8) 2023 Chevrolet Tahoes 2WD PPV (9C1), fully equipped. The 2023 budgeted amount for these vehicle purchases was $504,000.00. The bid returned with a final price of $533,652.88.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
102010	47420	Capital Vehicles		$ 29,652.88
		Totals	$ -	$ 29,652.88
		Net Impact on Fund Balance	$	(29,652.88)

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

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	**1/10/23**	**Time of Bid Opening:**	**1:00PM**	**Solicitation ID Number:**	**IFB-22-104**

Solicitation Title: Eight (8) 2023 Chevrolet Tahoes 2WD PPV (9C1) with Upfitting

			Bidder:	**Superior Auto Group**
Line Item	**Quantity (Unit of Measure = EA)**	**Description**	**Unit Price**	**Extended Price**
1	8	New 2023 Chevrolet PPV Tahoe (9C1), 2WD, 4Door, as specified	$44,767.00	$358,136.00
2	8	Upfitting of Tahoes, as specified	$21,939.61	$175,516.88
		Total Bid Price	**$533,652.88**	

purchasing@bentonvillear.com - (479) 271-3115

Bentonville Police Department
908 SE 14th Street
Bentonville, AR 72712
Phone: (479) 271-3170

Memorandum

DATE: February 2, 2023

TO: City Council, Mayor Orman

FROM: Ray Shastid

RE: Eight (8) 2023 Chevrolet Tahoes 2WD PPV (9C1) with upfitting; IFB-22-104

On January 9, 2023, the City of Bentonville only received one bid for eight (8) 2023 Chevrolet Tahoes 2WD PPV (9C1), with upfitting. Vehicle purchases continue to be difficult for police departments with limited State Vehicle Contract awards, along with increased equipment pricing from vendors. The limited vehicles that are listed on state contract pricing are difficult to purchase since dealers advised they are unable to order them, and ordering times were cut off during 2022.

Staff recommends the approval of bid IFB-22-104 to Superior Auto Group in the amount of $533,652.88 for the Eight (8) 2023 Chevrolet Tahoes 2WD PPV (9C1) with upfitting. The budgeted amount for this bid is $504,000.00.

The Police Department is asking for a budget adjustment in the amount of $29,652.88 to cover the remaining balance for the purchase.

This award would allow the adherence to spending requirements and also allow Superior Auto Group of Siloam Springs to provide the equipment and installation, along with the vehicle purchase. Having Superior Auto Group source these items and provide the professional installation will streamline the process, protect our vehicle warranties, and also allow the equipment and up fitting costs to be included in the final purchase price of the vehicle(s).

[redacted]

Ray Shastid
Chief of Police

2023 State Vehicle Contract

Item #	Vehicle Type	Description	Model	Price	Vendor	Vendor #	OA #	MPG City	MPG Hwy
			AUTOMOBILES						
1	ABA	4dr Sub-Compact Sedan	NO AWARD	NO AWARD	NO AWARD				
2	ACA	4dr Compact Sedan	NO AWARD	NO AWARD	NO AWARD				
3	ADA	4dr Mid-Size Sedan	NO AWARD	NO AWARD	NO AWARD				
4	AEA	4dr Large Sedan	Chrysler 300 Touring	$33,143.00	Red River Dodge	100158685	4600051622	19	30
5	SAA	Small Station Wagon	NO AWARD	NO AWARD	NO AWARD				
			TRUCKS						
6	PAB	Small P/u Truck Extended	Ford Ranger	$27,082.00	Smart Ford Malvern	100201535	4600051623	21	26
7	PAD	Small Pickup Truck Crew	Ford Maverick	$24,918.00	Smart Ford Malvern	100201535	4600051623	N/A	N/A
8	PAE	1/2T Full Size 4x4 Crew Cab	RAM 1500 Classic Crew Cab	$37,978.00	Red River Dodge	100158685	4600051622	16	23
9	PBA	1/2T Full Size; 4x2 Reg. Cab	RAM 1500 Classic Regular Cab 4x2	$27,683.00	Red River Dodge	100158685	4600051622	17	25
10	PBB	1/2T Full Size; 4x2 Ext-Cab Medium Duty	Ram 1500 Quad Cab 4X2	$32,445.00	Red River Dodge	100158685	4600051622	17	25
11	PBC	1/2T Full Size; 4x2 Crew-Cab Medium Duty	RAM 1500 Classic Crew Cab 4X2	$34,850.00	Red River Dodge	100158685	4600051622	17	24
12	PCA	1/2T Full Size; 4x4 Short Bed Reg. Cab	Ram 1500 Reg Cab 4X4	$36,423.00	Red River Dodge	100158685	4600051622	15	22
13	PCB	1/2T Full Size 4x4 Ex-Cab; Short Bed	Ram 1500 Quad Cab 4X4	$38,211.00	Red River Dodge	100158685	4600051622	15	22
14	PCC	1/2T Full Size 4x4; Crew-Cab; Short Bed	Ram 1500 Classic Crew Cab 4X4	$40,644.00	Red River Dodge	100158685	4600051622	15	22
15	PJA	3/4T HD; 4x2 Reg. Cab Long Bed	Ford F-250	$39,361.00	Smart Ford Malvern	100201535	4600051623	N/A	N/A
16	PJB	3/4T HD; 4x2 Ex-Cab Long Bed	Ford F-250 Extended Cab 4x2	$41,699.00	Smart Ford Malvern	100201535	4600051623	N/A	N/A
17	PJD	3/4T HD; 4x2 Crew-Cab Long Bed	Ford F-250	$42,823.00	Smart Ford Malvern	100201535	4600051623	N/A	N/A
18	PEA	3/4T HD; 4x4 Reg. Cab Long Bed	Ford F-250	$41,929.00	Smart Ford Malvern	100201535	4600051623	N/A	N/A
19	PEB	3/4T HD; 4x4 Ex-Cab Long Bed	Ford F-250	$44,225.00	Smart Ford Malvern	100201535	4600051623	N/A	N/A
20	PED	3/4T HD; 4x4 Crew-Cab Long Bed	Ford F-250	$45,392.00	Smart Ford Malvern	100201535	4600051623	N/A	N/A
21	PKA	1T 4x2 Reg. Cab Dually Long Bed Gas Eng.	Ford F-350	$42,123.00	Smart Ford Malvern	100201535	4600051623	N/A	N/A
22	PQB	1T 4x2 Chassis/Cab Single-Wheel, Crew Cab	Ford F-350 CC SRW	$43,062.00	Smart Ford Malvern	100201535	4600051623	N/A	N/A
23	PRA	1T 4x2 Chassis/Cab Reg. Cab Dually Gas Eng.	RAM 3500 Regular Cab 4X2	$41,351.00	Red River Dodge	100158685	4600051622	N/A	N/A
24	PRB	1T 4x2 Chassis/Cab Dually, Crew Cab Gas Eng.	Ford F-350 CC	$44,173.00	Smart Ford Malvern	100201535	4600051623	N/A	N/A
25	PKD	1T 4x2 Reg. Cab Dually Long Bed Diesel Eng.	Ford F-350	$53,523.00	Smart Ford Malvern	100201535	4600051623	N/A	N/A
26	PQD	1T 4x2 Chassis/Cab Crew Cab SRW Diesel Eng.	Ford F-350	$52,012.00	Smart Ford Malvern	100201535	4600051623	N/A	N/A
27	PRC	1T 4x2 Chassis/Cab Reg. Cab Dually, Diesel Eng.	Ford F-350 CC	$50,675.00	Smart Ford Malvern	100201535	4600051623	N/A	N/A
28	PRD	1T Chassis/Cab Crew-Cab Dually, Diesel Eng.	Ford F-350	$53,123.00	Smart Ford Malvern	100201535	4600051623	N/A	N/A
			VANS & SUV's						
29	VAA	1/2T Full Size Utility Van;	Ford Transit	$41,430.00	Smart Ford Malvern	100201535	4600051623	N/A	N/A
30	VAB	3/4T Full Size Utility Van;	Ford Transit	$41,975.00	Smart Ford Malvern	100201535	4600051623	N/A	N/A
31	VAC	1T Full Size Utility Van;	Ford Transit LR Utility Van	$42,875.00	Smart Ford Malvern	100201535	4600051623	N/A	N/A
32	VBA	1/2T 8-Passenger Van	NO AWARD	NO AWARD	NO AWARD				
33	VGA	3/4T 8-Passenger Van;	NO AWARD	NO AWARD	NO AWARD				
34	VCA	1T 12-Passenger Van;	Ford Transit	$49,995.00	Smart Ford Malvern	100201535	4600051623	N/A	N/A
35	VDA	1T 15-Passenger Van;	Ford Transit	$50,030.00	Smart Ford Malvern	100201535	4600051623	N/A	N/A
36	VEA	Compact Utility Mini-Van 2-Passenger	Ford Transit Connect	$29,776.00	Smart Ford Malvern	100201535	4600051623	N/A	N/A
37	VEB	Compact Utility Mini-Van 5-Passenger Wagon	Transit Connect Wagon	$30,055.00	Smart Ford Malvern	100201535	4600051623	24	28
38	VFA	Compact 7-Pass Mini-Van	Chrysler Pacifica	$36,930.00	Red River Dodge	100158685	4600051622	19	28
39	VHA	2WD 5-Passenger Small Sport Utility Vehicle	Ford Escape	$26,907.00	Smart Ford Malvern	100201535	4600051623	N/A	N/A
40	VHB	4WD 5-Passenger Small Sport Utility Vehicle	Ford Escape	$29,296.00	Smart Ford Malvern	100201535	4600051623	N/A	N/A
41	VHC	2WD 5-Passenger Small Sport Utility Vehicle	Jeep Grand Cherokee Laredo 4X2	$38,976.00	Red River Dodge	100158685	4600051622	19	26
42	VHD	4WD 5-Passenger Small SUV	Ford Edge	$38,991.00	Smart Ford Malvern	100201535	4600051623	21	28
43	VIA	2WD 7-Passenger SUV	Ford Explorer	$35,386.00	Smart Ford Malvern	100201535	4600051623	21	28
44	VIB	4WD 7-Pass SUV	Ford Explorer	$34,231.00	Smart Ford Malvern	100201535	4600051623	20	27
45	VSA	2WD 8-Passenger SUV	Ford Expedition	$52,650.00	Smart Ford Malvern	100201535	4600051623	16	23
46	VSB	4WD 8-Passenger SUV	Ford Expedition	$55,631.00	Smart Ford Malvern	100201535	4600051623	16	21
47	PMA	2WD 8-Passenger Standard Sport Utility Vehicle	Ford Expedition	$56,635.00	Smart Ford Malvern	100201535	4600051623	16	23
			HYBRID / ALTERNATIVE VEHICLES						
48	HMH	Toyota Prius	NO AWARD	NO AWARD	NO AWARD				
49	HEA	Fiat 500E, Battery Electric - Plug-in Hybrid Electric	NO AWARD	NO AWARD	NO AWARD				
50	HEB	Nissan Leaf	NO AWARD	NO AWARD	NO AWARD				
51	HCX	Ford Escape Hybrid 4-Door Compact Sedan	NO AWARD	NO AWARD	NO AWARD				
52	HMT	Toyota Camry Hybrid	NO AWARD	NO AWARD	NO AWARD				
53	HVA	Chrysler Pacifica Mini-Van	Chrysler Pacifica Hybrid	$49,981.00	Red River Dodge	100158685	4600051622	33 ELE	84 MPGE

2023 State Vehicle Contract

Item #	Vehicle Type	Description	Model	Price	Vendor	Vendor #	OA #	MPG City	MPG Hwy
54	HCM	Not Available	NO AWARD	NO AWARD	NO AWARD				
55	HBE	Chevrolet Bolt	NO AWARD	NO AWARD	NO AWARD				
56	HMI	Toyota Prius Prime	NO AWARD	NO AWARD	NO AWARD				
			POLICE VEHICLES						
57	JAA	Campus Security Sedan **NOT HIGH SPEED**	NO AWARD	NO AWARD	NO AWARD				
58	LAD	Charger Police High Speed Pursuit Sedan, V8 AWD	NO AWARD	NO AWARD	NO AWARD				
59	LAA	Charger Police High Speed Pursuit Sedan, V6 AWD	Dodge Charger Police, V6 AWD	$34,150.00	Red River Dodge	100158685	4600051622	18	27
60	LAB	Dodge Charger Pursuit Sedan V8	Charger Police Pursuit, V8 Sedan, LDDE48, RWD	$34,700.00	Red River Dodge	100158685	4600051622	16	22
61	PPV	Chevy Tahoe Police Pursuit Package RWD	NO AWARD	NO AWARD	NO AWARD				
62	PRP	Ram 1500 SSV Crew Cab 4WD **NOT HIGH SPEED**	RAM 1500 Crew Cab 4X4 SSV	$35,340.00	Red River Dodge	100158685	4600051622	13	19
63	PSS	Chevrolet Tahoe SSV 4WD **NOT HIGH SPEED**	NO AWARD	NO AWARD	NO AWARD				
64	PFW	Chevrolet Police Pursuit Tahoe 4WD	NO AWARD	NO AWARD	NO AWARD				
65	PST	Chevrolet Silverado 1500 SSV **NOT HIGH SPEED**	NO AWARD	NO AWARD	NO AWARD				
66	HPU	Ford Hybrid Police SUV **HIGH SPEED**	Ford Hybrid Police SUV - Interceptor	$43,995.00	Smart Ford Malvern	100201535	4600051623	N/A	N/A
67	PSV	Ford F-150 Crew Cab SSV,4x2 **NOT HIGH SPEED**	Ford F-150 SSV **NOT HIGH SPEED** 4x2 Crew Cab	$38,750.00	Smart Ford Malvern	100201535	4600051623	17	24
68	DSS	Durango SUV, SSV, RWD **NOT HIGH SPEED**	NO AWARD						
69	UPP	Durango Pursuit, AWD **HIGH SPEED PURSUIT**	Dodge Durango Pursuit, AWD	$37,225.00	Red River Dodge	100158685	4600051622	18	25
70	PRQ	Ram 2500 SSV Crew Cab 4WD **NOT HIGH SPEED**	RAM 2500 Crew Cab SSV	$49,620.00	Steve Landers Chrysler	100211754	4600051619	N/A	N/A
71	PRR	Ram 3500 SSV Crew Cab 4WD **NOT HIGH SPEED**	RAM 3500 Crew Cab SSV	$49,000.00	Red River Dodge	100158685	4600051622	N/A	N/A
72	PPU	Ford F-150 Super Crew SSV, Police Pursuit 4x2	NO AWARD	NO AWARD	NO AWARD				
			BI-FUEL & DEDICATED CNG VEHICLES						
73	PRG	Ford F-250 Bi-Fuel Regular Cab	NO AWARD	NO AWARD	NO AWARD				
74	PRH	Ford F-250 Bi-Fuel Super Cab	NO AWARD	NO AWARD	NO AWARD				
75	PRJ	Ford F-250 Bi-Fuel Crew Cab	NO AWARD	NO AWARD	NO AWARD				

Item #	Vehicle Type	Description	Model	Price	Vendor	Vendor #	OA #	MPG City	MPG Hwy
54	HCM	Not Available	NO AWARD	NO AWARD	NO AWARD				
55	HBE	Chevrolet Bolt	NO AWARD	NO AWARD	NO AWARD				
56	HMI	Toyota Prius Prime	NO AWARD	NO AWARD	NO AWARD				
			POLICE VEHICLES						
57	JAA	Campus Security Sedan **NOT HIGH SPEED**	NO AWARD	NO AWARD	NO AWARD				
58	LAD	Charger Police High Speed Pursuit Sedan, V8 AWD	NO AWARD	NO AWARD	NO AWARD				
59	LAA	Charger Police High Speed Pursuit Sedan, V6 AWD	Dodge Charger Police, V6 AWD	$34,150.00	Red River Dodge	100158685	4600051622	18	27
60	LAB	Dodge Charger Pursuit Sedan V8	Charger Police Pursuit, V8 Sedan, LDDE48, RWD	$34,700.00	Red River Dodge	100158685	4600051622	16	22
61	PPV	Chevy Tahoe Police Pursuit Package RWD	NO AWARD	NO AWARD	NO AWARD				
62	PRP	Ram 1500 SSV Crew Cab 4WD **NOT HIGH SPEED**	RAM 1500 Crew Cab 4X4 SSV	$35,340.00	Red River Dodge	100158685	4600051622	13	19
63	PSS	Chevrolet Tahoe SSV 4WD **NOT HIGH SPEED**	NO AWARD	NO AWARD	NO AWARD				
64	PFW	Chevrolet Police Pursuit Tahoe 4WD	NO AWARD	NO AWARD	NO AWARD				
65	PST	Chevrolet Silverado 1500 SSV **NOT HIGH SPEED**	NO AWARD	NO AWARD	NO AWARD				
66	HPU	Ford Hybrid Police SUV **HIGH SPEED**	Ford Hybrid Police SUV - Interceptor	$43,995.00	Smart Ford Malvern	100201535	4600051623	N/A	N/A
67	PSV	Ford F-150 Crew Cab SSV,4x2 **NOT HIGH SPEED**	Ford F-150 SSV **NOT HIGH SPEED** 4x2 Crew Cab	$38,750.00	Smart Ford Malvern	100201535	4600051623	17	24
68	DSS	Durango SUV, SSV, RWD **NOT HIGH SPEED**	NO AWARD						
69	UPP	Durango Pursuit, AWD **HIGH SPEED PURSUIT**	Dodge Durango Pursuit, AWD	$37,225.00	Red River Dodge	100158685	4600051622	18	25
70	PRQ	Ram 2500 SSV Crew Cab 4WD **NOT HIGH SPEED**	RAM 2500 Crew Cab SSV	$49,620.00	Steve Landers Chrysler	100211754	4600051619	N/A	N/A
71	PRR	Ram 3500 SSV Crew Cab 4WD **NOT HIGH SPEED**	RAM 3500 Crew Cab SSV	$49,000.00	Red River Dodge	100158685	4600051622	N/A	N/A
72	PPU	Ford F-150 Super Crew SSV, Police Pursuit 4x2	NO AWARD	NO AWARD	NO AWARD				
			BI-FUEL & DEDICATED CNG VEHICLES						
73	PRG	Ford F-250 Bi-Fuel Regular Cab	NO AWARD	NO AWARD	NO AWARD				
74	PRH	Ford F-250 Bi-Fuel Super Cab	NO AWARD	NO AWARD	NO AWARD				
75	PRJ	Ford F-250 Bi-Fuel Crew Cab	NO AWARD	NO AWARD	NO AWARD				

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

FOR PUBLICATION

PUBLICATION DATES: DECEMBER 18, 2022

NOTICE TO BIDDERS

EIGHT (8) 2023 CHEVROLET TAHOES 2WD PPV (9C1) WITH UPFITTING

Invitation For Bid (IFB)-22-104

The City of Bentonville is accepting formal sealed bids for the one-time purchase and delivery of eight (8) 2023 Chevrolet Tahoes 2WD PPV (9C1) with Upfitting, as specified for the City of Bentonville Police Department.

The City reserves the right to cancel this request at any time in accordance with the City's best interest. The City also reserves the right to reject any Bid received and to waive irregularities in accordance with the City's best interest.

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

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

Bidders who wish to deliver a Bid Submission prior to the Bid Opening date/time may do so by delivering the Bid Submission to the Purchasing Department located at the address below. Bidders may also choose to deliver their Bid Submission at the Public Bid Opening, but must do so prior to the Public Bid Opening time.

There will be a Public Bid Opening for IFB-22-104 held at 1:00 PM CST on Tuesday, January 10, 2023; the Bid Opening will be held at the City of Bentonville Administrative Services Building-Purchasing Department, in Room A239 on the 2nd floor, located at 1000 SW 14th Street Bentonville, AR 72712. All Bid Submissions must be received by Purchasing prior to the Public Bid Opening time. Late Submissions and unsigned Submissions will be rejected, without exception. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location on or before the Bid Opening date and time. Responses received after the designated Bid Opening date and time will be considered late and will be rejected.

Questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline to submit questions related to this Invitation is January 4, 2023, at 4:30 PM CST.

DEPARTMENT RESPONSIBLE FOR ADVERTISING COSTS: ACCOUNTING

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

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-22-104	**Date of Issuance:**	DECEMBER 18, 2022
Description:	EIGHT (8) 2023 CHEVROLET TAHOES 2WD PPV (9C1) WITH UPFITTING		
Requesting Department:	CITY OF BENTONVILLE POLICE DEPARTMENT		
Purchasing Department (Buyer):	ANDREA TREVISAN		
Pre-Bid Meeting Information:	NO PRE-BID MEETING SCHEDULED FOR THIS SOLICITATION		
Bid Bond Requirement:	NO BID BOND REQUIRED		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	**JANUARY 10, 2023 AT 1:00 PM CST**
Bid Opening Location:	**City of Bentonville Administrative Services Building** Bid Opening Room – 2nd Floor – Room A239 1000 SW 14th Street Bentonville, AR 72712

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

Deadline for Submission of Requests for Information, Questions or Clarifications:	**January 4, 2023 – 4:30 PM CST**
Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.	

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

EXECUTION OF BID PAGE (REQUIRED)

Upon signing this Bid, the Bidder certifies that they have read and agree to the requirements set forth in this Bid proposal including specifications, conditions and pertinent information regarding the articles being Bid on, and agree to furnish these articles at the prices stated. All information on this page must be completed.

Unsigned Bids will be rejected - no exceptions.

Name of Firm: Superior Auto Group **Phone Number:** 4792681003

Business Address (Full Street/City/State/Zip): 490 Hwy 412 E. Siloam Springs, AR. 72761

Is this address able to accept mail deliveries (for the purpose of returning Bid bonds etc.): X Yes __No

Name of Contact Person: Don Clark **Email:** dclark@driversuperior.com

Signature of Authorized Person: [redacted] **Date:** Jan 9, 2023

Printed or Typed Name: Don Clark **Title:** Fleet Director

Arkansas Contractor's License Number: N/A **(Not required)**

Sales or Use Tax ID Number: 28 2781-04-001

Bid Bond Included: ___Yes X No **(Not required)**

[This space has been intentionally left blank]

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

SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is for the one-time purchase and delivery of eight (8) 2023 Chevrolet Tahoes 2WD PPV (9C1) with Upfitting, as specified.

2. REQUIRED RESPONSE DOCUMENTS

The following documents must be complete to provide a complete Bid response package:

- Invitation for Bid (IFB) document, all response fields complete.

3. APPENDIXES

- **APPENDIX A: VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX B: SPECIFICATIONS (REQUIRED RESPONSE DOCUMENT)**

SECTION 2: REQUIREMENTS, TERMS & CONDITIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. GUARANTEE OF BID

Bidders may not withdraw their Bids for a period of sixty (60) days after the Public Bid Opening. The City of Bentonville has sixty (60) days from the Bid Opening date in which to evaluate Bids and recommend award to City Council if it is determined to be in the City's best interest. Bidders may only withdraw their Bids in accordance with the Terms and Conditions herein.

2. BONDS

A. BID BOND (BID GUARANTEE)

Bidders are required to include a Bid Bond as specified when the 'Bid Bond Required' field below has an "x" mark or when otherwise required in this document.

___Bid Bond Required _X_Bid Bond Not Required for this Solicitation

All Bids must be accompanied by a Bid Bond/Bid Guarantee in the form of a Bid bond, certified check, or cashier's check in the amount of **(NA)**, payable without condition to the City of Bentonville. The Bond shall not have an expiration date of less than the number of days specified in Section 5 (Guarantee of Bid) of this IFB document. Personal checks and company checks are NOT acceptable as a Bid guarantee.

[This space has been intentionally left blank]

B. PERFORMANCE & PAYMENT BOND

The awarded Bidder is required to submit Performance and Payment Bonds at the time of Contract signing when the 'Performance & Payment Bonds Required' field below has an "x" mark or when otherwise required in this document.

___Performance and Payment Bond Required _X_Performance and Payment Bond Not Required for this Solicitation

The awarded Bidder shall furnish Performance and Payment Bonds after the Notice of Award is issued and upon the time of signing the binding Contract, each in an amount at least equal to the Total Bid Price as security for the faithful performance and payment of all of the awarded Bidder's obligations under this Invitation for Bid and the awarded binding Contract. These Bonds shall remain in effect for a period of one (1) year after a formal Completion of Work Notice is issued by the City.

C. BONDS – GENERAL

All bonds shall be executed by such sureties as are named in the list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Management Service, Surety Bond Brand, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

If the surety on any bond furnished by the awarded Bidder is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of set forth herein, the awarded Bidder shall promptly notify the City and shall, within twenty (20) days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements set forth herein.

All bonds and insurance required by this Invitation for Bid and by the binding contract documents executed after the Notice of Award, to be purchased and maintained by the awarded Bidder, shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the work defined herein is to be performed.

3. WARRANTIES

The awarded Bidder shall assume that the City prefers all work (workmanship and materials) and/or items furnished to the City to be warrantied and shall furnish any and all applicable workmanship/material/product warranties to the City.

Bidders shall respond when required in the Warranties portion of the Specifications Section in this IFB Document.

[This space has been intentionally left blank]

4. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable Federal and State Laws, and the rules and regulations of all authorities having jurisdiction over the construction of the project or the purchase or sale of the item(s) shall apply to the contract throughout, and they will be deemed to be included herein and in any awarded contract the same as though herein written out in full.

5. ENCOURAGEMENT FOR PARTICIPATION

Pursuant to Arkansas Code Annotated § 22-9-203, the City encourages all qualified small, minority owned, and women owned business enterprises to submit Bids for capital improvements. Encouragement is also made to all general (prime) contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.

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

6. QUESTIONS/REQUESTS FOR INFORMATION (RFIs)/REQUESTS FOR CLARIFICATION (RFCs)/ADDENDA

All questions or requests related to this Invitation for Bid shall be directed solely to the Purchasing Department via written communication only, via one of the methods below. A copy of the question and the City's response will be distributed to all known document holders via an 'RFI (Request for Information) Response' or via Addenda (Addendum 1, 2 etc.).

All questions should reference the IFB number when submitted

Submit Via Email: purchasing@bentonvillear.com

Submit Via Mail: City of Bentonville Administrative Service ATTN: Purchasing Office (solicitation number) 1000 SW 14th Street Bentonville, AR 72712

For Phone Calls: (479) 271-3115

The Purchasing Department will not respond to or otherwise acknowledge requests received after the deadline for submission of these requests stated herein. Questions requesting the Bid Opening date, Bid Bond requirement, and other details clearly outlined herein will not be included in RFI Responses or Addenda unless there are changes in the information after the Advertisement has published.

NOTE: No information communicated verbally or in any other form than a formal RFI Response or Addendum shall be considered firm or contractual; only information contained herein or otherwise in an RFI Response or Addendum shall be contractual.

Bidders are required to acknowledge any Addenda issued in their Bid Submission, per the requirements in the Addendum.

[This space has been intentionally left blank]

7. EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

Whenever these specifications mention an item by name and use specific descriptions as reference thereto (such as model, part, brand names etc.), it is intended to convey to the Bidder an understanding of the standard of excellence required. Items that Bidders believe to be of equal type, quality, and size that will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required function in accordance with these specifications may be offered. Bids containing items proposed as equivalent (or alternate) shall clearly describe the equivalent (or alternate) article being offered and indicate how it differs from the City's original specification and how it conforms to the specification. Descriptive literature or manufacturer's specifications, in addition to any supplemental information necessary for comparison purposes should also be submitted with the Bid. It is the Bidder's responsibility to demonstrate to the City that an equivalent (or alternate)/substitute offer is equivalent to and meets the standard of quality indicated by the City's specifications. The City of Bentonville shall have the final approval of whether a substitute (or alternate) item is equal to the item specified. Submitting false claims that an item is 'as specified' when the item is an alternate or is otherwise not conforming to the specification shall be considered a lack of responsibility and the Bid from that Bidder may be rejected.

8. INDEMNIFICATION

Due to the City statutory tort Immunity, the City does not carry liability insurance for such claims. Accordingly, any contract entered into with the awarded Bidder may not include a clause in which the City agrees that it or its' officials or employees will indemnify the other party.

The awarded Bidder agrees to indemnify the City and hold it harmless against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the service or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.

9. DAMAGES

Any damage occurring to City (public) or private property within the worksite area(s) or otherwise out of the awarded Bidders performance of this Contract shall be corrected at the awarded Bidder's expense.

The awarded Bidder shall be responsible for maintaining the job site and keeping it clean and orderly. Failure to maintain the cleanliness and orderliness of any job site in relation to this Invitation for Bid shall be considered a service failure, and may result in the City employing City forces for the purpose of job site cleanup and organization. Any costs the City incurs for the purpose of correcting the awarded Bidder's service failure will be deducted from the monies due to the awarded Bidder.

Any damages which occur during the performance of the services described herein shall be immediately communicated to the City's contact, or designated assignee and repaired at the awarded Bidder's expense.

10. PAST PERFORMANCE/REFERENCES

The City reserves the right to request references and to contact those references as part of the evaluation of Bids submitted to this Invitation for Bid. The City reserves the right to use the information gained from contacting references or from reviewing a Bidder's prior performance with the City in the evaluation of Bids, including but not limited to evaluating a Bidder's prior performance of the same or similar scope of work or delivery of items for the City or any other entity for whom the Bidder has performed work. The City reserves the right to request additional information from the apparent low Bidder if it is deemed to be in the City's best interest, and use that information in the evaluation for award based on what is in the City's best interest.

11. TOBACCO PRODUCTS AND LITTERING

The use of tobacco products is only permitted in designated areas marked with proper cigarette disposal containers on site. No disposal of tobacco products or littering of any kind shall be tolerated on the work premises or during performance of work for the City.

12. ARKANSAS FREEDOM OF INFORMATION ACT (FOIA)

By submitting a Bid in response to this IFB, Bidder acknowledges and understands that the City is subject to the Arkansas Freedom of Information Act (FOIA) and City contracts and documents prepared while performing City work are subject to this Act. In the event that a FOIA request is presented to the City, the awarded Bidder agrees to do everything possible to provide any requested documents that they may be in possession of in a prompt and timely manner as prescribed in A.C.A. §25-19-101.

13. BIDDER'S DOCUMENTS

The only terms and conditions that will become part of the award/awarded Contract are those documents issued by the City as part of this IFB, or documents furnished by the awarded Bidder (such as a contract) that are in accordance with the terms and conditions contained in this IFB and/or are approved for Mayor's signature by the City's Legal Department.

Bidder's inclusion of their terms and conditions or other types of documents containing terms and conditions regarding payment, invoicing, indemnification or any other type of term are not accepted based on inclusion in the Bid Submission and will not be acknowledged as conditions to the Bid. No conditional bids will be accepted.

Bidders are required to use ONLY the prescribed City forms in their Bid Submission unless Bidder has included additional information for the City's consideration of an 'equivalent'/'alternate' item (i.e. product data sheets etc. are acceptable).

[This space has been intentionally left blank]

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

14. INVOICING

The awarded Bidder shall provide an invoice to the City for review and approval prior to payment. The City will not pay from any document other than an invoice (i.e. payments will not be processed based on contracts etc.).

The invoicing option(s) available to Bidders for this IFB are indicated below by an "x" mark in the option(s) available.

___Invoice upon 100% completion (As approved by the City)

___Progress invoicing (Payment will be made only for actual work completed and approved by the City and/or for materials stored on the City's worksite)

_X__Invoice upon delivery (Payment within 14 days)

_X__Invoice 14 days prior to delivery for payment upon delivery (All product(s) or work must be approved by an authorized City of Bentonville employee prior to payment being furnished).

Payment will not be made for incomplete work or for item(s) delivered out of spec (not as specified). Any return or correction shall be at the awarded Bidder's expense. The City reserves the right to cancel an order due to receiving out of spec item(s) or request a replacement, whatever is in the City's best interest.

Unless otherwise specified, invoices will be paid within fourteen (14) days of receipt of an approved invoice.

All invoices should be submitted to the City of Bentonville Accounts Payable Office, address and email below:

City of Bentonville Administrative Services
ATTN: Accounts Payable
1000 SW 14th ST
Bentonville, AR 72712
accountspayable@bentonvillear.com

15. BIDDER REQUESTED PAYMENT TERMS

Bidders must use the space provided below to communicate their requested payment terms. Requests are not guaranteed for approval.

___NET 30 Days from Invoice Submission ___NET 60 Days from Invoice Submission X Other (Specify Below)

PAYMENT UPON 14 DAYS AFTER INVOICING

16. PRE-BID MEETING

There will be a pre-Bid meeting when indicated by an "x" mark in one of the fields below or when otherwise indicated in this IFB document.

__Mandatory Pre-Bid Meeting (Bidder must attend to be eligible to submit a Bid)

__In Person __Zoom or Other Virtual Method

__Optional Pre-Bid Meeting (Bidder attendance is highly encouraged but not required)

__In Person __Zoom or Other Virtual Method

_X_No Pre-Bid Meeting (There is no pre-Bid meeting scheduled for this IFB)

17. TERM

The Section with an "x" mark below shall apply to this Invitation for Bid.

__Contract Term (for services, construction projects etc.)

The awarded Bidder will be required to enter into a binding Contract with the City of Bentonville, for the services listed herein. The term of the awarded Contract shall be___year(s) renewable annually upon mutual written agreement for a maximum term of ___years.

_X_Single Purchase (for an item(s) ordered at one time)

The awarded Bidder(s) will receive a single Purchase Order from the City of Bentonville for the one-time purchase and delivery of the Unit(s). The terms and conditions of the Purchase Order shall be in accordance with this IFB document, all Appendixes attached hereto and any Addenda issued throughout the solicitation.

A. Delivery shall be made in accordance with the City's delivery date/time specified herein or otherwise accepted (if alternate delivery dates/times are requested by the Bidder and accepted by the City in the form of award of the Bid or other written agreement).

__Multiple Purchase/Pricing Agreement (for items ordered at various times)

The awarded Bidder will receive Purchase Orders from the City of Bentonville for the purchase and delivery of the quantities specified in the Purchase Order.

A. Delivery shall be made in accordance with the City's delivery date/time specified herein or otherwise accepted (if alternate delivery dates/times are requested by the Bidder and accepted by the City in the form of award of the Bid or other written agreement).

[This space has been intentionally left blank]

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

18. SUBCONTRACTORS

If Bidder intends to subcontract portions of the work, the work being subcontracted and the subcontractor being proposed to perform the work must be disclosed in the Bidder's Bid Submission. The City reserves the right to apply all Bid evaluation factors to any proposed subcontractors and to use that information to determine the qualifications of a subcontractor and their suitability to perform the work to the City's specifications/standards.

Bidders must be knowledgeable of and comply with all state, local and federal laws concerning subcontractors performing work for municipal (governmental) projects.

In the event that Bidder intends to subcontract portions of the work, Bidder is required to complete the 'Subcontractor Disclosure' Section of this IFB document.

SUBCONTRACTOR LICENSING IN THE STATE OF ARKANSAS

Subcontractors who submit proposals in excess of $50,000.00 must have a current Arkansas State Contractor's License.

a. As a condition to performing construction work for and in the State of Arkansas, all prime contractors shall use no other subcontractors when the subcontractors' portion of the project is Fifty Thousand Dollars ($50,000.00) or more, except those licensed by the Contractors Licensing Board and qualified in:
   1. Mechanical, indicative of heating, air-conditioning, ventilation, and refrigeration;
   2. Plumbing;
   3. Electrical, indicative of wiring and illuminating fixtures; and
b. In the event the prime contractor is qualified and licensed by the Contractors Licensing Board, he may use his own forces to perform those tasks listed in this section as subcontractors in one (1) or more of the trades listed.
c. The prime contractor shall place the names of each subcontractor in a blank space to be provided following the Pricing Sheet of this bid. It shall be mandatory that the a) mechanical, b) plumbing, and c) electrical subcontractors named on the Form of Proposal by the prime contractor awarded a contract under the provision of this Act be given contracts by the prime contractor in keeping with their proposals to perform the items for which they were named. **If the prime contractor is performing the work for the trade listed, they must list their own company in the space provided.**

[This space has been intentionally left blank]

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

SECTION 3: SCOPE OF WORK & DELIVERY

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. SCOPE OF WORK

The Scope of work for this Invitation for Bid (IFB) is for the one-time purchase and delivery of eight (8) 2023 Chevrolet Tahoes 2WD PPV (9C1) with Upfitting, as specified.

The delivered unit(s) shall be complete without any defect and shall include all factory, manufacturer and any other warranties applicable, shall be complete with all owner/user manuals and tools that are standard to be delivered with the unit(s).

2. DELIVERY (REQUIRED RESPONSE)

The City of Bentonville requests (specifies) the below completion and or delivery date(s) as indicated by an "x" mark in the applicable field. **If the requested (specified) schedule cannot be met, Bidder must specify the date(s)/schedule that Bidder is able to commit to in the fields provided. Failure to state a date/schedule obligates the Bidder to perform the work or delivery the item(s) or services and complete services within the City's requested timeline.** Alternate or extended delivery dates may be considered when in the best interest of the City.

Estimated Award Date (not guaranteed, subject to change): ___January 24, 2023_____

Delivery/Work-Site Address:____908 SE 14th St, Bentonville, AR 72712_____

*Bidders note that a change in the estimated award date will not release Bidder from the specified delivery date(s).

_X__One-Time Order Item(s) Delivery Specified Date(s)

City's Specification:

One-Time Order: All item(s) shall be delivered within thirty (30) day(s) from receipt of the City's Purchase Order.

Bidder Response: X AS SPECIFIED __ALTERNATE DATES REQUESTED *(REQUIRES COMPLETION OF FIELDS BELOW)*

Alternate Dates Requested: (REQUIRED RESPONSE IF 'ALTERNATE DATES REQUESTED' IS MARKED ABOVE)

One-Time Order: All item(s) shall be delivered on or before _____, 2023 or within ____day(s) from receipt of the City's Purchase Order.

Pick-up: If Bidder is not able to deliver the Unit(s), Bidder shall specify that the Unit(s) must be picked-up by checking the box below and including the pick-up address.

☒ **Pick-up address:** 490 HWY 412 E. Siloam Springs, AR. 72761

Additional Alternate Delivery Notes (optional field):_____

_____

_____

[This space has been intentionally left blank]

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

SECTION 4: BIDDER ACKNOWLEDGEMENTS

Bidders are required to verify that the following required documents and bonds have been included with their Bid submission or will be furnished when due.

Description	Bidder's Initials
Invitation for Bid document, executed with all fields complete and thoroughly reviewed.	
Appendix A: Vendor Disclosure, Completed	
Appendix B: Specifications, Completed	
Addenda: Bidders are required to acknowledge all addenda issued for this IFB. Bidders may acknowledge issued addenda either by inclusion in their Bid Submission or by noting the Addendum Number and Date of Issuance below in the fields provided. **ADDENDUM NUMBER** — **DATE OF ISSUANCE** _____ _____ _____ _____ _____ _____ _____ _____ _____ _____	

[This space has been intentionally left blank]

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

SECTION 5: BID PRICING

Bidder, having examined this Invitation for Bid document in its entirety and having performed a thorough examination of the product specifications hereby agrees to furnish all labor, products, materials, equipment, staging, transportation, and supervision of such, and all other components to deliver Unit(s) in accordance with the specifications contained herein.

Bid prices shall include all costs, **including but not limited to: tax,** all labor, products material, equipment, disposal fees, transportation, staging, mobilization, overhead, profit, insurance, shipping and handling and all other costs to the City of Bentonville, Arkansas to cover the finished work and/or delivered products.

The City of Bentonville is NOT exempt from sales tax. The City of Bentonville Sales Tax is 9.5%.

VEHICLE PURCHASES: THE CITY DOES NOT PAY SALES TAX FOR PASSENGER VEHICLE PURCHASES

AWARD OF THIS INVITATION FOR BID WILL BE BASED ON (applicable award method marked with an "x"):

_X_Total Bid Price: The award will be based on the lowest and most responsible Total Bid Price with all factors considered. The Total Bid Price shall be written in words and in figures. In case of discrepancy between the written amount and the figures, the written amount shall govern. In case of discrepancy between the Unit Price and the Extended Price, the Unit Price shall govern.

Deductive Alternates apply when indicated by an "x" in the fields below
___Deductive Alternates Included _X__Deductive Alternates not included in this IFB

The City reserves the right to award the project in any manner that is deemed in its best interest, or to reject any or all Bids and to waive any irregularities.

No Bid shall be withdrawn for a period of sixty (60) days after the opening of Bids without the consent of the City; sixty (60) days shall be allowed to the City in which to determine the manner in which to award or not award the Contract.

Unit of Measure Definitions:
EA – Each

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE

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

BID FORM

Line Item	Quantity (Unit of Measure = EA)	Description	Per Unit Price	Extended Price
1	8	New 2023 Chevrolet PPV Tahoe (9C1), 2WD, 4Door, as specified Bidder: Mark here if as specified X Bidder: Specify year/make/model etc. here if an alternate/equivalent item is being proposed 2023 CHEVROLET TAHOE PPV 9C1 2WD 4DR	$ 44767.00	$ 358,136.00
2	8	Upfitting of Tahoes, as specified	$ 21939.61	$ 175516.88
TOTAL BID PRICE (Stated in figures)		$ 533,652.88		
TOTAL BID PRICE (Stated in words)		FIVE HUNDRED THIRTY THREE THOUSAND SIX HUNDRED FIFTY TWO dollars and EIGHTY EIGHT cents		

BIDDER DECLARATION

The Undersigned hereby declares that they have carefully examined the Invitation, Scope of Work, Specifications and all other information related to the performance of the work or delivery of materials or items as described herein, has visited the actual location of the work (when applicable), has consulted their sources of supply, has satisfied themselves as to all quantities and conditions, and understands that in signing this proposal, they waive all right to pleas of any misunderstanding regarding the same

Company Name: Superior Auto Group By (Authorized Person's Signature): [redacted]

Printed Name and Title: DON CLARK, FLEET DIRECTOR

Date: JAN 09, 2023

State of incorporation (required if Company is a corporation): ARKANSAS

Full names of all partners (required if Company is a partnership): _____

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

SECTION 6: INVITATION FOR BID ADDITIONAL TERMS & CONDITIONS/INSTRUCTIONS TO BIDDERS

1. **SCOPE:** These instructions and conditions shall be in force unless otherwise modified by the City in this Bid Document. Bidders shall be advised that the City of Bentonville is not responsible for the content of any Bid package received through any 3rd party Bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party source.

2. **DEFINITIONS (AS USED HEREIN):**
   a. The term "Invitation For Bid" means a solicitation for formal, competitive sealed Bids. The acronym "IFB" means Invitation for Bid. "Solicitation" may also be used throughout to refer to the Invitation for Bid.
   b. The term "Bid" means the offer by the Bidder.
   c. The term "Bidder" means the person or organization responding to the Invitation for Bid.
   d. The term "Contractor" means a person or organization who is the successful Bidder and who enters into a contract with the City.
      *At times in this document the terms Bidder and Contractor are interchangeable.
   e. The term "Change Order" means a written order from or approved by the Purchasing Department directing the Contractor to make changes to a Contract.
   f. The term "City" means the City of Bentonville, Arkansas.
   g. The term "City Council" means the governing body of the City of Bentonville, Arkansas.

3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions and any other documents included as part of this Invitation for Bid. Bidders are responsible for field verifying work or other means of familiarizing themselves with the Scope of Work of this Invitation for Bid. Failure to do so will be at the Bidder's risk.

   Each Bidder shall furnish the information required in the solicitation. The Bidder shall provide their name, address, e-mail address, and telephone number where indicated in the solicitation documents. All signatures must be by an officer or employee having the authority to bind the company or organization by his/her signature and included with the Bid response.

   Unit price for each unit offered must be provided. The unit price will be presumed correct.

   The Bidder must state a definite time for delivery of supplies or performance of services; in cases where the Bidder does not state a definite time, the City's specified timeline shall apply.

   Multiple Bids: Bidders are prohibited from submitting multiple Bids for the same product in response to a competitive sealed Bid solicitation. In the event that a Bidder submits multiple Bids for the same product, all Bids from that Bidder will be rejected.
   Exception for Different Models: In the event that the Bidder believes they have multiple different models or products (such as equivalent items) that meet the City's specifications, the Bidder may submit multiple Bids in response to a competitive sealed Bid solicitation as long as the following requirements are met:
   (1) The Bids are submitted in separate sealed envelopes;
   (2) The products being proposed in each submission are different makes, models or otherwise types of products.

4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Department **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central Time Zone). Late Bids will be rejected without exception. Any exceptions or additional information required on a solicitation will be noted in the Bid documents or issued via clarification or Addendum. Failure to provide any requested information or to follow these procedures may result in the rejection of your Bid.

5. **BID DOCUMENT MISTAKES:** The Bidder shall not be allowed to modify or correct mistakes in the Bid document after the opening of the Bid, unless the mistake is determined to be non-judgmental by the Purchasing Manager. Failure to complete the entire Bid accurately may result in declaring the Bid as non-responsive and the Bid may be rejected.

   Bids may be withdrawn by the Bidder after submission for revisions or modifications at any time prior to the deadline for receipt of Bids (or Bid opening). Any such request for withdraw must be in writing either by email or other acceptable electronic manner as outlined in the Bidding documents, hand delivered or mailed communication. After Bids are opened, they shall be irrevocable for the period specified in the Bid documents, unless a nonjudgmental mistake (such as a math error), as determined by the Purchasing Manager, is suspected by the Purchasing Manager or the Bidder, or unless Bidder is permitted to withdraw their Bid pursuant to Arkansas State Law. If a nonjudgmental mistake is suspected, such as a math error, the Bidder shall submit a written request to the Purchasing Department requesting either to withdraw their Bid submission or to correct the nonjudgmental mistake. In the event that the City becomes aware of the mistake prior to the Bidder, the Bidder shall respond within two (2) days of receiving notification of the discovery with a written request to the Purchasing Department to verify a correction or requesting to withdraw their Bid. Any such request for withdraw or correction must be in writing either by email (or other acceptable electronic manner as outlined in the Bidding documents), hand delivered or mailed communication. Once a Bid has been verified, it shall be considered submitted, as verified.
   (1) In the event of discrepancy between a unit price and an extended price, the unit price shall govern.
   (2) At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

   The City shall permit a Bidder to withdraw its Bid without penalty or forfeiture of Bid security if: (a) a nonjudgmental mistake is evident on the face of the Bid, or (b) the Bidder establishes by clear and convincing evidence that a nonjudgmental mistake was made.

6. **ACCEPTANCE OF OFFER:** The submitted Bid is considered an offer on the part of the Bidder; such offer is deemed accepted upon issuance by the City of a Purchase Order, Notice of Award, Contract or other contractual or otherwise binding document.

   Bidders accept all terms and conditions herein upon submission of their signed Bid.

7. **FIRM PRICES:** By submitting the Bid, Bidder signifies that the prices, terms and conditions quoted in their Bid will be firm for acceptance for a period of not less than the bid guarantee Bid stated herein unless otherwise specified in the solicitation. Prices quoted must remain firm for the period of performance of any resulting purchase order or contract to be performed over a specified period of time as indicated in the solicitation.

   UNIT PRICES: Unit prices and all other pricing shall be rounded to the nearest cent. In the event of discrepancy between the unit price and the extended price, the unit price shall govern. At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

8. **CONTRACT RENEWAL:** The City reserves the right to renew any contract resulting from this solicitation at the same prices, specifications, terms and conditions, upon mutual agreement between the City and the contractor.

9. **ESTIMATED QUANTITIES**: Whenever a Bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the Bidder's information only, and the City will be bound only for actual quantities ordered.

10. **DISCOUNTS:** Cash discounts will be considered in determining the award. Unless otherwise indicated in the IFB, discounts offering 10 days or more will be taken by the City's Accounts Payable Division, with payment made on the nearest pay period after receipt, inspection and acceptance of articles, and receipt of correct invoice(s).

11. **SAMPLES**: Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples may be returned at the Bidder's expense unless otherwise indicated in the solicitation.

12. **AWARD:** Award will be made to the lowest most responsive and responsible Bidder, which will be judged on the basis of price, conformance to specifications, quality, delivery time, references, past performance, payment terms, and in the best interest of the City of Bentonville, all factors being considered.

    The City reserves the right to accept or reject any or all Bids or part of Bids, to waive irregularities and technicalities, and to request rebids on the material described in the solicitation for any reason.

    The Purchasing Manager has the authority to cancel award of a solicitation if, in their discretion and the City Department's (over the project) discretion, Bids received do not meet the City's needs or for any other reason where award would not be in the City's best interest.

    The City reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or any other combination that is in the best interest of the City unless otherwise specified herein.

    Conditional Bids are not acceptable and are subject to rejection in whole or in part at the sole discretion of the City.

    In the event of two (2) or more identical low Bids, award will be made to the lowest and most responsible and responsive Bidder as determined by the City through the Bid evaluation process.

    No order or contract resulting from this solicitation may be assigned, transferred, or delegated to another party without the written approval of the Purchasing Manager and Finance Director.

13. **BRAND NAMES:** If brand names, make, name of any manufacturer, trade name, or vendor catalog number are specified in these Bid documents, it is for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR EQUAL (OR EQUIVALENT, OR ALTERNATE) is added. However, if a product other than that specified is Bid, it is the Bidder's responsibility to identify such product in their Bid and prove to the City that the product is equal to or better than the product specified. Unless otherwise indicated, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples are to be furnished as specified in the solicitation or upon request of the City. Any samples requested by the City must be received by the City no later than four (4) days after formal request is made. The decision to accept a proposed item is solely the City's.

14. **VARIATIONS OF SPECIFICATIONS:** For purposes of evaluation, Bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If Bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If the City determines that variances exist in the specification which the Bidder did not indicate (or falsely represented a lack of variances), the City reserves the right to declare the Bid non-responsive and reject the Bid from that Bidder. If satisfactory Bids are not received for the City's specifications, the City reserves the right to consider alternate Bids containing deviations from stated specifications.

15. **QUALITY:** Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items Bid must be the latest make or model in current production, as offered to commercial trade, and of the highest quality material and workmanship. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

16. **ECO-FRIENDLY (GREEN) PRODUCTS:** The City of Bentonville supports the use of products that are ecologically friendly to the environment. Bidders are urged to include information with their Bid that describes the human health and environmental impact of products proposed. This eco-friendly approach takes into account, but is not limited to, waste production, energy and water use, greenhouse gas emissions, indoor air quality, recycled and reused content and packaging, and the presences of hazardous substances. Consideration may be given to these eco-friendly products when compared to mainstream products in cost and packaging.

17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.

18. **ACCEPTANCE OF MATERIAL:** The material delivered under this Bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense. In the event that the City does not cancel the order but requests Bidder to bring the item(s), material(s) or service(s) to specification (correct the items), the corrections must be made at the awarded Bidder's expense and responsibility and must be completed within a timely manner as indicated by the City. If Bidder attempts to correct the item, material or service but fails to do so, or fails to do so in a timely manner, the City may elect to cancel the order at the awarded Bidder's expense.

19. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful Bidder to all applicable current prevailing City, State and Federal codes and regulations.

20. **DELIVERY:** Bidders must complete the Delivery Section of this IFB. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on in this IFB.

    The City may grant additional time for delivery if the City is satisfied the delay is beyond the control of the awarded Bidder. Any request for time extension must be in writing and approved by the City's authorized representative.

    All deliveries shall be FOB Destination to the location listed on the purchase order , contract, other approved form or as specified in this IFB unless otherwise specified by the City. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.

21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.

22. **PRICE CHANGES ON CONTRACTS:** If this solicitation is for an estimated quantity of supplies, consideration in awarding Bid for yearly contracts will be given:
    - First to Bidder offering firm prices for full contract period; and
    - Second to Bidder offering firm prices subject to market price adjustment.

23. **COPYRIGHT OR PATENT RIGHTS:** By submitting the Bid, Bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the Bid, and Bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.

24. **CONFLICT OF INTEREST:** The contractor, by signing the Bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.

25. **TAXES:** The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all bids.

    The City of Bentonville sales tax rate is 9.5%; all products shall be delivered to the City of Bentonville or work shall be performed within City limits.

    It is the responsibility of the Bidder to include sales tax in their Bid when applicable regardless of the Bidder's ability to remit sales tax to the State of Arkansas. In no event should applicable taxes cause the City to pay more than the submitted Bid price.

26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid. Failure to provide any requested certification may result in rejection of Bid or termination of contract for which the Bidder must bear full liability.

27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include, but are not limited to:

    1. Termination for Convenience
       In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

    2. Termination for Cause
       Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.

3. Termination Due to Unavailability of Funds
When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City and without penalty to the City.

28. **W-9 REQUIREMENT:** The City of Bentonville requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Bentonville. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor.

29. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a Bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the Bidder from the active Bidder's list for the products or services concerned.

30. **BID BOND:** If required in this solicitation, Bidders shall include a Bid guarantee in the form of a Bid bond, certified check, cashier's check in the amount specified herein, payable without condition to the City of Bentonville. Personal or company checks are not acceptable. The Bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall adhere any other requirements regarding Bid Bonds as set forth in this IFB document. Failure to include a Bid bond or Bid guarantee with your Bid submission when required will result in automatic rejection of the Bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful Bidders when the successful Bidder is determined and the contract is executed.

31. **PERFORMANCE & PAYMENT BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and for the full dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract and payment of all of Contractor's subcontractors and/or vendors, and otherwise conditioned as required by law. The Performance and Payment Bonds shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall conform to all other requirements for these bonds as specified in this IFB document. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the Bidder's offer; at no time will the City be liable for the costs associated with a Performance and/or Payment Bond.

32. **MODIFICATIONS FOR CHANGES**: No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Purchasing Department of the City of Bentonville.

33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the IFB document; (b) Additional Terms and Conditions and Instructions to Bidders ; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.

34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the Bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this Bid. The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid.

35. **PAYMENT**: Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Department, 1000 SW 14th Street, Bentonville, AR 72712. Normal payment terms are payment via check within fourteen days from receipt of invoice.

36. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.

37. **ESCALATION/DE-ESCALATION CLAUSE**: In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:

    1. Contractor shall give written notice to the Purchasing Department of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
    2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
    3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
    4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
    5. Approved price changes are not applicable to orders already issued and in process at time of price change.
    6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
    7. The Purchasing Department retains the right to determine whether or not such proposed price changes are in the best interests of the City.
    8. If in the opinion of the Procurement Department any proposed increase is found unacceptable, the Purchasing Department reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
    9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Department on the mailing lists for such publications so the Purchasing Department can monitor said changes. Such membership will be at no cost to the City.
    10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.

38. **ADDITIONAL INFORMATION**: Additional information may be obtained from the Purchasing Department at (479) 271-3115.

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

APPENDIX A

VENDOR DISCLOSURE

(REQUIRED RESPONSE DOCUMENT)

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

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Superior Auto Group

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

Immediate Relation includes:

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

OR

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

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

Initials

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

APPENDIX B

SPECIFICATIONS

(REQUIRED RESPONSE DOCUMENT)

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

SPECIFICATIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

- **AS SPECIFIED:** Bidder must indicate, "AS SPECIFIED", by placing an "X" in the designated space ('As Specified') provided.
- **EQUIVALENT:** Bidders must indicate (and describe) any item being offered to the City that does not fully conform to the City's specification but is being offered to the city as being an "EQUIVALENT" (including alternate or substitute) to the City's specifications. It is the responsibility of Bidders to demonstrate and provide clear evidence of the item's equivalency to the City's specification. The City shall have the final determination as to whether an item is equivalent and meets the City's needs.

The specifications in this Section do not necessarily include all specifications and/or requirements for this IFB. Bidder is responsible for the complete review of this IFB document and all appendixes, any issued clarifications, addenda, or any other document released by the City related to this IFB and for familiarizing themselves with the work to be performed and/or products to be supplied prior to submitting a bid to ensure accurate pricing.

STD – Standard Mfg – Manufacturer L – liter

1. GENERAL SPECIFICATIONS			
SPECIFICATION LINE NUMBER	**SPECIFICATION DESCRIPTION**	**BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'**	**BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'**
1	Bidder has examined this entire Bid Packet, including all attached appendices and agrees to perform the work and provide the materials as specified.	X YES	
2	The awarded Bidder shall follow all federal, state and local safety regulations and laws.	X YES	
3	The awarded Bidder shall be responsible for furnishing all materials and labor required to deliver the product(s) as specified to the City.	X YES	
2. TAHOE SPECIFICATIONS			
4	Eight (8) 2023 Chevrolet PPV Tahoe (9C1) Two Wheel Drive (2WD), Four Door (4DR), with the necessary upfitting, as specified for the City of Bentonville Police Department	X YES	
5	The units shall meet or exceed all applicable Federal, State and Local transportation regulations, laws, ordinances and statutes	X YES	
6	Police Package- includes all features listed in manufacture's printed specifications as a part of their standard police package equipment	X YES	
7	Interior: Jet black - STD	X YES	
8	Exterior 1: Special Paint – Summit White F3F8EF Exterior 2: No color selected Solid one-color	X YES	
9	2-Wheel-Drive (2WD); 4-Door (4DR)	X YES	

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

SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
10	Remote keyless entry package - STD	X YES	
11	Seats: Front 40/20/40 Rear 60/40 bench	X YES	
12	Floor covering, black rubberized vinyl (standard)	X YES	
13	Key Fobs, quantity 2	X YES	
14	Remote Start	X YES	
15	Alternator, 250 amps - STD	X YES	
16	Battery, auxiliary	X YES	
17	Battery, 900 cold-cranking amps with 95 amp hour rating	X YES	
18	Engine, 5.3L V8 - STD	X YES	
19	Transmission, 10-speed automatic - STD	X YES	
20	License plate bracket- front and rear - STD	X YES	
21	Spot Lamp (drivers side) -LED	X YES	
22	Power Door Locks and Windows - STD	X YES	
23	Mirrors - STD	X YES	
24	Disconnect Door Courtesy Light Switches - STD	X YES	
25	Air Conditioning - STD	X YES	
26	Radio/Single slot CD/MP3 player - STD	X YES	
27	Tilt and Cruise - STD	X YES	
28	Tire and Wheels Police Pursuit Rated - STD	X YES	

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

SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
29	Spare- full size STD	X YES	
30	Bumper to Bumper Warranty: 3 years or 36,000 miles, whichever comes first	X YES	
31	Drive Train Warranty: 5 year/100,000 miles	X YES	
32	Airbags, Front, Both Sides- Mfg. STD	X YES	
33	Restraint System – All Pass Mfg. STD	X YES	
34	Brakes- Anti-lock brake system (ABS) Police Specific as noted by package	X YES	
35	Front seat- cloth	X YES	
36	Rear seat- vinyl	X YES	
37	Rear backup camera - STD	X YES	
38	Rear Air Conditioning	X YES	
39	Keyless start- STD	X YES	
40	Glass- factory tinted standard	X YES	
41	Power supply, 50-amp, power supply auxiliary battery	X YES	
42	Power supply, 100-amp, auxiliary, rear electrical center	X YES	
43	Power supply, 120-amp, (4) 30-amp circuit, Primary battery	X YES	
	3. POLICE DEPARTMENT UPFITTING SPECIFICATIONS		
44	Quantity: 2 Whelen Ion 12D (grill)	X YES	
45	Quantity: 2 Whelen RPWS54 Rear Pillars	X YES	
46	Quantity: 1 Whelen Legacy Duo B/W 54 inch	X YES	
47	Quantity: 1 Tahoe CanPort harness OBD2	X YES	

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

SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
48	Quantity: 1 Whelen Core Kit w/ speaker and mount included with bar kit (remote head)	X YES	
49	Quantity: 1 Havis Console PKG-VSX-1800-TAH-PM-1	X YES	
50	Quantity: 1 Brother Pocket Jet Printer and Console Mount	X YES	
51	Quantity: 1 Jotto Partition 475-1657	X YES	
52	Quantity: 1 Jotto HSEP 475-1674	X YES	
53	Quantity: 1 Jotto Cargo Barrier 475-1682	X YES	
54	Quantity: 2 Jotto Door Panels W/A 475-1761	X YES	
55	Quantity: 1 HAVIS C-VS-1012-TAH-WIDE-Console	X YES	
56	Quantity: 1 Black Rac AR15/870 Gun Mount Partition Mount	X YES	
57	Quantity: 1 Panasonic I-pro ICV4000 FHD and VC35 (AS-1) in-car video system kit with back seat camera, UEMSI premium storage, license, and Panasonic body worn camera BWC4000 package	X YES	
58	Quantity: 1 1 expansion module 16 – Whelen Core CEM S	X YES	
59	Quantity: 1 Cable Interface Module C399K6	X YES	
60	Quantity: 1 Whelen Howler Kit	X YES	
61	Quantity: 1 Whelen Compartment light 3SC0CDR	X YES	
62	Quantity: 2 HG Side Runner Lights HG22PC62B	X YES	
63	Calibration tail-lamp flasher red/red	X YES	
64	Antenna Kit ARB-BWCBLANT-WHB	X YES	
65	Flasher system, head-lamp and tail-lamp, DRL compatible with control wire	X YES	

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

SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
66	Stinger flashlight with piggy back charger 75832	X YES	
67	Antenna Kit with AWIN (5 Way) TKY-TSH-SUP-002	X YES	
68	Setina Trunk Box Model #TK0841TAH21	X YES	
69	Upfitting and installation warranty for lifetime of the vehicle (excludes product warranty or products outside of warranty)	X YES	
70	The upfitting shall be completed prior to delivery to deliver a finished product to the City.	X YES	

71. WARRANTIES (REQUIRED RESPONSE)

Bidder shall indicate warranties available for the Unit(s) and Items within the specified Unit(s) below.

Product Warranties:

Bidder shall furnish any and all product warranties available to the City.

X Agree (As Specified) ___Disagree (required to include reasoning below, "no applicable warranties" is an acceptable response)

Reasoning:_____

Warranties Provided:

VEHICLE; 3YR/36000 MILES, BUMPER TO BUMPER
5YR/100000 MILES, POWERTRAIN
UPFIT: INSTALLATION: LIFE TIME
PRODUCTS & EQUIPMENT: MFG STATED WARRANTY.

72. UNITS PROPOSED (REQUIRED RESPONSE)

Bidders shall use the space below to convey the Units being proposed to the City in their Bid Submission.

Year: 2023
Make: CHEVROLET
Model: TAHOE PPV 9C1 2WD
Upfitted: X Yes ___No
Upfitting Details (optional):_____
Notes (optional):_____

SUPERIOR
AUTOMOTIVE GROUP
Fleet and Commercial Sales

GMC CHEVROLET Ford Jeep CHRYSLER RAM

1-2-23
JV

Attn: CITY OF BENTONVILLE
POLICE DEPT

Vehicle **2023 TAHOE PPV**

Emergency Equipment Upfit

Qty	Description	Price Total
1	WHELEN 54IN B/W LEGACY LB PKG INCLUDES	$ 2,901.00
	C399 CORE SPEAKER AND BRKT	$ -
1	RPWS54 PILLAR LIGHTS	$ 911.43
2	WHELEN I3JC	$ 201.20
1	HG2 B/W SIDE RUNNER KIT	$ 657.00
1	HAVIS CONSOLE PKG-VSX-1800-TAH-PM-1	$ 1,216.25
1	JOTTO 475-1675 PARTITION	$ 732.74
1	JOTTO 475-1674 HSEP	$ 100.88
1	JOTTO 475-1682 CARGO BARRIER	$ 471.24
1	475-1763 W/A DOOR	$ 430.74
1	BLACK RAC AR/870 MOUNT	$ 843.00
1	PANASONIC ARB-HDVC35 W/ANTENNAS	$ 8,497.91
1	CEM8 EXP MODULE	$ 80.00
1	WHELEN CHOWLER	$ 501.20
1	WHELEN 3SRCCDCR LIGHT	$ 48.00
1	SETINA CARGO BOX	$ 1,629.52
1	STINGER 75832 LIGHT KIT	$ 142.50
		$ -
		$ -
	shop supplies	$ 100.00
		$ -
	Installation Labor	$ 2,475.00

Total Upfit **$ 21,939.61**

Jeremy McAllister
Upfit Manager
Superior Automotive Group
490 Hwy 412 East
Siloam Springs, AR
Cell: 479-616-4348

Vehicle Specifications & Pricing

ITEM 61

TYPE PPV 10127601

Chevrolet Tahoe Utility Vehicle, 2WD,
FOR POLICE PURSUIT
(NO SUBSTITUTES)

Dealer Name: _____

Vehicle Make/Model _____

Model Code: _____

City MPG Estimate _____

Highway MPG Estimate _____

CO-OP Purchasing One Way Delivery Charge Per Mile $ _____

Back to Table of Contents

VEHICLE BID PRICE

NO AWARD

Body & Chassis	Base Vehicle Minimum Requirements	Enter Vehicle Specification and Manufacturer Codes (Fill-in Unshaded Blanks Only)
4-Door SUV	EPA Classified as Standard SUV, 2WD	
Police Package	Including all features listed in manufacturer's printed specifications and literature as a part of their standard police equipment package.	
Vehicle Testing & Evaluation	Vehicle provided must be evaluated, with published results, as a pursuit vehicle in the latest Michigan State Police or Los Angeles County Sheriff's Vehicle Evaluation Program.	
Engine		
Engine (Police Pursuit)	Mfg. Std. - List # Cylinders & Size	
Fuel Type	Mfg. Std. - List Primary Type	
Oil Type	Mfg. Std. - List Weight and Type	
Transmission		
Automatic Transmission	Automatic - List Type, Speeds etc.	
Electrical		
Alternator	Mfg. Std. - List Size	
Fuel Capacity (Gals)	Mfg. Std. - List Amount in Gallons	
Exterior		
Paint	One Color Paint	
License Plate Brackets	Front and Rear Brackets	
Windshield Washer	Windshield Washer & Multi-Speed Wipers	
Spot Lamp (Driver Side)	Spot Lamp (Driver Side)	
Doors & Windows		
Doors	4 Side Doors	
Door Locks	Power Locks (Operable From Front Only)	
Rear Windows & Locks: Operable from front and rear with front lockout feature on driver door.	Rear Windows & Locks: Operable from front and rear with front lockout feature on driver door.	
Disconnect Door Courtesy Light Switches	Disconnect Door Courtesy Light Switches	
Rear Window Defrost	Rear Window Defrost	
Windows	Power Windows	
Mirrors	Mfg. Std.	
Floor		
Floor Covering	Vinyl	
Interior		
Air Conditioning	AC Factory Installed	
Radio/Single slot CD/MP3 player	Mfg. Std.	
Steering	Power Steering	
Radio Suppression Package	Mfg. Std.	
Quiet Sound Group (Noise Suppression)	Mfg. Std.	
Tilt & Cruise	Tilt Steering Wheel & Cruise Control	

ITEM 61	Dealer Name:	
Remote Deck Lid Release Control on Driver"s Side	Remote Deck Lid Release Control on Driver"s Side	
Seats		
Seating Capacity	Mfg. Std. List Maximum Occupants	
Seats: Approx. 10" spacing between front seats in center	Mfg. Std.	
Front Seat	Cloth	
Rear Seat	Vinyl	
Safety		
Brakes	Anti-Lock Brake System (ABS) - List Disc/Drums	
Restraint System All Pass	Mfg. Std. Required	
Air Bags, Front, Both Sides	Mfg. Std. Required	
Tires & Wheels		
Tires & Wheels Police Pursuit Rated	Mfg. Std. - List Size	
Spare	Mfg. Std. - List Size (Full or Space Saver)	
Wheel Covers	Wheel Covers	
Warranty		
Bumper to Bumper Warranty	3 Years or 36,000 miles, whichever comes first	
Drive Train Warranty	List Warranty	

ITEM 61	VEHICLE OPTIONS	Dealer Name:	
TYPE PPV Chevrolet Tahoe Police Pkg. Utility Vehicle, 2WD (NO SUBSTITUTES) Back to Table of Contents			

Engine	Code	Option Minimum Requirement	Enter Optional Equip. Desc. & Mfg. Option Codes	Price
Flex Fuel	FFV	Add Flex Fuel		$
Electrical				
Lights	DL	Add Daytime Running Lights		$
Spot Lamp: Additional Front Passenger Side	OO	Spotl Lamp: Additional Front Passenger Side		$
Delete Spot Lamp (Credit)	MO	Deduction For Delete Spot Lamp		$ (deduct)
Chassis Straps	ST	Chassis Straps for radio interference		$
Doors & Windows				
Tinted Windows	TG	Add Deep Tinted Glass		$
Switches: Rear Window Inoperative. Rear Door, Interior, Door Locks and Handles Inoperative.	WD	Switches: Rear Window Inoperative (only operate from driver's position). Rear Door, Interior, Door Locks and Handles Inoperative (can only be opened from the outside).		$
Interior				
Radio Upgrade	RU	Premium Audio System with AM/FM Stereo & MP3 Capability		$
Cloth Seats	CS	Cloth Seats		$
Carpeted Floors With Mats	CF	Carpeted Floors With Mats		$
Rear Air Conditioning	RA	Factory Installed Rear Auxiliary Air Conditioning		$
Rear Backup Camera	RC	Rear Backup Camera		$
Exterior				
Body Side Moulding	AM	Body Side Moulding		$
Full Size Spare	WL	Spare Mounted On Matching Wheel		$
Integrated Com. System	IC	Integrated Communication System		$
Keyless Entry	KE	Keyless Entry		$

RESOLUTION NO. _____

A RESOLUTION AWARDING BID IFB 22-104 TO SUPERIOR AUTO GROUP FOR THE PURCHASE OF EIGHT (8) 2023 CHEVROLET TAHOES IN THE AMOUNT OF FIVE HUNDRED THIRTY-THREE THOUSAND SIX HUNDRED FIFTY-TWO DOLLARS AND EIGHTY-EIGHT CENTS ($533,652.88); ADJUSTING THE 2023 BUDGET TO APPROPRIATE TWENTY-NINE THOUSAND SIX HUNDRED FIFTY-TWO DOLLARS AND EIGHTY-EIGHT CENTS ($29,652.88) FROM GENERAL FUND ERSERVES INTO ACCOUNT #102010-47420 – CAPITAL VEHICLES; AND FOR OTHER PURPOSES.

WHEREAS, Superior Auto Group is the lowest qualified bidder for bid IFB-22-104;

WHEREAS, this contract covers the purchase of eight (8) 2023 Chevrolet Tahoes 2WD PPV (9C1) with upfitting of emergency equipment and warranties for the City of Bentonville Police Department; and

WHEREAS, this will be paid with budgeted funds in the amount of five hundred four thousand dollars ($504, 000.00), and

WHEREAS, a budget adjustment is being requested in the amount of twenty-nine thousand six hundred fifty-two dollars and eight- eight cents ($29,652.88).

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 Superior Auto Group for the purchase of eight (8) 2023 Chevrolet Tahoes including upfitting and warranties in the amount of five hundred thirty-three thousand six hundred fifty-two dollars and eighty-eight cents ($533,652.88);

Section 2: The 2023 Budget is adjusted to appropriate twenty-nine thousand six hundred fifty-two dollars and eighty-eight cents from General Fund Reserves to Account #102010-47420 – Capital Vehicles;

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 _____ day of _____, 2023.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Kirby Romines, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**2/14/2023**
Department	**Police Department**
Submitted by	**Ray Shastid- Chief**
Phone	**(479) 271-3170**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☑ Bid Award

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

Resolution for a bid award through participation in the Sourcewell Cooperative (Co-Op) contract, #010920-SPC, to purchase a police department evidence storage system from Patterson Pope for $64,312.64. This is a Budgeted Item.

Estimated Cost	**$64,312.64**
Is this Item Budgeted?	☑ Yes ☐ No

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

Sourcewell Awarded Contract
Contract #010920-SPC

Spacesaver

INFO SHEET

SOURCEWELL

Spacesaver Corporation proudly partners with Sourcewell, a government agency serving the United States and Canada, to offer Sourcewell members a competitively bid contract. Sourcewell is a "cooperative contract" for state and local agencies, K-12, universities and colleges, non-profits, and tribal government to purchase from awarded vendors. As a cooperative contract Sourcewell is working for both buyers (members) and vendors.

Spacesaver is the innovator in storage solutions from high-density mobile, to secure storage for government and public safety, to new ideas that can streamline library and museum operations to campus solutions. Join Sourcewell at no cost and access Spacesaver's competitively-priced storage solutions to start saving time, money, and resources today.

To learn more about Spacesaver or to find a local authorized dealer, visit www.spacesaver.com.

To learn more about Sourcewell or to become a member, visit www.sourcewell-mn.gov.

SPACESAVER'S SOURCEWELL CONTRACT INFORMATION

CONTRACT NUMBER: 010920-SPC

EFFECTIVE DATE: 03/25/2020 - 03/25/2024

PRODUCTS: All Spacesaver Manufactured Products; excluding ActivRAC® Stainless Steel

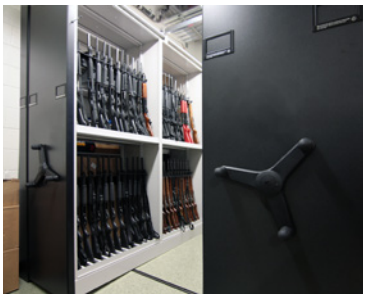
SOURCEWELL MEMBERSHIP OPEN TO:

- State & Local Government Entities
- All Education: Private & Public
- Non Profits (Tax Exempt Organization)
- Tribal Government
- Canadian Provinces
- Canadian Healthcare Entities

VALUE OF BEING A SOURCEWELL MEMBER

- The formal contracting process is satisfied on your behalf–proven process eliminates low bid, low quality results.
- No cost, obligation, or liability to be a member
- A legal and easier purchasing process–ensuring best use of time and money.
- Contracts are requested, awarded, and regulated by a municipal agency and governed by a publicly elected board of directors
- Sourcewell maintains all procurement documentation for you, a complete procurement file is posted on the website.
- Sourcewell is a government entity committed to helping their members succeed in fulfilling their own public service missions.
- The opportunity to purchase the very best products, equipment, and services through nationally solicited contacts.










Spacesaver has storage solutions for U.S. and Canadian Sourcewell members in a variety of markets from high-density mobile storage, to secure storage for military applications, government and public-sector safety, to new ideas that can streamline education, libraries, museums, and non-profit organization operations.

Spacesaver®

Spacesaver Corporation
1450 Janesville Avenue
Fort Atkinson, WI 53538-2798
800.492.3434
www.spacesaver.com

© 2020 KI and Spacesaver Corporation. All Rights Reserved. Litho in USA. SSC/DEL Sourcewell-SPC_0620_Info

patterson·pope
SPACE MADE SIMPLE.

Proposal

Quote #: Q-53271-1
Drawing Ver: 334414 1A UPDATE
Date: 1/17/2023
Expires On: 3/19/2023

10321 S. Medallion Dr.
Cincinnati, OH 45241
Phone: (704) 523-4400
Fax: (704) 523-4499

Install To
Brandon Davis
Bentonville, AR- Police
908 SE 14th Street
Bentonville, AR 72712
(479) 418-8694
brandon.davis@bentonville.arkansas.gov

Bill To
Bentonville, AR Police Department
908 SE 14th Street
Bentonville, AR 72712

SALESPERSON	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Paul Myers	pmyers@pattersonpope.com		Deposit/Progress Payments

Attn: Detective Brandon Davis Pretax Selling Price $58,733.00 plus tax $5,579.64 for a total of $64,312.64 on Sourcewell Contract #010920-SPC-2022. Please refer to Drawing #334414-1A for details. Price includes all materials, freight, inside delivery, and installation by Spacesaver certified technicians during normal business hours. Assumes clear access to room. Customer to select standard colors from Spacesaver standard color selections brochure. Current lead time is 10 to 12 weeks from the time that we receive order.

Sub Total:	$58,733.00
Estimated Total Tax:	$5,579.64
Grand Total:	**$64,312.64**

Important Quote Notes
Applicable sales tax and final shipping charges will be added to the invoice if not indicated above.

INFO REGARDING STORAGE FEES: The customer acknowledges that they will be responsible for Storage Fees of $50 per pallet, per month, incurred 30 days after the ship date that are related to a delay in an installation date due to a customer's request or a site related project delay

Patterson Pope requires a purchase order (or signed quote) for each individual accepted quote.

Please provide sign off on final drawing(s). Indicate color choices on your PO.

Patterson Pope offers custom manufactured solutions to fit your unique space. For this reason no product can be ordered until a representative from Patterson Pope is able to field verify all dimensions.

Signature below indicates acceptance of this proposal and of the attached terms and conditions.

Signature: _____ **Effective Date:** _____/_____/_____

Name (Print): _____ **Title:** _____

Please sign and email to Paul Myers at pmyers@pattersonpope.com.

THANK YOU FOR YOUR BUSINESS!

Patterson Pope Terms and Conditions The following terms and conditions shall apply to any Deliverables (defined herein) provided by Patterson Pope, Inc. ("Company") to Client.

1. **Acceptance and Agreement:** The provisions on the pricing page, the purchase order and these Terms and Conditions (collectively, the "Agreement") constitute the entire agreement between Company and Client and supersede all other communications between the parties, whether written or oral, regarding the products and services described in this Agreement ("Deliverables"). The terms of this Agreement are expressly limited to those provided herein, and no purported modification, addition, or waiver of the provisions hereof shall be binding on Company for any purposes unless contained in writing, signed by an authorized representative of Company. The provisions hereof shall be deemed to have been accepted by Client's acceptance of all or any part of the Deliverables. All orders or any changes to such orders shall be subject to acceptance by Company. Change orders requested after receipt of Client purchase order may also incur additional charges. If, for any reason, Client cancels the order, any cancellation, restocking and handling charges will be invoiced. Future purchase orders (or similar engagement documents) and associated pricing pages may reference these Terms and Conditions, and by such reference, these Terms and Conditions shall be incorporated therein.

2. **Payment and Pricing:** Pricing quoted on the pricing page supersedes all previously quoted prices and is good for 60 days from the date of this Agreement. The pricing page may or may not include applicable sales or other taxes required by law; such taxes will be billed to Client and are Client's sole responsibility. This system has been custom designed and will be specially manufactured for your unique requirements. A non-refundable down payment of 40% is due upon order, 30% is due at the time of shipment and 30% is due at the time of completion. Client shall have no authority to assert any offsets or discounts against any payment due, except as expressly agreed to by Company in the pricing page or other signed writing. Client represents and warrants to Company that it is solvent at the time this Agreement is made. Client hereby grants a security interest in the product Deliverables to secure payment to Company and consents to Company filing a financing statement to perfect such security.

3. **Space Requirements:** This system has been specially designed to meet Client's specific requirements; as such, most of the equipment is manufactured on a "per job" basis. Client shall allow Company's representative(s) reasonable access to Client's facilities to confirm whether the space where the Deliverables will be installed matches Client's representations. In the event that the space cannot be field verified before the Deliverables must be ordered and the actual space does not match what had been previously represented, Client is responsible for any delays and additional costs incurred to reconfigure the Deliverables to fit actual space (i.e. extra material, labor, and freight). Notwithstanding any field verification by Company, it is Client's responsibility to be certain the space is suitable for the installation of this equipment (i.e. adequate fire protection and floor load capacity).

4. **Acceptance:** Client shall accept the Deliverables which conform to the requirements of specifications under this Agreement. All claims for errors, shortages, or damage ("Non-conformance") must be made in writing to the respective Account Representative within ten (10) days of Client's receipt of any Deliverables, and Company shall have a reasonable period of time, based on the severity and complexity of the Non-conformance, to correct the Non-conformance. If Client uses the Deliverables before acceptance or fails to promptly notify Company of any Non-conformance then the Deliverables shall be considered accepted by the Client.

5. **Freight and Shipping:** Freight and shipping terms are detailed on the pricing page. In the event that Client or one of its agents refuses delivery for whatever reason on or after the estimated delivery date, Client will be responsible for the payments in accordance to Section 2 and the pricing page in addition to any supplemental storage charges incurred by Company as a result of the delay *unless* the delay is caused by Company, one of its manufacturers, freight carriers, subcontractors, and/or any other agent acting on Company's behalf.

6. **Storage Fees:** As part of the Sales Agreement, Patterson Pope agrees to provide 30 days of storage at no cost. After 30 days storage fees will accrue and become billable to customers for any customer related delay or site related delay that results in a change in the installation date.

7. **Limited Warranty:** Company warrants its installation services under the Agreement shall be performed with reasonable care in a diligent and competent manner. Company's sole obligation under this warranty shall be to correct any Non-conformance, provided that Client gives Company written notice within ten (10) days after installation is completed. Company does not warrant and is not responsible for any product Deliverables or third party services. Client agrees to look to the third party manufacturer or vendor (and not Company) with respect to all claims regarding such third party products or services as its sole and exclusive remedy. *This section is Company's only warranty concerning the product and service Deliverables, and is made expressly in lieu of, and to disclaim, all other warranties and representations, express or implied, including any implied warranties of merchantability, non-infringement, or fitness for a particular purpose, or otherwise.*

8. **Limitation of Remedy and Liability:** *The maximum liability of Company and Company's principals, directors, officers, agents, employees, personnel, affiliates and their partners shall be the fees Company actually receives under the Agreement for the portion of work giving rise to the liability. In no event shall any of the above be liable to Client or any third party for any indirect, special, incidental, consequential, exemplary or punitive damages of any kind whatsoever in connection with the agreement, including but not limited to lost profits, loss of business opportunity, lost savings, and loss of business information.* Client will bear the risk of loss or damage to, or theft of, any Deliverables once delivery has been made to the Client. Any action against Company must be brought within twelve (12) months after the cause of action arises. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control, including but not limited to, strikes, riot, war, fire, flood, storm, explosion, accident, or other acts of God. This contract shall be construed in accordance with the laws of the State of North Carolina (without regard to its choice of law provisions). Claims arising out of or requiring the interpretation of this Agreement shall be brought and litigated exclusively in courts located within Mecklenburg County, North Carolina, or if a federal court, the court whose district includes Mecklenburg County, North Carolina. This Agreement may not be assigned without prior written consent; provided, however, Company may assign this Agreement in whole or in part, without the Client's consent, in connection with a merger, acquisition, corporate reorganization, or sale of substantially all of the Company's assets, and Client agrees that Company shall be released from any further obligations under this Agreement upon such assignment.

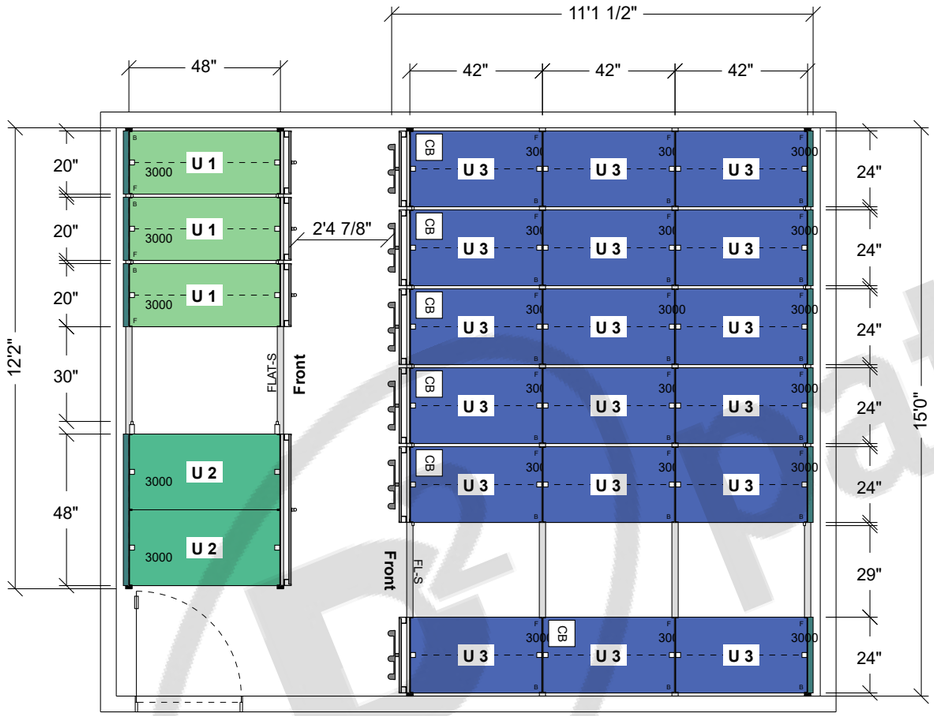
Patterson Pope, Inc. Date

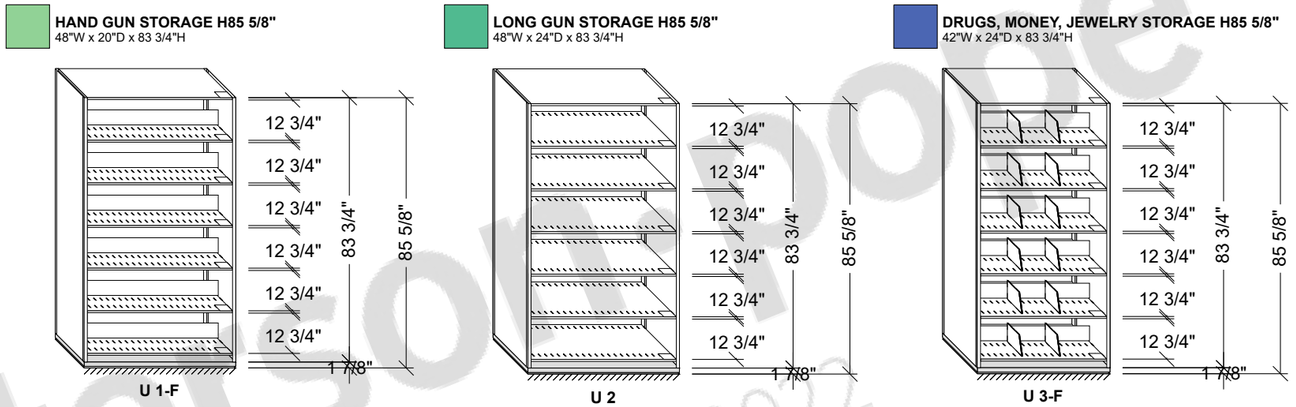
CLIENT Date

(This Agreement may be signed in counterparts and by facsimile or electronic signature by an authorized representative.)

Purchase Order #_____

patterson·pope
pattersonpope.com





WHEELHOUSE SYSTEM CHARACTERISTICS	
GUIDANCE	DUAL FLANGE
RAIL TYPE	WH FLOORLESS OR ANTI-TIP
END PANELS	STEEL
DRIVE TYPE	MANUAL OR MECHANICAL ASSIST
SWEEP	NONE
SAFETY	NONE
FLOOR/RAMP	NONE
STATIONARY UNITS	SITTING ON FLOOR
FLOOR COVERING	BY OTHERS

SHELVING CHARACTERISTICS	
TYPE	4-POST
UPRIGHTS	ALL CLOSED
DOUBLE UNITS	FULL DEPTH OR BACK TO BACK
UPRIGHT HEIGHT	83-3/4"
NO. OF OPENINGS	6
DIVIDERS PER OP.	FILE / 2
FRONT BASE	NONE - MOBILE SUPPORT
SHELF TYPE	SLOTTED FILE / SOLID TOP
SUPPORT TYPE	11G SUPPORT
REF. SHELVES	NONE
BACK PANELS	NONE

DRAWING LEGEND	
	SHELVING ON MOBILE CARRIAGES
	STATIC SHELVING ON RAISED PLATFORM
	STATIC SHELVING ON FLOOR
	DOUBLE FACE SHELVING SECTION

SPACESAVER WHEELHOUSE FLOORLESS RAIL IS DESIGNED TO BE USED ON NORMAL INDUSTRIAL FLOORS WITH NO LEVELING REQUIRED PROVIDED THE FLOOR FLATNESS MEETS THE FOLLOWING SPECIFICATIONS:
- **1/8" OVER ANY 2' RUN OF RAIL.**
- **1/4" OVER ANY 12' RUN OF RAIL.**
- **1/8" FROM PERPENDICULAR POINTS ON ADJACENT RAILS.**
- **3/8" FROM PERPENDICULAR POINTS ACROSS ALL RAILS.**

NEVER INSTALL SURFACE MOUNTED OR RECESSED RAIL ON FLOOR WITH:
- **FLOOR DRAINS**
- **DRAMATIC SLOPES**
- **INSUFFICIENT FOUNDATIONS OR SUBFLOOR MATERIAL**

CURRENT LEAD TIME FOR PRODUCT AS DRAWN IS 9 WEEKS FROM ORDER DATE LEAD TIMES SUBJECT TO CHANGE

50 YEARS OF STUFF

Project Name: BENTONVILLE, AR POLICE - UPDATE EVIDENCE ROOM

Salesperson: MYERS,PAUL

Scale: 1/4" = 1'

Rev level:

Project #: 334414 1A

Drawn by: K. KELLY

Date Printed: 12/19/2022

APPROVAL
This drawing Approved By:

Dated

COPYRIGHT © 2020 SPACESAVER CORPORATIONPATTERSON POPE. ALL RIGHTS RESERVED

Copyright © 2004Spacesaver Corporation. This material is proprietary and confidential, and the disclosure reproduction by photography, film, blueprint or otherwise or incorporation into any information retrieval system without first receiving written approval from Spacesaver Corporation is expressly prohibited by law.

RESOLUTION NO. _____

A RESOLUTION AWARDING SOURCEWELL COOPERATIVE CO-OP CONTACT NUMBER 010920-SPC, TO PATTERSON POPE FOR THE PURCHASE OF A POLICE DEPARTMENT EVIDENCE STORAGE SYSTEM IN THE AMOUNT OF SIXTY-FOUR THOUSAND THREE HUNDRED TWELVE DOLLARS AND SIXTY-FOUR CENTS ($64,312.64); AND FOR OTHER PURPOSES.

WHEREAS, purchasing performed an evaluation of this co-op contract (010920-SPC) that the solicitation was in line with both Arkansas State Statute and the City's Purchasing Policy;

WHEREAS, this contract covers the purchase of a Police Department evidence storage system including all materials, freight, inside delivery, and installation; and

WHEREAS, this will be paid with budgeted funds in the amount of sixty-four thousand three hundred twelve dollars and sixty-four cents ($64,312.64).

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 Patterson Pope for the purchase of a Police Department evidence storage system;

Section 2: The estimated contract cost is sixty-four thousand three hundred twelve dollars and sixty-four cents ($64,312.64);

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 _____ day of _____, 2023.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Kirby Romines, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**2/14/2023**
Department	**Police**
Submitted by	**Chief Ray Shastid**
Phone	**(479) 271-3170**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

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

Ordinance approval requested for a waiver of bid to allow for the purchase of Patrol Uniforms from Galls, LLC in Springdale, Arkansas. The 2023 budget total allotment for Police Department Uniform Supplies is $131,500.00. This is a Budgeted Item.

Estimated Cost	**$131,500.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

Waiver of Bid Request

Date of City Council Meeting	**2/14/2023**
Department	**Police Department**
Submitted by	**Chief Ray Shastid**
Phone	**(479) 271-3173**

Vendor	**Galls, LLC**
Total Cost	**$131,500.00**

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

Dispatch uniforms, patrol uniforms, bike team uniforms, SWAT uniforms, Bomb Squad uniforms, leather gear, ballistic vests and other soft uniform items such as coats, jackets, rain gear, hats, and informal uniforms. Items have various descriptions, manufacturers, and product details.

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

Due to being determined the sole source provider for public safety uniforms and uniform accessories for the City's public safety departments, as explained in the attached Memos, it is impracticable to solicit bids for the purchase of these items.

MEMORANDUM

PURCHASING DEPARTMENT

TO: City Council, Administration

FROM: Gladys Shoemake, Purchasing Manager

DATE: February 1, 2023

SUBJECT: The purchase of public safety uniforms and uniform accessories

---

In 2019, the Purchasing Office conducted an internal review of public safety uniforms and uniform accessory purchases, with the primary goal being to assess the practicality in inviting competitive bids for the purchase of public safety uniforms and accessories. On March 13, 2020 Purchasing issued a Memo explaining the determination that Galls, LLC was the sole source provider for the City's public safety uniforms; the information resulting from the original review and Memo has been included in this Memo.

In January 2023, Purchasing reviewed the information in the March 13, 2020 Memo and consulted with the City's Police and Fire Departments, determining that there had been no change to the sole source justification in the original Memo. In 2022, the Government Services Administration (GSA) Cooperative (Co-Op) Contract issued a new Contract, 47QSWA21D008H. This Contract is used when possible by the Police and Fire Departments to obtain co-op pricing for certain items. The

Purchasing will conduct this review annually, to determine if any change has been found and either communicate that change or adjust the recommendation for the purchase of these items.

Please feel free to contact me with any questions.

Gladys Shoemake

(479) 271-3115

gshoemake@bentonvillear.com

Attachments: Information from the original Memo describing the review of the City's purchase of public safety uniforms and accessories (March 2020)

MEMORANDUM

PURCHASING DEPARTMENT

Information from Original Review:

In 2019, the Purchasing Office conducted an internal review of public safety uniform and uniform accessory purchases, with the primary goal being to assess the practicality in inviting competitive bids for the purchase of public safety uniforms and accessories.

The following are important factors considered during this review:

- Public safety uniforms consist of non-typical uniform types, such as police (which require expedited alterations and repairs) and fire clothing types, but also require the purchase of various small accessories. Other City Departments, not in the public safety sector, use more standardized uniforms, such as khaki pants or jeans and polo shirts and jackets.
    - Purchasing determined that the various accessories needed by public safety staff, such as holsters for various weapons, make the uniform needs for these Departments unique from other City Departments. Furthermore, these additional needs make it difficult to determine spending thresholds applicable to different procurement methods (bidding, cooperative contract use etc.) due to the different types of the items (ex. purchase of pants/shirts vs. purchase of holsters/belts) .

- Galls offers a Springdale, Arkansas location, which allows the public safety Departments to pick up/drop off uniforms according to their availability.

- Galls has consistently been acquiring other local public safety uniform providers, such as Cruise Uniforms (now a Galls company), drastically limiting the vendor pool that would be potential bidders, if bidding these uniform types was determined practical.

- According to the Police Department, Galls/Cruise is the only local provider that allows pick-up and alterations; the Police Department utilizes and relies on these services frequently.

- Some Galls items are available through the Federal Cooperative (Co-Op), GSA, via utilization of Contract GS-07F-0157M. Both Departments utilize this cooperative pricing when applicable.

    - Pursuant to §19-11-249, use of a Co-Op is permitted. When Departments request to purchase from a Co-Op, Purchasing conducts a review of the Co-Op contract to determine if the contract is in line with both Arkansas State Law and City purchasing procedures, as well as if the purchases from the contract can be accurately tracked and verified.

    - Due to the nature of how the Federal Co-Op offerings are organized, and the wide array of available options in public safety uniform accessories, Purchasing determined that it was not feasible to expect public safety departments to accurately track and confirm all pricing offered through the cooperative using solely cooperative contract participation.

Based on the above factors and the nature of public safety uniform needs, Purchasing has determined Galls, LLC to be sole source for the City's public safety uniform purchases.

Pursuant to §14-58-303, the requirements of competitive bidding in exceptional situations where this procedure is deemed not feasible or practical, may be waived by ordinance by the City's governing body. In accordance with this Statute, Purchasing recommends that the City's public safety Departments waive competitive bidding for the purchase of these uniforms and accessories from Galls, using GSA Federal Co-Op pricing and alternate cost options offered by Galls to realize cost savings when applicable.

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF UNIFORMS FOR THE BENTONVILLE POLICE DEPARTMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, NOT TO EXCEED ONE HUNDRED THIRTY-ONE THOUSAND FIVE HUNDRED DOLLARS ($131,500.00), WITH GALLS LLC, FOR THIS PURCHASE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Police Department requires a standardized and centralized provider for uniforms and accessories;

WHEREAS, Galls LLC is the sole provider for such uniforms and accessories in the area, and bidding would not result in competitive submittals; and

WHEREAS, this agreement will be funded with budgeted monies.

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 Galls LLC, for the purchase of uniforms and uniform accessories for the Bentonville Police Department, in an amount not to exceed one hundred thirty-one thousand five hundred dollars ($131,500.00);

Section 2: This purchase will be made using budgeted funds;

Section 3: 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 the purchase of uniforms and uniform accessories for the Bentonville Police Department;

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.

PASSED this _____ day of _____, 2023.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

Attest:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**2/14/2023**
Department	**Police Department**
Submitted by	**Chief Ray Shastid**
Phone	**(479) 271-3173**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

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

Resolution approving an amendment to the Police Department's Tyler Technology New World contract to add a mobile Enterprise Law Enforcement Field Mobile with Advanced Mapping [12 licenses] and Enterprise Fire Field Mobile with Advanced Mapping [3 licenses] software package. This is a Budgeted Item.

Estimated Cost	**$14,101.00**
Is this Item Budgeted?	☐ Yes ☐ No

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

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and City of Bentonville, with offices at 908 SE 14th St., Bentonville, AR 72712-6719 ("Client").

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of December 10, 2008 (the "Agreement"); and

WHEREAS, Tyler and Client now desire to amend the Agreement.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The software and/or services set forth in Exhibit 1 and 2 and associated services as noted in Schedule 1 to this Amendment are hereby added to the Agreement.

2. The following payment terms, as applicable, shall apply:

    a. Additional software fees will be invoiced 100% on the Amendment Effective Date.
    b. Associated maintenance and support fees, prorated for a time period commencing on the Amendment Effective Date and ending at the same time as the end of the then-current annual maintenance term for previously licensed software under the Agreement, are due on the Amendment Effective Date. Subsequent annual maintenance fees will be invoiced in accord with the Agreement.
    c. *Hosting Fees*: Hosting Fees, prorated for the time period commencing on the Amendment Effective Date and ending at the same time as the end of the then-current maintenance and support term under the Agreement, are due on the Amendment Effective Date. Hosting Services will renew annually for one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. Subsequent Hosting Services fees will be invoiced annually in advance at our then-current rates.
    d. Additional Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Amendment Investment Summary.

3. Section 5, as added to the Agreement per the Amendment dated August 16, 2022, is hereby deleted in its entirety and replaced with the following:

    5. Specific to the Data & Insights-Public Safety Analytics items added to the Agreement by this Amendment, in the event of a conflict between any term or provision in the Amendment and any term or provision in the Agreement, the terms of the Amendment shall govern. The Agreement shall otherwise remain and continue in full force and effect. If the Agreement terminates, so does Client's access to the Data & Insights software.

4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.	City of Bentonville, AR
By: _____	By: _____
Name: Sherry Clark	Name: _____
Title: Group General Counsel	Title: _____
Date: _____	Date: _____



Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

INVESTMENT SUMMARY

Tyler Software	$ 7,125
Services	$ 2,480
Third-Party Products	$ 0
Travel	$ 0
Total One-Time Cost	$ 9,605
Annual Recurring Fees/SaaS	$ 3,000
Tyler Software Maintenance	$ 1,496

Quoted By:	Christina Milson
Quote Expiration:	5/15/23
Quote Name:	Field Mobile

Sales Quotation For:
City of Bentonville
908 SE 14th St
Bentonville AR 72712-6719
Phone: +1 (479) 271-3173

Tyler Software

Description	License	Discount	License Total	Year One Maintenance
Enterprise Public Safety				
Mobile				
Enterprise Law Enforcement Field Mobile with Advanced Mapping [12]	$ 5,700	$ 0	$ 5,700	$ 1,197
Enterprise Fire Field Mobile with Advanced Mapping [3]	$ 1,425	$ 0	$ 1,425	$ 299
Total	$ 7,125	$ 0	$ 7,125	$ 1,496
TOTAL	**$ 7,125**		**$ 7,125**	**$ 1,496**

Annual / SaaS

Description	Fee	Discount	Annual
Enterprise Public Safety			
Hosting			
Mobility Hosting Annual Fee	$ 3,000	$ 0	$ 3,000
TOTAL			**$ 3,000**

Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
Enterprise Public Safety					
Mobility Implementation	1	$ 2,480	$ 0	$ 2,480	$ 0
TOTAL				**$ 2,480**	**$ 0**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$ 7,125	$ 1,496
Total Annual	$ 0	$ 3,000
Total Tyler Services	$ 2,480	$ 0
Total Third-Party Hardware, Software, Services	$ 0	$ 0
Summary Total	**$ 9,605**	**$ 4,496**
Contract Total	**$ 14,101**	

Assumptions

Personal Computers must meet the minimum hardware requirements for Enterprise Public Safety products. Microsoft Windows 7 64-bit with Extended Security Updates and Windows 10 64-bit is required for all client machines. Windows Server 2012/2012 R2/2016/2019 and SQL Server 2012 SP4/2014 SP2/2016 SP2/2017/2019 are required for the Application and Database Server(s).

Enterprise Public Safety product requires Microsoft Windows Server 2012/2012 R2/2016/2019 and SQL Server 2012 SP4/2014 SP2/2016 SP2/2017/2019, including required User or Device Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler. The supported Microsoft operating system and SQL versions are specific to Tyler's release versions.
Enterprise Public Safety product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.
Tyler recommends a 100 Mbps/1 Gbps Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.
Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Client is responsible for any third-party support.
Licensed Software, and third-party software embedded therein, if any, will be delivered in a machine readable form to Client via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.
Tyler's GIS implementation services are to assist the Client in preparing the required GIS data for use with the Licensed Enterprise Public Safety Software. Depending upon the Licensed Software the Client at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Client is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary, Tyler will assist Client in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed Enterprise Public Safety Software.
Client is responsible for any ongoing annual maintenance on third-party products and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements.
All Tyler Clients are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Client's GIS data will be contracted by Client separately with Esri.
When Custom interface is included, Custom interface will be operational with existing third-party software. Any subsequent changes to third-party applications may require additional services.
When State/NCIC is included, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.
The amount of converted data entering the new system can drastically impact storage utilization. Additional drive space may be required on the production and test SQL and file storage servers to accommodate the converted data based on the quantity of source data. During the conversion process, additional drive space on the production and test SQL servers will also be required temporarily. Does not apply to Data Archive
Travel expenses will be billed as incurred according to Tyler's standard business travel policy.

Enterprise Fire Field Mobile client software supports Apple iOS version 11.0 (or higher) and Android version 8.0 (or higher). Supported Android devices include Galaxy S8 or newer, Note 9 or newer, Galaxy Tab S4 or newer and two watches running Tizen 4.0 or newer the Gear S3 and Galaxy Watch.
Enterprise Law Enforcement Field Mobile client software supports Apple iOS version 11.0 (or higher) and Android version 8.0 (or higher). Supported Android devices include Galaxy S8 or newer, Note 9 or newer, Galaxy Tab S4 or newer and two watches running Tizen 4.0 or newer the Gear S3 and Galaxy Watch.



Exhibit 2
Additional Terms for Enterprise Public Safety Hosted Components

We will provide you with the Enterprise Public Safety hosted components of Tyler Software indicated in the Investment Summary of this License and Services Agreement. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. Additional Definitions. The following definitions shall apply to this Exhibit:

   1.1. **"Enterprise Public Safety Components"** means the Enterprise Public Safety hosted components of Tyler Software identified in the Investment Summary.

   1.2. **"Hosting Services"** means the hosting services Tyler will provide for the Enterprise Public Safety Components for the fees set forth in the Investment Summary. Terms and Conditions for the Hosting Services are set forth in this exhibit.

   1.3. **"SLA"** means the service level agreement applicable to the Hosting Services for the Enterprise Public Safety Components. A copy of Tyler's current SLA is attached hereto as Schedule 1 to this exhibit.

   1.4. **"Third Party Services"** means the services provided by third parties, if any, identified in the Investment Summary.

2. Hosting Terms for Enterprise Public Safety Components.

   2.1. We will either host or engage Third Party Services in order to host the Enterprise Public Safety Components set forth in the Investment Summary for the fees set forth therein. You agree to pay those fees according to the terms of the Invoicing and Payment Policy. In exchange for those fees, we agree to provide the Hosting Services according to the terms and conditions set forth in this Exhibit, and the other applicable terms of the Agreement. If you fail to pay those fees, we reserve the right to suspend delivery of the applicable Hosting Services after advance written notice to you of our intention to do so.

   2.2. In our sole discretion, we may elect to migrate the Hosting Services to a replacement system (including our own) and will undertake reasonable efforts to complete such transfer during maintenance windows as set forth in the SLA. We will undertake reasonable efforts to provide you with advance written notice of any such transfer. You agree to provide all reasonable assistance and access in connection with any such transfer. In the event the Enterprise Public Safety Components are transferred to our data center and we provide hosting services directly to you, the terms of the SLA will also apply.

   2.3. The initial term for the Hosting Services is one (1) year. Thereafter, the term will renew automatically for additional one (1) year terms, unless terminated by either party at least thirty (30) days in advance of the upcoming renewal date.

   2.4. Where applicable, we will perform or cause to have performed upgrades of the applications, hardware, and operating systems that support the Hosting Services. These upgrades are performed in commercially

reasonable timeframes and in coordination with third-party releases and certifications. We will make available information on industry-standard minimum requirements and supported browsers for accessing the Hosting Services.



Exhibit 2
Schedule 1
Service Level Agreement

Agreement Overview

This SLA outlines the information technology service levels that we will provide to you to ensure the availability of the Hosting Services that you have requested us to provide. All other support services are documented in the applicable Support Call Process. All defined terms not defined below have the meaning set forth in the Agreement.

Definitions

Attainment: The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the applicable software products are materially unavailable for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

Service Availability

The Service Availability of the applicable software products is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

Client Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the applicable Support Call Process exhibit. You may escalate through the hosting hotline. You will receive a support incident number. Any Downtime is measured from the time we intake your support incident.

To track attainment, you must document, in writing, all Downtime that you have experienced during a billing cycle. For purposes of this Service Level Agreement, billing cycle shall be based on each calendar quarter. You must deliver such documentation to Tyler within thirty (30) days of a billing cycle's end.

The documentation you provide must substantiate the Downtime. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

Tyler Responsibilities

When our support team receives a call from you that a Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, outlined above, we will compare that report to our own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

We will respond to your Downtime report within thirty (30) days of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

Client Relief

When a Service Availability goal is not met due to your confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, your total credits will be doubled, with equal relief being provided in that later billing cycle.

Client Relief Schedule

Targeted Attainment	**Actual Attainment**	**Client Relief**
100%	98-99%	Remedial action will be taken at no additional cost to you.
100%	95-97%	Remedial action will be taken at no additional cost to you. 4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	Remedial action will be taken at no additional cost to you. 5% credit of fee for affected billing cycle will be posted to next billing cycle

You may request a report from us that documents the preceding billing cycle's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued. That report is available by

contacting the hosting hotline through the support portal(s).

Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you. When maintenance is scheduled to occur, we will provide approximately two (2) weeks' advance written notice to the contact information that you supply on your notification form. When emergency maintenance is scheduled, you will receive an email at that same contact point.

Force Majeure

You will not hold us responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will include the details and circumstances supporting our request for relief with clear and convincing evidence pursuant to this provision. You will not unreasonably withhold your acceptance of such a request.

RESOLUTION NO._____

A RESOLUTION ALLOWING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDMENT TO THE CONTRACT WITH TYLER TECHNOLOGY NEW WORLD ADDING ENTERPRISE LAW ENFORCEMENT AND FIRE COMMAND STAFF FIELD MOBILE WITH ADVANCED MAPPING SOFTWARE PACKAGE, NOT TO EXCEED FOURTEEN THOUSAND ONE HUNDRED ONE DOLLARS ($14,101.00); AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Police Department has an existing agreement with Tyler Technology/New World for public safety software;

WHEREAS, this amendment allows for a total of fifteen (15) license software packages that provides notification, access, live call information, and real-time mapping of police/fire units and personnel via a mobile device; and

WHEREAS, the cost includes the software, install services and first year maintenance; 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 amendment to the agreement with Tyler Technology New World to add Enterprise Law Enforcement and Fire Command Staff Field Mobile with Advanced Mapping Software Package, in an amount not to exceed fourteen thousand one hundred one dollars ($14,101.00);

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 _____, 2023.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

Attest:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**2/14/2023**
Department	**Police Department**
Submitted by	**Ray Shastid-Chief**
Phone	**(479) 271-3170**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

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

Resolution to award RFP-22-77 for Official Police Light & Medium Duty Towing Services to Bentonville Towing, LLC. The term of the awarded contract shall be one (1) year, renewable annually upon mutual written agreement for a total maximum term not to exceed three (3) years. No Budget Adjustment is needed.

Estimated Cost	**$**
Is this Item Budgeted?	☐ Yes ☑ No

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

RFP-22-77-Official Police Light & Medium Duty Towing Services Contract for Services As Needed

Tabulation of Submissions

Submission Deadline Date & Time: January 6, 2023, 4:00 PM
Evaluation Results Tabulation Date: January 24, 2023

Submission Number	Submitter Name	Submitter Company Name	Submission Requirements Met (Y/N)
1	Austin Griffith	Bentonville Towing	Y
2	Amanda Hillis	NWA Towing and Recovery Inc.	Y
3	Ryan Ward	Roadside Services, LLC	Y

Ranking Criteria:

1. Experience and Qualifications performing the same or similar Scope of Work.	**20 points**
2. Minimum criteria met, including but not limited to compliance with the location requirement, and equipment requirements.	**25 points**
3. Past Performance (including with the City, or other governmental entities).	**20 points**
4. Overall Quality of the Services to be Provided (as demonstrated in the Proposal and any investigations the City makes through the evaluation process).	**20 points**
5. Charges and Rates for the Services described in this RFP (Submitters must use the form contained in this RFP Document as specified).	**15 points**

Tabulation:

Evaluation Committee Member Ratings (total ranking for all criteria - rated out of 100)	Submitter Name		
	Bentonville Towing	NWA Towing and Recovery Inc.	Roadside Services, LLC
Committee Member 1	97/100	82/100	83/100
Committee Member 2	97/100	90/100	94/100
Committee Member 3	90/100	72/100	85/100
Total points	284/300	244/300	262/300

Bentonville Towing Averaged Score: 94.7
NWA Towing and Recovery Inc. Averaged Score: 81.3
Roadside Services, LLC Averaged Score: 87.3

Letter of Interest

Bentonville Towing

904 SE 8th St. Bentonville, AR 72712

479-273-3743

Bentonville Towing has been serving the City of Bentonville and the surrounding area since 1997 and has held the official police towing contract since 2005. During their time, owners Darrell and Carrie Meeks not only built a strong reputation with the City of Bentonville, Bentonville Police and Fire departments, car dealerships, and autobody shops but the residents of Bentonville and surrounding areas.

After their decades of service to the city and its residents Darrell and Carrie recently made the decision to pass the torch to the next generation. The company has transitioned to a new owner, Austin Griffith, who is just as passionate about serving the city and community exactly as the Meeks have. His family has been living in Bentonville since the 1970's and he was born and raised just down the road from where Bentonville Towing has operated all these years. He graduated from Bentonville High School in 2010 and is a graduate of the University of Arkansas. All here at Bentonville Towing are confident the combination of his previous business experience, as a Merchant for Walmart, and the industry expertise of the Meeks create a strong recipe of continued success for the company. He takes pride in being from Bentonville, being with Bentonville Towing, and being able to be such an integral part of the community.

Even though the company has changed hands the Meeks will still be connected to the business for years to come. They are both personally and financially invested in the future success of the business. All the core employees and their combined decades of experience will be remaining with the company, including two of their children and their son in law Mathew Blain.

The most important goal the new owner has is to keep what the Meeks have built alive and maintain the level of professionalism and safety they have provided the community. This level of professionalism and safety have been their top priorities twenty-four hours of the day, seven days a week, 365 days a year. These values have resulted in multiple awards and recognitions. Bentonville Towing has received Certificates of Appreciation from the Bentonville Police Department, Bentonville Fire Department, and Bella Vista Fire Department. Awards such as the Service Provider Excellence Award form AAA, the Trusted Tower Award from American Towman, and the Order of the Towman award from the American Towman have been earned thanks to their services as well.

All the employees, Darrel, Carrie, and Austin take great pride in Bentonville Towing being a staple of the community and serving it daily. We look forward to the opportunity of continuing our services for the city and its residents for many years to come.

Required Response Section

Company Information

Name: Bentonville Towing (Griffith Company LTD. CO. DBA Bentonville Towing)

Address: 904 SE 8th ST. Bentonville, AR 72712

Business Phone Number: 479-273-3743

Owner Phone Number: 479-531-5913

Owner Email: agriffith30@yahoo.com

Company Email: bentonvilletowing@gmail.com

Website Address: https://m.facebook.com/profile.php?id=100054533676281&_rdr

Company Structure: LLC- Taxed as S-Corporation, organized in Bentonville

Owner/Principal/Officer/Members: Austin Griffith- Owner/Principal/Officer. Mathew Blain- Owner/Member/General Manager.

Overview of Company- 1 Owner/Principal Manager, 1 Owner/General Manager/Dispatcher, 1 Office Employee, 4 full time Drivers, 1 Driver/Shop Manager/Dispatcher. 12 Vehicles- 3 light duty wreckers, 1 medium duty wrecker, 8 light duty rollbacks/flatbeds.

Ownership and Management

Austin Griffith- Owner/Principal Manager (Primary Contact)

- 1 month with company
- 479-531-5913
-

Mathew Blain- Owner/General Manager

- 8 years with company
- 479-721-7421
- automotivejunky@hotmail.com

Brief Summary- Company has five full time drivers and one part time driver available 24/7, including all holidays and weekends, to respond to all calls. Dedicated dispatcher also available 24/7. The dispatcher is responsible for making sure Bentonville PD calls are prioritized over all other calls. Our drivers are required to live in the Bentonville area and are assigned full time to a rollback truck which they drive home with them each night. This allows for quick response times resulting in lower ETAs for any call but especially PD calls, which helps eliminate secondary accidents. Each driver is able operate any of the three light duty wreckers and several drivers are also able to operate the medium duty wrecker when needed. This allows the company to safely tow any vehicle commonly encountered on public streets including but not limited to motorcycles, trailers, and low clearance vehicles. Our vehicle and driver capabilities also allow for response to all recoveries defined under the Recovery Type 1 and Recovery Type 2 sections of this proposal. The company maintains adequate space to impound and store vehicles both inside and outside. We maintain the availability to release vehicles Monday through Friday 8:00 a.m. to 5:00 p.m. and after hours (nights and weekends) by appointment.

References

24/7 priority light and medium towing, emergency accident response, and impound services have been provided to the below Police and Fire Departments:

- Benton Count Sherriff Office
- Centerton Police Department
- Bella Vista Police Department
- Arkansas State Police
- Bentonville Fire Department
- XNA PD

Bentonville Towing is also the preferred provider of light and medium towing including customer vehicle pick-up and delivery for the local businesses below.

- Bob Morey's Auto Body
- Jim Morey Auto Body
- Brown's Collision
- Kenny Davis Collision
- Westside Collision
- Bob Maloney Collision Center
- Auto Appearance Group
- Prairie Creek Auto Body
- Caliber Collision
- Superior Collision
- Gerber Collision
- McClarty Daniel Ford, Nissan, GMC, Dodge
- George Nunally Chevrolet
- Cadillac of Bentonville
- BMW of Northwest Arkansas
- Mercedes Benz of Northwest Arkansas
- Superior Mazda
- Crane Hyundai and Kia

- Woods Motor Group Ford and Dodge
- Fast Auto

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712
RFP-22-77

ADVERTISEMENT

PUBLICATION DATE: December 4; December 11, 2022

NOTICE

OFFICIAL POLICE LIGHT & MEDIUM DUTY TOWING

Request for Sealed Proposals
(RFP)-22-77

The City of Bentonville, Arkansas is accepting Proposals, from experienced, qualified, capable, and approved Towing Service Companies, for the City of Bentonville Police Department. The awarded Contract will be for Official Towing Services for light to medium duty vehicles. Companies must be approved, as required in the RFP-22-77 Response Packet, including maintaining a location (where Bentonville towed vehicles are stored) within the specified ten (10) mile radius from the center of the City of Bentonville, Arkansas as defined in the RFP-22-77 Request for Proposals Packet (Response Packet).

The City reserves the right to reject any or all Proposals, and to waive informalities in accordance with the City's best interest.

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

The City intends to award the Contract to one (highest rated) Submitter; however, the City reserves the right to make award to multiple entities if in the City's best interest as determined by the City.

The City of Bentonville encourages all qualified small, minority owned, and women owned business enterprises to submit Proposals.

Interested parties can obtain information on the RFP and the required Response Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Department located at the address below. The Response Packet may also be downloaded from the Purchasing Page of the City's website (http://www.bentonvillear.com/211/Purchasing) by clicking 'Review Open RFQs/RFPs'; however, Submitters are encouraged to notify Purchasing that they have downloaded the Response Packet to ensure they are on the distribution list for Addenda and/or Q&A. Interested Parties should note that there may be a 24-48 hour delay from the date of publication for the documents to be available on the City's website. The requirements and processes for submission of a Proposal in response to this Request for Proposals is specified within the RFP-22-77 Response Packet.

The deadline for submission of a Proposal in response to RFP-22-77 is January 6, 2023 at 4:00 P.M. CST. Submissions shall only be delivered to the City of Bentonville Purchasing Department, located within the City of Bentonville Administrative Services Building, located at 1000 SW 14th Street Bentonville, AR 72712, on the 2nd Floor. All Submissions must be sealed upon delivery, and received by the Purchasing Department prior to the submission deadline date and time. NO DIGITAL SUBMISSIONS WILL BE ACCEPTED. Responses received after the deadline date and time will be considered late and will be rejected, without exception. Proposals which are unsigned, or which do not contain the Non-Collusion Affidavit (completed, signed and notarized) will be rejected.

Deadline for Questions submitted in response to this Request: December 30, 2022 at 4:30 P.M. CST.

Department responsible for Advertising: Accounting

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712
RFP-22-77

REQUEST FOR PROPOSAL

SOLICITATION INFORMATION			
Proposal Number:	**RFP-22-77**	Date of Issuance:	**December 4, 2022** **December 11, 2022**
Brief Description:	Official Police Light & Medium Duty Towing Services Contract for Services As Needed		
Agency:	The City of Bentonville, Arkansas Police Department		
Purchasing Department (Buyer):	Gladys Shoemake, Purchasing Manager		

SUBMISSION DEADLINE FOR RESPONSE			
Proposal Submission Deadline: (Date)	**January 6, 2023**	**Proposal Submission Deadline: (Time)**	**4:00 PM CST**

Proposals must be received by the Purchasing Department prior to 4:00 P.M., January 6, 2023. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit Proposals at the designated location before the Proposal submission deadline. Proposals received after the designated Proposal submission deadline will be considered late and will be rejected without exception. Digital copies of Proposals in response to this RFP are not permitted to be submitted digitally via email.

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address: ***Prospective vendors assume all risk for timely, properly submitted deliveries.**	City of Bentonville Administrative Services Building Attn: Purchasing Department – 2nd Floor 1000 SW 14th ST Bentonville, Arkansas 72712
Proposal's Outer Packaging:	Outer packaging must be sealed and properly marked with the following information: • ATTN: Purchasing Department • Proposal Number: **RFP-22-77** • Vendor's name and return address Proposals which must be opened to be identified will be considered incomplete and may be rejected.
Number of Copies for Submission:	**(1) One signed original** of the Proposal, including all required documents, SEALED is to be delivered by the specified date and time of the Proposal deadline listed herein. Failure to deliver the specified number of originals and copies will be considered an incomplete submission and may be rejected. **Digital copies will not be accepted, and may NOT be submitted via email; digital copies will be deleted upon receipt and will not be acknowledged as submitted.**

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT CONTACT INFORMATION			
Purchasing Manager:	Gladys Shoemake	Purchasing Email:	purchasing@bentonvillear.com
Purchasing Phone Number:	(479) 271-3115	Purchasing Address:	Administrative Services-2nd Floor 1000 SW 14th St. Bentonville, AR 72712

Questions regarding this Proposal should be directed ONLY to the Purchasing Department via written communication (email or mail). The deadline for submitting questions related to this Request for Proposal is December 30 , 2022 at 4:30 P.M.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712
RFP-22-77

EXECUTION OF PROPOSAL & ACKNOWLEDGEMENT OF ADDENDA

!SUBMITTED PROPOSALS MUST BE SIGNED!
Include this Page in your Proposal

Upon signing this Proposal, the proposer certifies that they have read and agree to the requirements set forth in this Proposal including specifications, conditions and pertinent information regarding the articles being proposed on. *Unsigned Proposals will be rejected without exception.*

NAME OF FIRM:	PHONE NUMBER:	FAX NUMBER:	EMAIL:
Bentonville Towing	479-531-5913		agriffith30@yahoo.com
BUSINESS STREET ADDRESS:	**CITY:**	**STATE:**	**ZIP:**
904 SE 8th st	Bentonville	AR	72712
SIGNATURE OF AUTHORIZED PERSON: [redacted]		**DATE:**	12/23/22
PRINTED NAME: Austin Griffith		**TITLE:** Owner	

ARKANSAS SALES OR USE TAX NUMBER (only if applicable):	55014312-SLS	STATE CONTRACTORS LICENSE NUMBER (only if applicable):	
Other Applicable License Numbers (Identify):			

Addenda Acknowledgement

Proposers may use this space to acknowledge any Addenda issued to this solicitation, or they may acknowledge Addenda via inclusion in their submitted Proposal. Any Addenda issued require acknowledgement.

Addendum Number & Date of Issuance	Initial to Acknowledge

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712
RFP-22-77

TABLE OF CONTENTS

ADVERTISEMENT REQUESTING PROPOSALS	PAGE 1
REQUEST FOR PROPOSALS COVER PAGE	PAGE 2
EXECUTION OF PROPOSAL (SIGNATURE PAGE) *(REQUIRED TO BE INCLUDED WITH ANY SUBMISSION)*	PAGE 3
TABLE OF CONTENTS	PAGE 4
RFP SUMMARY (SERVICES & DEADLINES)	PAGE 5
ABOUT CITY OF BENTONVILLE	PAGE 6
SCOPE OF WORK & REQUIREMENTS	PAGE 7
REQUIRED RESPONSES	PAGE 11
RFP-22-77 SUBMISSION CHECKLIST	PAGE 13
CHARGES & FEES SECTION *(REQUIRED TO BE INCLUDED WITH ANY SUBMISSION)*	PAGE 14
AWARD & EVALUATION FACTORS	PAGE 16
TERMS & CONDITIONS	PAGE 17
NON-COLLUSION AFFIDAVIT *(REQUIRED TO BE INCLUDED WITH ANY SUBMISSION)*	PAGE 21
CONTRACTOR/VENDOR DISCLOSURE *(REQUIRED TO BE INCLUDED WITH ANY SUBMISSION)*	PAGE 22
APPENDIX A: ELIGIBILITY SPECIFCIATION FOR LOCATION OF FACILITY	PAGE 23
APPENDIX B: SUBMITTER INFORMATION AND APPLICATION *(REQUIRED TO BE INCLUDED WITH ANY SUBMISSION)*	PAGE 25
APPENDIX C: DRAFT EXAMPLE OFFICIAL LIGHT AND MEDIUM DUTY TOWING SERVICE CONTRACT	PAGE 29
APPENDIX D: DISCIPLINARY ACTIONS AND PROCEEDINGS GOVERNING THE AWARDED CONTRACT	PAGE 38

**NOTE: EXCLUSION OF DOCUMENTS NOTED "REQUIRED TO BE INCLUDED WITH ANY SUBMISSION" MAY RESULT IN REJECTION OF THE PROPOSAL*

SUMMARY: SERVICES & DEADLINES

SUMMARY OF REQUESTED SERVICES

The City of Bentonville is accepting Proposals from experienced, qualified, capable, and approved Towing Service Companies, for the City of Bentonville Police Department official towing services, as needed.

The awarded Contract will be for Towing Services for light to medium vehicles. Companies must be approved, as required in this Packet, including maintaining a location (where towed vehicles under the awarded Contract are stored) within the specified ten (10) mile radius from the center of the City of Bentonville, Arkansas, as defined herein.

Interested in submitting?

- Read through this entire Response Packet. This is the City's document for requesting Proposals. It contains important information regarding the scope of work, required responses and terms and conditions of the work.
- Submit questions (prior to the deadline listed in this Packet) if you need clarification on something or have specific questions related to the project/services (submit only to purchasing@bentonvillear.com).
- If you choose to submit a Proposal, be sure to include information responding to the Required Response Section, and information that relates to the Evaluation Criteria listed in this Response Packet (this is how your Proposal will be ranked).
- Be sure to include the completed Contractor/Vendor Disclosure Document, completed, signed and notarized Non-Collusion Affidavit, and all other Required Response Documents in your Submission. Failure to include the completed, signed and notarized Non-Collusion Affidavit will result in automatic rejection of the Proposal.
- You can create your Proposal in your preferred format, include pictures if you want to and choose the method in which you would like to tell the City about the services you provide and what you are Proposing to the City. Remember to sign the Execution Page of this Packet and include it when you submit your Proposal.
- While the City reserves the right to interview any or all Proposers, the City may select and award the Contract to a Proposer without discussion with the Proposer, so Proposals should be submitted with the most favorable terms.
- Remember to submit your Proposal BEFORE the SUBMISSION DEADLINE. The submission needs to be sealed (as instructed in this Response Packet), and emailed submissions WILL NOT be accepted.

DEADLINES:

- Advertisement Published, Requesting Proposals: December 4 and December 11, 2022
- **Deadline to Submit Questions: (4:30PM CST) December 30, 2022**
- **Deadline to Submit Proposals: (4:00PM CST) January 6, 2023**

The hard copy Proposal must be delivered prior to the deadline date/time in a SEALED envelope. PROPOSALS CANNOT BE EMAILED.

ANTICIPATED AWARD DATE: January 24, 2023

**Anticipated award date is an estimate only and not a guarantee. All Proposals shall remain valid for a minimum of sixty (60) days from the Proposal Submission Deadline.*

ABOUT CITY OF BENTONVILLE



The City of Bentonville, Arkansas is a rapidly growing community located in Benton County in Northwest Arkansas. It is the County Seat for Benton County and is part of the Fayetteville-Springdale-Rogers MSA with a population over 525,000. The 2020 Census reported a city population of 54,164 which shows an annual average growth of around seven percent.

SCOPE OF WORK & REQUIREMENTS

The City of Bentonville, Arkansas is requesting Proposals from properly qualified, experienced, and adequately licensed towing service companies to provide official light and medium duty towing services, as needed, for the City of Bentonville Police Department (BPD).

The selected Proposer will be expected to provide the following Scope of Services, at a minimum. This information in this Scope of Work is not intended to be a comprehensive list of all services that may be encountered when performing the contract; it is only intended to provide Proposers with an understanding of the City's needs, requirements, and services to be provided.

**As used throughout, GVWR is defined as Gross Vehicle Weight Rating*

1) **Official Police Light & Medium Duty Towing Defined:** Official Police Light and Medium Duty Towing means the act of towing light (GVWR 9,000-15,000 pounds) and medium (GVWR 15,001-33,000 pounds) duty vehicles for compensation within the City of Bentonville at the request of the Bentonville Police Department, a citizen asking the BPD for a recommended tow service, or by a person involved in a vehicular accident to which BPD responds. The Official Light and Medium Duty Towing shall include the storing of vehicles and all other services performed incident to towing. All storing facilities or locations proposed for services for the City of Bentonville shall be compliant with Appendix A and this RFP Document.
2) **Date Available to Begin Services:** The awarded Towing Facility is expected to be available to begin services immediately upon contract execution and issuance of the Notice to Proceed by the City. Deviation from this expectation is required to be included in any Proposal Submission where applicable; failure to state alternate dates or timelines requested will be considered as meeting the City's expectation.
3) **Insurance:** The awarded Towing Facility will be required to maintain a minimum coverage of insurance, including General Liability, Automobile and Collision, and Worker's Compensation insurances, as required and defined by the Arkansas Towing and Recovery Board (Rule Nine), and as required by Arkansas Statute.
4) **State Licenses and Permits:** The awarded Towing Facility shall maintain all required licenses and permits as required by the Arkansas Towing and Recovery Board, and shall comply with all rules and regulations as outlined by the Arkansas Towing and Recovery Board and/or otherwise defined by Arkansas Statute.
5) **Business Location:** The awarded Towing Facility shall conduct these services for the City of Bentonville (Official Light and Medium Duty Towing) and shall maintain a physical location from which said business is conducted, as specified herein. Such physical location shall provide an office with an adjacent yard for vehicle storage, including a covered storage facility, and shall furthermore be within the ten (10) mile radius as defined in Appendix A. The awarded Towing Facility shall maintain this location throughout the term of the awarded Contract to continue to be eligible to hold the Contract. All vehicles towed under this Contract for Official Light and Medium Duty Towing shall be towed to and stored at this compliant location.

All towing facilities within the immediate area of Bentonville City Limits, and within the radius described and specified in Appendix A may submit to this Request for Proposals for evaluation in accordance with the evaluation information included herein.

6) **Availability:** The awarded Towing Facility shall maintain towing services twenty-four (24) hours per day, including holidays and weekends, throughout the City of Bentonville. The awarded Towing Facility shall respond without undue delay when called by authorized personnel.

7) **Official Award of Contract and Appropriate Permitting Required:** No person or entity shall engage in, manage, conduct or operate a towing business for Official Police Light and Medium Duty Towing, for the City of Bentonville Police Department, without a written Notice of Award and fully executed Contract with the City of Bentonville, and without all required permits for operation and facilities, including storage/yard facilities, as applicable.

8) **Release of Vehicle:** The awarded Towing Facility shall provide for release of vehicles Monday through Friday from 8:00 AM. to 5:00 P.M., excluding officially recognized holidays. The awarded Towing Facility may release vehicles on additional days or hours as they choose.

9) **Rates, Charges, Signs, and the Changes Thereof:** The awarded Towing Facility shall maintain a sign listing the rules, rates and charges of all services offered. Such sign shall be conspicuously placed in the office or other place where customer financial transactions take place.

   Submitters to this RFP shall include a schedule of rates and charges for each service offered with the Submission, as indicated in the Charges and Fees Section of this RFP Document.

   The awarded Towing Facility shall not charge fees other than, or in amounts in excess of, the rates and charges specified in the pricing included in their Proposal Submission to this RFP, except as herein provided.

   Changes in rates and charges shall be made by written notice containing the new schedule of rates and charges to the Bentonville City Mayor at least 10 (ten) days prior to becoming effective. A duplicate copy of such notice shall be posted for a period of 10 days in the office next to the posted schedule of the existing rates and charges. Upon the expiration of the 10-day period, the rates and charges shall be changed in accordance with such notice.

   The Mayor may, upon a showing of hardship, permit a revision of the rate and charge schedule within the 10 day period.

   The City reserves the right to decline the rates and changes and, if necessary, terminate the contract; any acceptance of the changes may require approval from the Bentonville City Council.

   Patrons obtained through the Police Department shall not be charged higher rates than customers obtained by the Towing Facility's own merits.

10) **Police Tows vs. Private Tows; Priority:** The awarded Towing Facility agrees to make all requests for police towing a priority over private tows generated by the business.

11) **Required Equipment:** The awarded Towing Facility shall provide written evidence in their Proposal that they have available and are on call at all times the required wreckers and all necessary equipment to safely tow, without further damage to, any vehicle commonly encountered on public streets including, but not limited to, motorcycles, trailers, and low clearance vehicles (light & medium duty towing). The minimum amount of vehicles as specified above shall be as follows:

a. Three (3) wrecker/ winch vehicles.
b. Two (2) roll back/ flat bed vehicles.

12) **Subcontracting Tows:** The awarded Towing Facility may subcontract a request for towing service when the awarded Towing Facility is unable to quickly respond as a result of towing demands. However, the awarded Towing Facility shall ensure the towing service is of equal quality and the rates shall be the same as charged by the permittee. Furthermore, when storage is needed as a result of the subcontracted tow, the storage shall be done at the awarded Towing Facility's place of storage, approved by the City as part of the Proposal Submission to this RFP.

Consequently, the patron will make payment for all services to the awarded Towing Facility as opposed to the subcontracted operator. The awarded Towing Facility shall be responsible for all payments to subcontractor, and furthermore indemnifies and holds harmless the City for any claim or dispute brought against them by a subcontractor for the performance of any service related to this RFP and the awarded Contract.

13) **Subcontractor Requirements:** All subcontractor towing facilities shall comply with the prerequisites listed in this RFP and the awarded Contract, except for the business location requirement. The subcontractor will be subject to the same initial police investigation (as defined herein) as done on the awarded Towing Facility. The awarded Towing Facility shall be responsible for ensuring that any subcontracted Towing Facility is compliant with all requirements as stated herein.

14) **Tow Unit Operator:** Each tow operator working for the awarded Towing Facility shall wear their name insignia attached in a conspicuous place on their clothing. A tow unit operator shall identify themselves by giving their full, correct name to any patron of the towing operation upon request.

The City of Bentonville expects any Contractor, including the awarded Towing Facility, to represent the City in a professional and courteous manner when performing work related to their contract with the City and when interacting with the public. Any violation of this requirement shall be considered breach of contract and may result in the immediate termination of the awarded Towing Facility's contract, as determined at the sole discretion of the City.

15) **Tow Unit Identification:** The awarded Towing Facility's tow units shall have an "Official Police Tow" sign displayed on both sides of the unit in a conspicuous place. This sign shall be in addition to those required by any State laws and shall include any required insignia or identification required by State laws.

16) **Clean-up at Accident Scenes:** The awarded Towing Facility is responsible for the prompt and safe removal of disabled vehicles from an accident scene and for the prompt and complete removal of all litter and debris (including glass and all vehicle parts) resulting from the accident at the time or prior to an accident occurring. Hazardous and biological waste materials are excluded from this provision.

17) **Towing Authorization:** The awarded Towing Facility shall not attach a vehicle to a tow unit without first receiving written authorization to do so by the registered owner, legal owner, driver, or other person in control of said vehicle (i.e. Police Officer). Such authorization shall list the services offered and the rates and charges required therefore. A copy of such authorization shall be furnished to the person authorizing the tow. Such copy shall list the name, address and telephone number of the towing operation business and the days and hours the business is open for release of vehicles. Such copy shall also be signed by the tow unit operator performing the authorized service. The awarded Towing Facility shall be prepared to provide proof of maintaining compliance with this provision at any time the City or a patron requests such proof.

18) **Itemized Statement:** The awarded Towing Facility shall furnish an itemized statement of services performed, labor and special equipment used in completing the tow of a vehicle and of the charges and fees made therefore upon the request of:

(1) The registered owner; or

(2) The legal owner; or

(3) The insurance carrier of either (1) or (2); or

(4) The duly authorized agent of (1), (2), or (3).

Such awarded Towing Facility shall furnish a copy of the statement to any person authorized to receive the statement without demanding payment as a condition precedent.

19) **Vehicle Repair or Alteration:** The awarded Towing Facility shall refrain from making any repairs or alterations to a vehicle without first being authorized by one of the persons listed in (1), (2), (3), or (4) of the "Itemized Statement" section and requirements provided herein. Parts or accessories shall not be removed from vehicles without authorization, except as necessary for security purposes. Under such circumstances, the parts or accessories removed shall be listed on the Itemized Statement and stored in the awarded Towing Facility's business office. This provision shall not be construed to prohibit permittees from making emergency alterations necessary to permit the removal by towing of such vehicle. This provision shall also not be construed to permit the awarded Towing Facility, nor any of their employees, to remove items or accessories from or within a towed unit unless required to do so for safety reasons and following all requirements herein.

REQUIRED RESPONSES

Submitters are required to submit responses or information responding to the requirements listed in this Section as part of their Proposal submission for the Selection Committee's evaluation.

The response to this Section should be brief and concise, but comprehensive, based on this RFP documentation, and shall include all Required Response information. Partial submissions may be rejected due to being nonresponsive. The responding company is required to include the following information in their preferred format.

1. A letter of interest in the work, including a brief summary or narrative of the company's ability to perform the Official Light and Medium Duty Towing services.
2. Relevant experience providing the services to other police departments.
3. The following information for the company:
    - Name
    - Address for facility, meeting the facility requirements stated herein.
    - Phone Number
    - Email
    - Website Address
    - Indicate whether the company is a partnership, corporation, or sole proprietorship
    - Where the company is organized
    - Names of principals, officers, and directors of the firm
    - Overview of the company
4. Ownership and Management
    (a) Include the following information for all members of ownership (or as applicable to the company being a partnership, corporation, or sole proprietorship):
        a. Name(s)
        b. Respective titles
        c. Periods of service with the company
        d. Contact Phone
        e. Contact Email
    (b) The contact information for the primary contact personnel, including:
        a. Name
        b. Address
        c. Phone Number
        d. Email
5. Documentation that Submitter meets all location, equipment, background and other requirements as stated in this RFP, including, but not limited to:
        a. Proof that the company owns and maintains a location in accordance with this RFP, within the radius specified, or proof that the location will be operational and prepared to perform under the awarded Contract by February 1, 2023.
        b. Proof that the company owns and maintains the required towing equipment as specified in the Scope of Work Section of this RFP, or proof that the company will own the required equipment and it will be ready to be operational under the awarded Contract by February 1, 2023.

REQUIRED RESPONSES CONTINUED

6. A brief summary of the capacity and availability of the company and the key personnel to provide the services, including information regarding the company's plans to make the official towing duties under the awarded Contract top (first) priority.
7. Select and describe at least five (5) references for whom the company has provided the same or similar services, these references are not required to be other police departments; however, preference will be given to those with positive references from experience doing the same or similar work (official police towing).
8. Charges and Fees Section of this RFP Document, completed.
9. All Required Response Documents, as stated herein.

[See following Checklist]

[This space has been intentionally left blank]

RFP-22-77-Proposal Submission Checklist

This List has been included to provide Submitters with a checklist of Required Response Documents and information. All items on this list are required to be included in any response to RFP-22-77. This List is not meant to include items that any Submitter may choose to include in their Proposal Submission (such as additional information).

Required Response Documents and Information (all forms must be completed and included in the Proposal Submission):

- ☑ Letter of Interest
- ☑ All Information in Required Response Section (in Submitter's preferred format)
- ☑ Execution of Proposal (Signature Page)
- ☑ Charges & Fees Section
- ☑ Non-Collusion Affidavit, signed and notarized
- ☑ Contractor/Vendor Disclosure, completed as applicable and initialed
- ☑ Appendix B: Submitter Information and Application

Note: This Form is provided for Submitter reference only and is not a required document in the RFP-22-77 Proposal Submission

CHARGES & FEES (REQUIRED RESPONSES)

Submitters shall complete this Section and include it in the Proposal. Failure to complete this Section and include it in the Proposal may result in rejection of the Proposal. Submitters may include additional information related to charges and fees on separate papers and include that information in their Proposal.

These categories depict what the Police Department anticipates will be necessary services under the awarded Contract, therefore the amount of the Proposal is the only sum allowed for charging a customer on a particular services as stated herein, therefore Submitters shall submit Proposals accordingly.

N/A (Not Applicable), NC (No Charge/free or included), or NQ (No Quote/Not included or offered) are acceptable entries. All areas where pricing response is required are colored **RED** and are in bold with dollar symbols ($). Where entries are marked with a zero or otherwise marked indicating no charge, the City will evaluate that Proposal based on the service being offered as specified at no charge (free/included). In the event that a Submitter does not offer the specified service (example NQ), the Selection Committee will use that information in their evaluation of the Proposal. Submitters are encouraged to include additional information in the event that a N/A, NC, 0, or NQ entry is used in the pricing fields.

Definitions: Additional services required to position a vehicle for towing or loading. Recovery types describe progressively difficult situations and cannot be combined on a single tow.

Recovery Type 1	Additional service provided to vehicles that cannot be pulled due to missing axles or rims, or because there are not enough inflated tires to permit a tow.
Recovery Type 2	Additional services provided to vehicles that require retrieval from off-road sites that are situated (billed at an hourly rate): A. In a body of water; B. On a steep grade embankment; C. In an adjacent non-roadway area not encompassed within the public right- of-way that is difficult to access due to terrain or natural features; D. In an overturned status.

1. **Standard Tow Charge:** Towing charges include all services necessary to safely tow a vehicle without further damage, including but not limited to, removal of axles, removal of drive shafts, and the release of spring brakes. Towing charges for services under the awarded Contract shall not exceed the submitted Proposal amount of the following:

   Charge for Light Duty Tow (9,000lbs – 15,000lbs): $ 175

   Charge for Medium Duty Tow (15,001lbs-33,0000lbs): $ 350

2. **Recovery Fee:** If a Recovery Type 1 or Recovery Type 2 is required, the awarded Towing Facility may charge an additional fee as follows:

Light Duty Wrecker: If a light duty wrecker is required to perform a:

Recovery Type 1: $ 175 **fee may be charged**

Recovery Type 2: $ 250 **/ hour fee may be charged**

Medium Duty Wrecker: If a medium duty wrecker is required to perform a:

Recovery Type 1: $ 350 **fee may be charged**

Recovery Type 2: $ 350 **/ hour fee may be charged**

For the Recovery Type 2 Fee, or other "Per Hour" base charges, an hour shall be the minimum charge (this excludes the 15-minute increment charges defined below for extraordinary circumstances).

Under extraordinary circumstances where the time required to recover a vehicle exceeds one (1) hour, the awarded Towing Facility may charge as an additional recovery fee, an hourly rate of the Recovery Type 2 Fee in increments of fifteen (15) minutes, beginning the second hour from the time work begins to recover the vehicle.

Ex: If the wrecker has been on site for one hour, the second hour shall be charged at the Recovery Type 2 Fee in 15-minute increments.

3. **Clean-Up Fee:** The awarded Towing Facility will charge an additional fee of $ 45 **per vehicle towed** for services rendered in cleaning up debris at the scene of an accident.

4. **Storage Fees:** The awarded Towing Facility will charge $ 45 **per unit (vehicle)** for outside storage and a fee of $ 75 **per unit (vehicle)** for inside storage.

5. **Motorcycles:** The awarded Towing Facility will charge $ 50 **additional (extra)** for towing a motorcycle.

6. **Travel or Utility Trailers:** The awarded Towing Facility will charge $ 175 **additional (extra)** for towing a travel or utility trailer.

7. **After-Hours Release Fee:** The awarded Towing Facility will charge $ 50 **for an after-hours release** of an impounded/stored vehicle.

8. **Hazardous Road Conditions:** In the event that hazardous road conditions exist, an additional charge of $ 175 **may be added to the standard tow charge for each vehicle towed.**

9. **Other Anticipated Fees:**

Proposers may use this space to provide additional charges and fees; however, all charges and fees along with any other information shall be labeled and explained (described).

No key - $50 Goose neck or 5th wheel hitch - $50
Dollies - $50 Skates & Ball Joint skates - $50
Rate Ramps - $75 Second truck needed - $175 light duty, $350 medium duty
medium duty storage - $75 outside, $100 inside

AWARD & EVALUATION FACTORS

Proposers should address each of these factors in their Submission for the Committee's review when ranking.

In accordance with the City's Purchasing Policy and applicable Arkansas Procurement Laws and Rules, Proposals submitted to this RFP will be evaluated by a Selection Committee, consisting of City staff, and will be ranked based on the Evaluation Factors listed herein.

These Evaluation Factors will be used by the Selection Committee to rank each Proposal. Each Evaluation Factor has a point value (Ex. 25 points), with a total of 100 points possible; the Selection Committee Members will use this point value to rank the Proposer/Submission based on the number of points possible (ex. 1 =lowest/25=highest). Additional information or interviews may be requested from Proposer(s) deemed to be the most highly qualified to provide the services, based on the Evaluation Scores. Additional interviews or phases of the evaluation process may be scored in accordance with the original Criteria to ensure the best Proposer is selected for the City; Proposers selected for any interviews will be informed of the scoring methodology used for any interviews.

A Contract may be negotiated with the Proposer ranked the most qualified by the Selection Committee, if it is determined to be in the City's best interest.

Evaluation Criteria	Point Value
1. Experience and Qualifications performing the same or similar Scope of Work.	20
2. Minimum criteria met, including but not limited to compliance with the location requirement, and equipment requirements.	25
3. Past Performance (including with the City, or other governmental entities).	20
4. Overall Quality of the Services to be Provided (as demonstrated in the Proposal and any investigations the City makes through the evaluation process).	20
5. Charges and Rates for the Services described in this RFP (Submitters must use the form contained in this RFP Document as specified).	15

TERMS & CONDITIONS

- Entities responding to this Request for Proposal ("RFP") must submit their Proposals prior to the deadline provided herein.
- The City of Bentonville, Arkansas will be referred to as "City". The Proposer submitting a Proposal in response to this RFP will be referred to as "Proposer", "Submitter", "Towing Facility", "Company", "Towing Company", "Entity", or "Contractor" periodically throughout this RFP. The awarded Proposer will be referred to as "awarded Towing Facility", "awarded contractor", "contractor", "awarded Proposer", "awardee" or "awarded entity" periodically throughout this RFP.
- Proposals must be submitted in a sealed package or envelope, clearly listing the following information on the outer envelope:
    - **RFP Number:** RFP-22-77
    - **Proposer's Information:** Name and address

    No telephone, electronic, or facsimile Proposals will be considered.
- **Required Response Documents:** The following Required Response Documents are required to be included in any Proposal Submission. Failure to include a completed, signed and notarized Non-Collusion Affidavit will result in rejection of the Proposal.
    - ✓ RFP Document, Charges and Fees Section (completed)
    - ✓ Contractor/Vendor Disclosure (completed)
    - ✓ Non-Collusion Affidavit (completed, signed and notarized)
    - ✓ Appendix B: Submitter Application and Information (completed)
    - ✓ Proof of Facility within the Defined Location Area (as defined in the Scope of Work and Appendix A)
    - ✓ Proof of Possessing the Required Equipment (as defined in the Scope of Work)
- Proposers may provide additional supporting documentation pertinent to clarification of the Proposal.

  There are no Proposal format restrictions, except as stated herein.
- The City reserves the right to:
    - Reject any and all Proposals received as a result of this RFP;
    - Waive or decline to waive any informalities and any irregularities in any Proposal or responses received;
    - Adopt all or any part of the Proposal;
    - Negotiate changes in the scope of work or services to be provided;
    - Withhold the award of contract;

- Select the Proposer it deems to be in the best interest of the City and most qualified to fulfill the needs of the City. The Proposer with the lowest costs offered may not necessarily be selected for award.

- All inquiries or requests for explanation in regard to the City's requirements, or any other information pertaining to this Request for Proposal, should be made to the Purchasing Department via the information on cover page of this RFP document only. No questions submitted to the Police Department will be accepted or responded to. Only written requests will be considered. No oral interpretations or clarifications will be given as to the meaning of any part of this RFP. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms that have indicated an interest or intention to submit proposals, but the names of any firms submitting any questions, clarifications, or requests will not be disclosed until after the deadline for submitting Proposals.
- It shall be clearly understood that any costs incurred by the Proposer in responding to this Request for Proposal, in interviewing for the contract to be awarded, or otherwise in the providing of anything as part of their proposal, is at the Proposer's sole risk and expense as a cost of doing business. The City is not responsible for any reimbursement to the Proposer for any expense so incurred, regardless of acceptance of Proposal or issuance of award.
- All Proposals and other materials submitted shall become the property of the City.
- Any conditions or expectations on the part of the Proposer for performance by the City Of Bentonville must be set forth in the Proposal. The City is not obligated to consider the Proposer's post submittal terms and conditions.
- This Proposal must contain the signature of a duly authorized officer or agent of the Proposer's company empowered with the right to bind and negotiate on behalf of the Proposer for the amounts and terms proposed.
- Any information provided herein is intended to assist the Proposer in the preparation of Proposals necessary to properly respond to this RFP. This RFP is designed to provide the qualified Proposers with sufficient basic information to submit Proposals meeting minimum specifications and test requirements, but is not intended to limit an RFP's content or to exclude any relevant or essential information.
- At the discretion of the City, one or more Proposers may be asked for more detailed information before final ranking and/or award of the Proposal.
- The selected Proposer will exercise due professional care in understanding the type of engagement and in performing the services described herein.
- While the City reserves the right to interview any or all Proposers, award of a contract may be made without discussion with Proposer after proposals are received. Proposals should, therefore, be submitted with the most favorable terms available.
- The City of Bentonville requires all vendors and contractors doing business with the City to not discriminate against any person on the basis of race, age, color, religion, sex, ancestry, non-job-related handicaps, or national origin.

- **Term:** The intent of this RFP is to award a Contract for a one (1) year original term, renewable annually upon mutual written agreement for a total term of five (5) years. The City reserves the right to extend the Term of the awarded Contract to include additional Scope identified through the performance of the work if needed, in accordance with the City's best interest and applicable procurement laws and policies. The City also reserves the right to contract with the awarded Proposer for future needs related to the services, based on their work, if in accordance with the City's best interest and applicable procurement laws and policies.
- **Multiple Award:** The City reserves the right to award a contract to multiple Submitters to this RFP, based on the City's best interest and at the sole discretion of the City. In the event of multiple award, the City and the selected Proposers will discuss terms and, if in agreement, will enter into a Contract.
- **Insurance:** The awarded Proposer shall maintain insurance as applicable or required by statute, including Worker's Compensation when applicable, and as defined in this RFP Document and the awarded contract.
- **Investigation:** Upon submission of a Proposal to this RFP-22-77, for purposes of providing official light and medium duty towing services for the City of Bentonville Police Department, the Police Department shall make investigations as it deems necessary. The Submitter may be considered for the contract if the Police Department finds that the conduct and/or operation of a towing operation would not be detrimental or injurious to the public welfare, and that the applicant is of good character and of good business repute, and has not been convicted of a felony or convicted of a theft or embezzlement, or of any offense involving the unlawful use, taking or conversion of a vehicle belonging to another, and is otherwise a fit and proper person to conduct a towing operation, or if the applicant is a corporation, its officers, directors and principal stockholders are of good character and of good business report, and have not been convicted of theft or embezzlement, or of any offense involving the unlawful use, taking or conversion of a vehicle belonging to another and is otherwise a fit and proper person to conduct a towing operation.
- **Credit Report:** The awarded Proposer may be subject to a credit check, performed by the City of Bentonville. Submission of a Proposal in response to this RFP signifies the Proposer's agreement to this provision and the performance of a credit check.
- **Location of the Project:** Bentonville, Arkansas.
- **Timeline:** The City intends to award the contract prior to February 1, 2023. This is an estimated date and is not a guarantee.
- **Investigation:** It shall be the responsibility of the Proposer to make any and all investigations necessary to become thoroughly informed of what is required and specified in the Proposal. No plea of ignorance by the Proposer of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Proposer to make necessary examinations and investigations will be accepted as a basis for varying the requirements of the City of the compensation to the Proposer or performance of the Contract.

  Each Proposer submitting a Proposal is responsible for examining the complete Proposal package and any Addenda, and is responsible for informing itself of all of the conditions that might in any way affect the cost of the performance of any work or requirements related to the work described herein. Failure to do so will be at the sole risk of the Proposer.

- **Proposer Qualifications:** The City reserves the right to award Contract to the highest rated Proposer, as determined through Proposal evaluation and the evaluation criteria, who furnishes evidence satisfactory to the City that Proposer has the necessary facilities, abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the contract and execute the work.

  Although cost of services is a consideration, references, service, and past experience, if applicable, will also be considered and part of the Proposal evaluation. The City reserves the right to use any information provided in Proposer's Proposal in the evaluation of Proposals for award.

  In determining the responsibility of any Proposer, the City reserves the right and may take into account other factors in addition to financial responsibility, such as past records of the City's or other entity's transactions with the Proposer, experience, ability to complete performance within the necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources. A Proposal will only be awarded in the City's best interest at the sole discretion of the City.

  The City reserves the right and may make any investigations deemed necessary to determine the ability of the Proposer to perform the work. The Proposer agrees to furnish any reasonable information and data requested by the City for this purpose.

  The City reserves the right to and may require the Proposer to provide proof of its capability to perform the work as described and required herein; however, prequalification of the Proposer shall not be required.

- **Cancellation/Rescheduling:** The City reserves the right to cancel the whole or any part of the Contract if the Contractor fails to perform any of the provisions of the Contract or fails to make delivery within the time stated. The Contractor will not be liable to perform if situations arise by reason of strikes, acts of God or public enemy, acts of the City, fires or floods.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712
RFP-22-77

NON-COLLUSION AFFIDAVIT

(REQUIRED RESPONSE DOCUMENT)

PROPOSAL INVALID IF THIS AFFIDAVIT IS NOT SIGNED AND NOTARIZED AND SUBMITTED WITH THE PROPOSAL

State of Arkansas

County of Benton

I Austin Griffith (Printed Name of Authorized Representative/Agent) of lawful age, being first duly sworn, on oath says that:

1.They are the duly authorized representative/agent of the Submitter and/or contractor submitting the Sealed Proposal and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among Submitters and between Submitters and City officials or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Request for Proposal to which this statement is attached;

2. They are fully aware of the facts and circumstances surrounding the making of the Proposal and/or the procurement of the contract to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such Proposals;

3. Neither the Proposer/contractor nor anyone subject to the Proposer/contractor's direction or control has been a party;

a. to any collusion among Submitters in restraint of freedom of competition by agreement to bid at a fixed rate or to refrain from submitting;

b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor

c. in any discussions between Submitters and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract;

d. to paying, giving, donating or agreeing to pay, give or donate to any officer or employee of the City of Bentonville, any money or other thing of value, either directly or indirectly, in procuring the contract to which their statement is attached.

To be completed by Company (Authorized Representative/A

Signature of Authorized Representative/Agent: [redacted]

Title (of Authorized Representative/Agent): Owner

To be completed by Notary (include Seal):

Subscribed and sworn bef [redacted] 30th **day of** December, 20 22

Notary Public Signature: [redacted] **My commission expires:** 04-08-2031

Seal:

LEESHA SMITH
Notary Public-Arkansas
Benton County
My Commission Expires 04-08-2031
Commission # 12714516

(REQUIRED RESPONSE DOCUMENT)

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Bentonville Towing

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

Immediate Relation includes:

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

_____

_____

_____

_____

OR

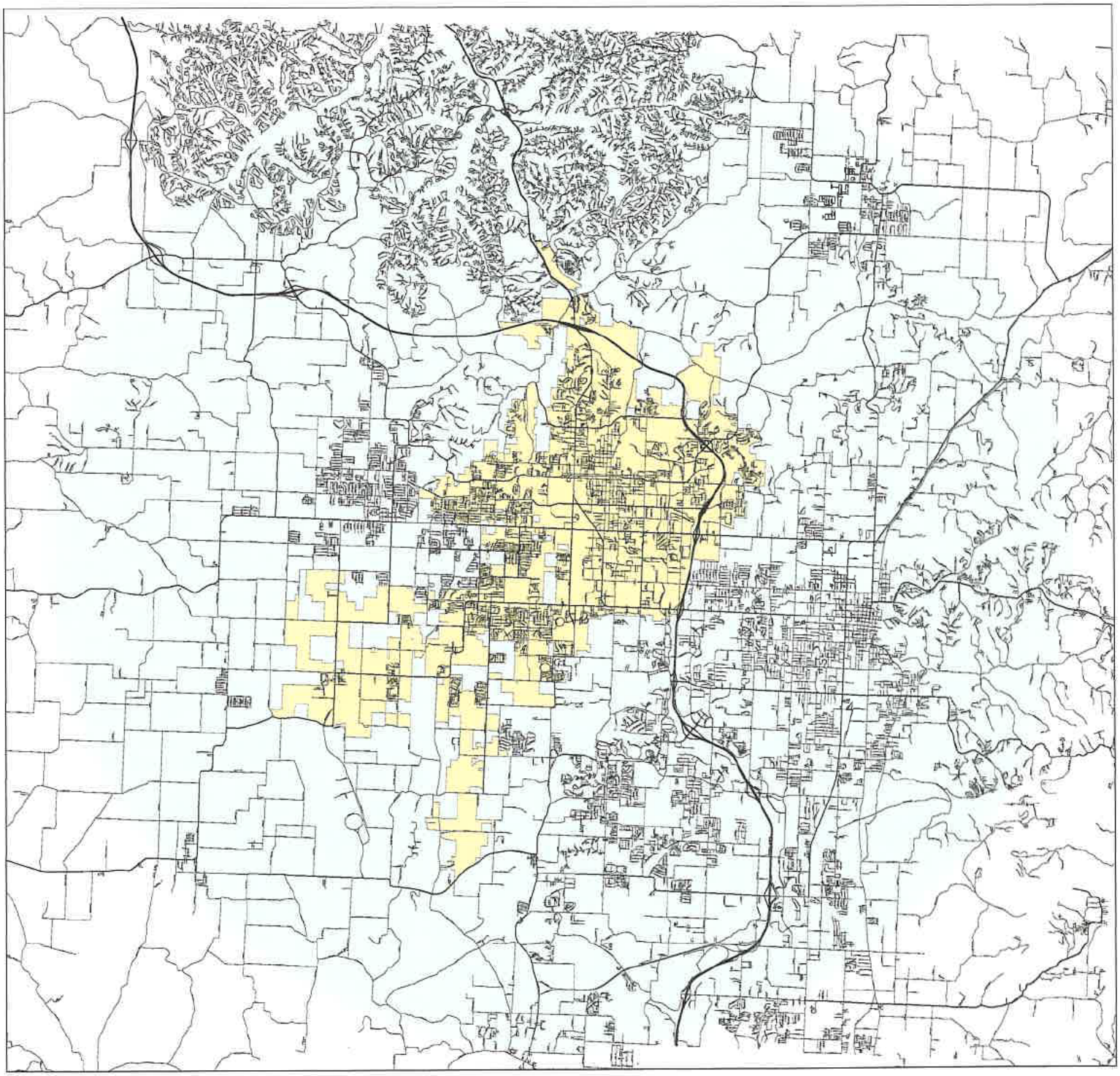
☑ Check this box if there are no applicable relationships to disclose.

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

AG Initials

APPENDIX A

ELIGIBILITY SPECIFICATION FOR THE LOCATION OF THE TOWING FACILITY


N
W
E
S

APPENDIX B

SUBMITTER INFORMATION AND APPLICATION

(REQUIRED RESPONSE DOCUMENT)

RFP-22-77 Submitter Information and Application

The information on this Form must be completed and submitted with any Proposal submitted to RFP-22-77. Failure to complete and submit this Form may result in rejection of the Proposal Submission.

This intent of this Form is not to be duplicative, but instead to ensure that all necessary information is in one place for ease of reference. Where some items may be duplicated, Submitters shall complete this Form with the same information.

Company Name:	Bentonville Towing
Company Office Location (Address):	904 SE 8th St Bentonville AR 72712
Address of Compliant Facility/Storage Lot(as specified in the RFP-22-77 Documents):	Same as above
Covered Storage Available (Yes or No):	Yes
Covered Storage Location (Address):	Same as above
Company Telephone:	479-273-3743
Company Hours:	Towing Service - 24/7 including Holidays Vehicle Release - 8Am-5pm Monday-Friday
Days Facility is Open for Business (that will be serving under this Contract):	Same as above
Planned Days/Hours for Release of Vehicles:	Monday-Friday 8Am-5pm
Corporation? **(check where applicable)**	___Yes ✓No If Yes, Corporate #:_____ Corporate State:_____ Incorporation Date: _____ Corporation in Good Standing: ___Yes ____No Corporation President:_____ Corporation Agent for Process:_____
Persons Holding Financial Interest in the Business and/or Corporation (Name and Provide Information for All that Apply):	Name: Austin Griffith DOB: 11/08/91 Name: Mathew Black DOB: 3/16/96 Name: Darren Meeks DOB: 1/13/60 Name: Carrie Meeks DOB: 4/19/68 Name:_____ DOB:_____ Name:_____ DOB:_____ Name:_____ DOB:_____ Name:_____ DOB:_____
Tow Company Currently Licensed with Arkansas Tow Board? **(check where applicable)**	✓Yes ___No

Business Vehicles Having Tow Permits: (List Vehicle Description, including GVWR, License Plate Number and Registration Expiration Date):	1. 2008 Peterbilt MD wrecker GVRW: 31000 License Plate#: C111543 Expiration Date: 12/31/23 2. 2012 Ford Rollback GVRW: 14500 License Plate#: B338946 Expiration Date: 12/31/23 3. 2021 Ford Rollback GVRW: 14500 License Plate#: B338960 Expiration Date: 12/31/23 4. 1997 Ford wrecker GVRW: 11000 License Plate#: B338958 5. Expiration Date: 12/31/23 2009 chevy wrecker GVRW: 12000 License Plate#: B338961 Expiration Date: 12/31/23 6. 2012 International Rollback GVRW: 25500 License Plate#: B338962 Expiration Date: 12/31/23 7. 2013 International Rollback GVRW: 25500 License Plate#: B338963 Expiration Date: 12/31/23 8. 2012 Dodge Rollback GVRW: 14500 License Plate#: B338965 Expiration Date: 12/31/23 9. 2007 International Rollback GVRW: 25500 License Plate#: B339211 Expiration Date: 12/31/23 10. 2002 Peterbilt Rollback GVRW: 25500 License Plate#: B339213 Expiration Date: 12/31/23 11. 2007 International Rollback GVRW: 25500 License Plate#: B339212 Expiration Date: 12/31/23

Business Vehicles Having Tow Permits: (List Vehicle Description, including GVWR, License Plate Number and Registration Expiration Date):	1. 2011 Ford wrecker GVRW: 16500 License Plate#: B338954 Expiration Date: 12/31/23 2. _____ GVRW: _____ License Plate#: _____ Expiration Date: _____ 3. _____ GVRW: _____ License Plate#: _____ Expiration Date: _____ 4. _____ GVRW: _____ License Plate#: _____ 5. Expiration Date: _____ _____ GVRW: _____ License Plate#: _____ Expiration Date: _____ 6. _____ GVRW: _____ License Plate#: _____ Expiration Date: _____ 7. _____ GVRW: _____ License Plate#: _____ Expiration Date: _____ 8. _____ GVRW: _____ License Plate#: _____ Expiration Date: _____ 9. _____ GVRW: _____ License Plate#: _____ Expiration Date: _____ 10. _____ GVRW: _____ License Plate#: _____ Expiration Date: _____ 11. _____ GVRW: _____ License Plate#: _____ Expiration Date: _____

Insurance Company: *(Attach proof of acceptable company and vehicle insurance to this Form)*	Proof attached
Worker's Compensation Provided? (check as applicable)	✓ Yes ___ No
Is the Tow Company currently the Subject of Civil Litigation? (check as applicable, if "yes" case number and jurisdiction information is required)	___ Yes ✓ No Case #: _____ Jurisdiction: _____
Is the Tow Company currently the subject of investigation and/or proceedings with the Arkansas State Tow Board? (check as applicable, if "yes" allegation information is required).	___ Yes ✓ No Allegations: _____
Has the Tow Company been the subject of investigation (complaint) and/or proceedings with the Arkansas State Tow Board during the past year? (check as applicable, if "yes" allegation information is required).	___ Yes ✓ No Allegations: _____
Will the Tow Company Seek Subcontractors for the Towing Services Under this Contract? (check as applicable)	___ Yes ✓ No If "Yes", list companies on a separate sheet of paper in the Proposal.
List Licensed Tow Truck Operators (Drivers), Including: Full Name on Driver's License and Date of Birth (DOB)	1. Name: Joshua Ray Meeks DOB: 4/9/84 2. Name: Scott Clayton Wells DOB: 4/9/96 3. Name: James Martin Wilson DOB: 4/23/68 4. Name: Beau Michael Jones DOB: 7/3/81 5. Name: Mathew Moses Blain DOB: 3/16/96 6. Name: Mark Austin Griffith DOB: 11/08/91 7. Name: Toby Heath Jordan DOB: 5/24/84 8. Name: _____ DOB: _____ 9. Name: _____ DOB: _____ 10. Name: _____ DOB: _____ 11. Name: _____ DOB: _____

APPENDIX C

DRAFT EXAMPLE: OFFICIAL LIGHT & MEDIUM DUTY TOWING CONTRACT

(SUBMITTERS: DRAFT ONLY; NOT FOR SIGNATURE AT PROPOSAL SUBMISSION)

LIGHT AND MEDIUM DUTY TOWING SERVICE CONTRACT

THIS TOWING SERVICE CONTRACT ("Contract") is entered into this _____ day of _____, 20___, between the **City Of Bentonville. Arkansas** ("City") a duly Constituted political subdivision of the state of Arkansas, and _____("Towing Service Company")

DEFINITIONS

As may be used herein, the following terms and their meanings are:

Agent	Person acting for Towing Service Company or for the City of Bentonville.
Authorized Personnel	The Bentonville Police Department ("BPD") and designated city officials.
Council	City Council of the City of Bentonville, Arkansas.
City	City of Bentonville, Arkansas
Contract	The written agreement of the parties entitled "Light and Medium Duty Towing Contract".
Contract Tow	Any tow request called into the Bentonville Communications Center by authorized personnel, unless the call is initially designated as "owner preference."
Contract Towing Rules & Regulations	Rules and regulations set forth by the City for the purpose of identifying important operational requirements under the Towing Service Contract for non-consent towing and municipal towing services within the city limits of Bentonville, specifically including the RFP-22-77 Solicitation Documents.

Contractor	A Towing company that has entered into a Towing Service contract with the City.
Gross Vehicle Weight Rating (GVWR)	The gross vehicle weight rating of vehicle as physically listed on the vehicle or listed in Manufacturer's publication.
Recovery	Additional services required to position a vehicle for towing or loading. Recovery types describe progressively difficult situations and cannot be Combined on a single tow.
Recovery Type I	Additional service provided to vehicles that cannot be pulled due to missing axles or rims or because there are not enough inflated tires to permit a tow.
Recovery Type II	Additional service provided to vehicles that require retrieval from off-road Sites that are situated. In a body of water On a steep grade embankment In an adjacent non-roadway area, not encompassed within the public right-of-way, that is difficult to access due to terrain or natural features, or In an overturned status

Vehicle	A motorized passenger or cargo transporter Having four or more wheels; a trailer designed for highway use and having a rated cargo Capacity of 1,000 pounds or more; a motorized Cycle designed and licensed for highway use.
Vehicle Insurer	An Insurance company that carries an insurance Policy on any vehicle towed pursuant to the Towing Service Contract.
Vehicle Owner	The owner of a vehicle that is towed pursuant to the Contract.

ARTICLE I

Section 1.01: Terms of the Contract

The initial term of this Contract shall be one (1) year, beginning February 1, 2023, and ending at midnight on January 31, 2024, renewable annually upon mutual written agreement for a total term of five (5) years. Furthermore, the City of Bentonville reserves the right to renew this contract for extended terms by giving notice of its intent to do so at least 30 (thirty) days prior to the date of expiration.

ARTICLE II

Section 2.01: Services Provided

Towing Company shall provide the services described in the RFP-22-77 Solicitation Documents, which is attached hereto and incorporated as fully herein as if set forth in its entirety.

Section 2.02: Towing Charge

Tow charges for services pursuant to this Contract shall not exceed the amounts submitted by the Towing Company in its Proposal, which is attached hereto and incorporated herein as if set forth in its entirety, except that which is defined in the RFP-22-77 Solicitation Documents.

Section 2.03: Inspection

All equipment which Towing Company is required to have under this Contract shall be in compliance with all applicable local, state and federal laws.

All radios and towing equipment are subject to annual and random inspections at any time by BPD to ensure compliance with this Contract.

ARTICLE III

Section 3.01: Liability for Damages

Towing Company shall be solely responsible for any damages resulting from acts of its own negligence, or the negligence of its agents or employees, in the towing of any vehicles. This shall include, but not be limited to, the condition, accessories, and contents of the vehicle.

Section 3.02: Indemnification of City

For purposes of this Contract, Towing Company agrees to indemnify, defend and hold harmless the City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Towing Company, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Towing Company is not required hereunder to defend the City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the City's negligence.
Towing Company further covenants and agrees to buy, at its sole cost and expense, the insurance outlined herein. Furthermore, Towing Company shall indemnify the City for any claims or liability arising out of, or resulting from any breach of this Contract by Towing Company. Nothing contained herein shall limit any governmental immunity the City may be entitled to by law.

ARTICLE IV

Section 4.01: Certificate of Liability Insurance

Towing Company shall file with the Chief of Police a Certificate of Liability Insurance issued by a solvent incorporated insurance company licensed to do business in the state of Arkansas. The policy shall provide for liability insurance coverage in the minimum amount of coverage as defined by the Arkansas Towing & Recovery Board under Rule 9, and otherwise as required by statute, rule or regulation.

Section 4.02: Workers' Compensation

Towing company shall provide Workers' Compensation coverage to its employees and shall provide the Chief of Police with a copy of such certificate coverage.

ARTICLE V

Section 5.01: Contract Towing Service Rules and Regulations

Towing Company acknowledges receipt of a copy of the RFP-22-77 Solicitation Documents, which governs the Company's performance under this contract. Towing company understands and agrees that it is bound to follow the terms contained therein at all times and that failure to do so may result in the termination of this Contract.

Section 5.02: Controlling Law

The laws of the State of Arkansas shall govern the Contract.

Section 5.03: Documents Incorporated by Reference

RFP-22-77 Solicitation Documents and Proposal Submission

Section 5.04: Agreement Embodies All Terms And Conditions

This Contract and all documents incorporated by reference embody the entire agreement between the parties, and there are no inducements, promises, terms, conditions, or obligations made or entered into by any party other than contained herein, and no further modification of amendment shall be binding unless reduced to writing and signed by the parties or their duly authorized representatives.

Section 5.05: Transfer of Contract

This Contract Shall not be sold, assigned, transferred, leased, or mortgaged without the prior consent of the City, as evidenced by written documentation approved by the Mayor, prior to such action.

Section 5.06: Courteous Service

Towing company and its employees and agents shall courteously provide the services authorized in this Contract. Towing company's dealings with the public and City staff shall be carried out with the utmost respect for the citizens and employees of this City with whom its representatives come into contact. The City's staff shall provide the same courteous services to Towing company's staff.

Section 5.07: Failure to Enforce Provisions, Not a Waiver

Failure of the City, at any time, to enforce any of the provisions of this Contract or to require performance by Towing company of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions nor in any way to affect the validity of the Contract or any part thereof, or the right of the City to thereafter enforce each and every such provision.

Section 5.08: Severability

Should any part, term, or provision of the Contract be determined by the courts to be illegal or in conflict with any laws of the state, the validity of the remaining portions of provisions shall not be affected thereby.

Section 5.09: Terms of Price

This Contract contains the price and all other items arrangements, representations, statements and promises made by the parties hereto, and neither party shall in any way be held responsible for any statements, representations, promises or agreements not included herein or specifically referred to herein, whether made by either of the parties hereto or any of their agents, servants, officers, or representatives.

Section 5.10: Multiple Copies

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute on and the same Contract, which shall be sufficiently evidenced by any such original counterpart.

Section 5.11: Agents

The agent for the City for purposes of all notifications under this Contract is Chief of Police or designee, 1000 SW 14th Street, Bentonville, Arkansas 72712. Upon execution of this Contract Agreement, the agent for the Towing Company shall be designated as follows:

_____

Notice required under this Contract shall be sent to the appropriate agent via certified mail delivery with return receipt requested.

IN WITNESS WHEREOF, The City Of Bentonville, Arkansas and _____ have hereunto set their hands this _____ day of _____, 20___

City of Bentonville, Arkansas

BY: _____
Stephanie Orman

ITS: MAYOR

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) **SS**
COUNTY OF BENTON)

BE IT REMEMBERED, that on this day before the undersigned, a Notary Public, personally appeared Stephanie Orman, who acknowledged herself to be the Mayor of Bentonville, Arkansas, and that she, as City Mayor, being authorized so to do, executed the foregoing instrument for the consideration and purposes therein contained.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 20___

_____
Notary Public

My Commission Expires: _____
(Seal)

Towing Company: _____

Signed By: _____

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) **SS**
COUNTY OF BENTON)

BE IT REMEMBERED, THAT ON THIS DAY BEFORE THE UNDERSIGNED, A Notary Public, within and for the County aforesaid, duly commissioned and acting, appeared in person _____, to me well known, who stated that he/she was duly authorized in his/her capacity to execute the foregoing instrument for the name and behalf of said entity, and further stated that he/she had executed the same for the consideration and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 20___

_____
Notary Public

My Commission Expires: _____
(Seal)

APPENDIX D

DISCIPLINARY ACTIONS & PROCEEDINGS GOVERNING THE AWARDED CONTRACT

DISCIPLINARY ACTION

Disciplinary Action: The City of Bentonville may revoke the Contract of an awarded Towing Facility who:

A. Knowingly made any false, misleading or fraudulent statement of a material fact in any part of their Proposal Submission, or in any report or record required to be filed with the City of Bentonville: or

B. Violated any provision of this RFP Document, the Contract, or of any statute relating to their activity in performance of this Contract; or

1. Been convicted of a felony or any crime involving theft, embezzlement or moral turpitude; or
2. Committed any act constituting dishonesty or fraud; or
3. A bad moral character, intemperate habits or a bad reputation for truth honesty or integrity; or
4. Committed any unlawful, false, fraudulent, deceptive or dangerous act while conducting a permitted business; or
5. Published, uttered or disseminated any false, deceptive or misleading statements or advertisements in connection with the operation of a permitted business; or
6. Violated any rule or regulation adopted by the City of Bentonville relating to the awarded Towing Facility's business; or
7. Willfully failed to comply with the terms of any contract made as a part of the exercise of the permitted business; or
8. Conducted the permitted business in a manner contrary to the peace, health, safety, and general welfare of the public; or
9. Demonstrated that they are unfit to be trusted with the privileges granted by such permit.
10. The awarded Towing Facility, his agents or employees, obtained a tow contract by use of fraud, trick, dishonesty or forgery
11. The awarded Towing Facility, their agents or employees, towed a vehicle to a location other than listed as the business address of such awarded Towing Facility without first receiving authorization to do so by the person authorizing the tow; or
12. The awarded Towing Facility, their agents or employees, after towing a vehicle to the business location, the awarded Towing Facility, without authorization, towed such vehicle to another location for storage; or
13. The awarded Towing Facility, their agents or employees, have conspired with any person to defraud any owner of any vehicle, or any insurance company, or any other person financially interested in the cost of the towing or storage of any vehicle, by making false or deceptive statements relating to the towing or storage of any vehicle; or

14. The awarded Towing Facility, their agent or employees, have charged for services not performed, equipment not employed or used, services or equipment not needed, or have otherwise materially misstated the nature of any service performed or equipment used.

15. Awarded Towing Facility fails to maintain the required insurance, licenses, and permits as required by the Arkansas Towing & Recovery Board.

DISPLINARY HEARINGS PROCEDURE

A. **Hearing Examiners:** The Bentonville City Council may appoint a Board consisting of one or more hearing examiners or designate one or more of its members to serve as hearing examiners to conduct the hearings provided by this article.

B. **Conduct of Hearing:** The Board or the hearing examiner hearing the case shall exercise all powers relating to the conduct of the hearings.

C. **Reporting:** The proceedings at the hearing may be reported by means of an audio recorder.

D. **Continuances:** The Board or hearing examiner may grant continuances at any stage of the proceedings.

E. **Oaths Certification:** In any proceedings under this article, the Board, any board member, the Secretary of the Board, or the hearing examiner has the power to administer oaths and affirmations and to certify to official acts.

F. **Service by Mail-Time of Taking Effect:** Wherever service by mail is authorized by this article, such service shall be effective on the date of mailing if a letter containing the required papers or notice is mailed, postage prepaid, addressed to the applicant or awarded Towing Facility at the latest address on file with the permit from the City of Bentonville.

HEARING ON REVOCATION OF PERMIT--- INITIATION BY ACCUSATION

A hearing to determine whether an Official Police Light and Medium Duty Towing Contract should be revoked shall be initiated by filing an accusation. The accusation shall be a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the respondent is charged, to the end that the respondent will be able to prepare their defense. The filing of such accusation shall be defined as the submission to the Mayor, or the board when applicable. It shall specify the statutes, contract provisions, or rules which the respondent is alleged to have violated but shall not consist merely of charges phrased in the language of such statutes and rules. The accusation shall be verified, unless made by a public officer acting in their official capacity or by a duly appointed representative of the Board. The verification may be on information and belief.

SERVICE OF ACCUSATION

Upon the filing of an accusation the Board shall serve a copy thereof on the respondent.

A. **Method of Service:** The accusation may be served on the respondent by the following means:
   1. Personally, or
   2. By Certified mail.

B. **Proof of Service, Time of Taking Effect:** Service by certified mail shall be elective on the date of mailing if a certified letter containing the accusation is mailed, postage prepaid, and addressed to the respondent at the latest address on file with the Board.

C. **Appearance-- Objections to Service Waived:** Where a respondent files a notice of defense or otherwise appears in a proceeding, all objections to the validity of service shall be deemed waived.

D. **Form of Accusation:** The copy of the accusation shall include or be accompanied by a statement that respondent may request a hearing by filing a notice of defense within 10 days after service upon him of the accusation, and that failure to do so will constitute a waiver of their right to a hearing. The Board shall include with the accusation a post card or other form entitled, "Notice of Defense," which when signed by or on behalf of the respondent and returned to the Board, will acknowledge service of the accusation and constitute a notice of defense.

NOTICE OF DEFENSE

A. **Time of Filing:** Within 10 days after service upon him of the accusation the respondent may file with the Board one or more notices of defense in which he may:
   1. Request a hearing;
   2. Object to the accusation upon the ground that it does not state acts or omissions upon which the Board may proceed;
   3. Object to the form of the accusation on the ground that it is so indefinite or uncertain that they can not identify the transaction or prepare their defense;
   4. Admit the accusation in whole or in part.

B. **Failure to File— Waiver:** The respondent shall be entitled to a hearing on the merits if he files a notice of defense within 10 (ten) days, and any such notice shall be deemed a specific denial of all parts of the accusation not expressly admitted. Failure to file such notice shall constitute a waiver of respondent's rights to a hearing, but the Board in its discretion may nevertheless grant a hearing. Unless objection is taken as provided in this section, all objections to the form of the accusation shall be deemed waived.

C. **Written Notice of Defense:** The notice of defense shall be in writing signed by or on behalf of the respondent and shall state their mailing address. It needs not be verified or follow any particular form.

AMENDMENT OF ACCUSATION

At any time before the matter is submitted for decision the Board or hearing examiner may file or permit the filing of an amended or supplemental accusation. All parties shall be notified thereof. If the amended or supplemental accusation presents new charges the Board shall afford respondent a reasonable opportunity to prepare a defense thereto. Any new charges shall he deemed controverted, and any objections to the amended or supplemental accusation may be made orally and shall be noted in the record.

[This space has been intentionally left blank]

NOTICE OF HEARING

The Board shall deliver or mail a notice of hearing to all parties at least five days prior to the hearing. The hearing shall not be prior to the expiration of the time within which the respondent is entitled to file a notice of defense. The respondent may file a written waiver of time and request an immediate hearing.

A. **Notice of Hearing— Form:** The notice to respondent shall be substantially in the following form but may include other information:

You are hereby notified that a hearing will be held before the (Board or name of hearing examiner) at_____on the_____day of _____ 20____, at the hour of_____upon the charges made in the accusation served upon you. You may be present at the hearing, may be but need not be represented by council, may present any relevant evidence, and will be given full opportunity to cross-examine all witnesses testifying against you. You may request the issuance of subpoenas to compel the attendance of witnesses and the production of books, documents or other things by applying to the (Board or name of hearing examiner).

TIME AND PLACE OF HEARING

The Board or hearing examiner shall determine the time and place of hearing.

SUBPOENAS

A. **Authority of Board:** The Board or hearing examiner is authorized and empowered to summon witnesses for hearings by requesting the City Clerk, to issue subpoenas requiring the attendance of such witnesses at a time and place specified.

B. **Affidavit Required:** The Board, any Board member, the Secretary of the Board, or the hearing examiner may summon witnesses for hearings at the request of any party to a proceeding under this article. A party to a proceeding under this article desiring the issuance of a subpoena shall make a written request for the subpoena accompanied by an affidavit specifying the name and address of the proposed witness and setting forth in flail detail the materiality of their testimony. If the party seeks a subpoena duces tecum, the affidavit shall specify in addition the exact matters or things desired to be produced, and set forth in detail the materiality thereof to the issues involved in the case, and state that the witness has the desired matters or things in their possession or under their control.

C. **Penalties:**
1. **Ignoring Subpoena:** It is a misdemeanor to willfully ignore a subpoena or subpoena duces tecum issued pursuant to this article.
2. **Refusal to Testify:** It is a misdemeanor for any person present at any hearing in obedience to a subpoena or otherwise to willfully refuse to be sworn or willfully refuse to answer any material or proper question directed to him by the Board or hearing examiner.

[This space has been intentionally left blank]

EVIDENCE

Hearings need not be conducted according to technical rules relating to evidence and witnesses.

A. **Oral Evidence— Oath:** Oral evidence shall be taken only on oath or affirmation.
B. **Rights of Parties:** Each party shall have these rights:
    1. To call and examine witnesses;
    2. To introduce exhibits;
    3. To cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination;
    4. To impeach any witness regardless of which party first called him to testify;
    5. To rebut the evidence against him.
C. **Failure of respondent to Testify:** If respondent does not testify in their own behalf, he may be called and examined as if under cross-examination.
D. **Test of Relevancy:** Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions.
E. **Hearsay Evidence:** Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.
F. **Privilege:** The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil action.
G. Exclusion of Evidence: irrelevant and unduly repetitious evidence shall be excluded.

OFFICIAL NOTICE

In reaching a decision official notice may be taken, either before or after submission of the case for decision of any fact which may be judicially noticed by the courts of the State.

A. **Parties to be Notified– Record:** Parties present at the hearing shall be informed of the matters to be noticed, and these matters shall be noted in the record, referred to therein, or appended thereto.
B. **Opportunity to Refute:** Parties present at the hearing shall be given a reasonable opportunity on request to refute the officially noticed matters by evidence, or by written or oral presentation of authority, the manner of such refutation to be determined by the Board or the hearing examiner.

AMENDMENT OF ACCUSATION AFTER SUBMISSION

The Board or hearing examiner may order amendment of the accusation after submission of the case for decision. Each party shall be given notice of the intended amendment and opportunity to show that he will be prejudiced thereby unless the case is reopened to permit the introduction of additional evidence in their behalf. If such prejudice is shown, the Board or hearing examiner shall reopen the case to permit the introduction of additional evidence.

[This space has been intentionally left blank]

METHOD OF DECISION IN CONTESTED CASES

A. **Hearing Before Board Itself:** Where a contested case is heard before the Board itself no member thereof who did not hear the evidence or has not read the record or proceedings shall vote on the decision.

B. **Hearing Before Examiner:** If a contested case is heard by a hearing examiner alone, he shall, within 30 days, submit a written report to the Board. Such report shall contain a brief summary of the evidence considered and shall state the examiner's conclusions and recommendations. The report shall contain a proposed decision, in such form that it may be adopted by the Board as its decision in the case. All examiners reports shall be filed by the Board as a public record. A copy of such proposed decision so filed shall then be mailed to each party.

C. **Consideration of Report by Board– Notice:** The Board shall fix a time when the Board will consider the report. Notice thereof shall be mailed to each interested party not less than 12 days prior to the date fixed, unless it is otherwise stipulated.

D. **Exceptions to Report:** Not later than six days before the date to consider the report any party may file written exceptions to any part or all of the Examiner's report and may attach thereto a proposed decision together with written arguments in support of such decision. By leave of the Board, any party may present oral argument to the Board.

E. **Disposition by Board:** The Board may adopt or reject the proposed decision in its entirety, or may increase or reduce the proposed penalty and may adopt the balance of the proposed decision of the hearing examiner.

F. **Proposed Decision Not Adopted**: If the proposed decision is not adopted as provided in Subsection (e), the Board may decide the case upon the record including the transcript either in whole or in part, with or without taking additional evidence, or may refer the case to the same or another hearing examiner to take additional evidence. If the case is so assigned to a hearing examiner, he shall prepare a report and proposed decision as provided in Subsection (b) upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. Consideration of such proposed decision by the Board shall comply with the provisions of this section.

FORM OF DECISION FINDINGS COPIES TO PARTIES

The decision shall be in writing and shall contain findings of fact, a determination of the issues presented and the penalty, if any. The findings may be stated in the language of the pleadings or by reference thereto. Copies of the decision shall be delivered to the respondents personally or sent to them by registered mail.

[This space has been intentionally left blank]

SETTLEMENT OF ACCUSATIONS

Notwithstanding any other provisions of this article, the Board may enter into a stipulated settlement with a awarded Towing Facility served with an accusation. Such stipulation shall include an express waiver of the awarded Towing Facility's hearing rights and a concise statement of the penalty to be imposed for the alleged misconduct. After the awarded Towing Facility or their legal representative has agreed to and signed the stipulated settlement, it shall be presented to the Board for approval. If the Board approves, the penalty shall immediately take effect and no further proceedings otherwise required by the provisions of this article shall be deemed necessary. If the proposed settlement is disapproved by the Board, the awarded Towing Facility shall be so notified and shall at the same time be notified as to a hearing date.

[This space has been intentionally left blank]

ARKANSAS TOWING & RECOVERY BOARD

Non-Consent TOWING

License No. 43390

License issued to: Griffith Company LTD DBA Bentonville Towing

Business Address: 904 SE 8th Street, Bentonville, AR 72712

Licensed issued in accordance with Act 1000 to 1993 regulated by the Arkansas Towing & Recovery Board

Period of License December 22, 2022 to December 31 [redacted]

Given Under My Hand And State Seal On December 22, 2022

Joseph Spadoni III, Chairperson

This License is Non-Transferable

Receipt No. 176443

244

STATE OF ARKANSAS
TOWING & RECOVERY BOARD
7418 North Hills Boulevard
North Little Rock, AR 72116

Phone (501) 682-3801
Fax (501) 682-3589
www.artowing.arkansas.gov

Joseph Spadoni
Chairperson
Consent Only
Representative

Matthew Ross
Vice-Chairperson
Consent Only
Representative

Carrie Meeks
Treasurer
Non-Consent
Representative

Reggie Binns
Non-Consent
Representative

Tom Brown
Non-Industry
Representative

Greg Cochran
Non=Consent
Representative

Wayne Edwards
Non-Consent
Represenative

Heath Tibbs
Insurance
Representative

Jerry Vint
Non-Industry

December 22, 2022

Non-Consent

License #: 43390

Location: 904 SE 8th Street

Bentonville Towing
904 SE 8th Street
Bentonville, AR 72712

Your application for Non-Consent towing business license and tow vehicle safety permit has been approved.

1) Licenses and permits are renewable annually.

2) Licenses and permits are nontransferable (from owner to owner, from tow vehicle to tow vehicle.)

3) If you buy, trade, or otherwise acquire an additional tow vehicle during the licensing year and you plan to put the vehicle into service, immediately submit a Tow Vehicle Safety Equipment Inspection Form with the appropriate fees.

4) Should you take a tow vehicle out of service, immediately remove and return the safety permit issued to you for that vehicle, and notify the Board it has been removed from your fleet in writting.

5) If you have a change of address, immediately notify the office.

6) Should you go out of business or cease providing towing services, immediately remove and return any tow vehicle safety permit issued for tow vehicle(s) previously in service, notify the Board, and return your the nonconsent towing business license to the Towing Recovery Board within ten (10) business days.

7) Lost or damaged (illegible) licenses and/or safety permits must be replaced immediately (Replacement fee will apply).

If you have questions or comments please feel free to call the office.

Respectfully,
Sheila Ann Johnson, Processing Clerk
Sheila.Johnson@arkansas.gov

Business License Information

	License #	Expiration	Receipt
Non-Consent	43390	12/31/2023	176443

Vehicle License

Vin/Lic	Expiration	Permit	Year
1HTMMAALD7H437936	12/31/2023	26547	
1HTMMAAL17H378749	12/31/2023	26436	
1FDKF38F1VEA52194	12/31/2023	26439	
3HAMMAAL4CL555766	12/31/2023	26438	
1HTMMAAL3DH154605	12/31/2023	26446	
1FDUF5GT2CEC73831	12/31/2023	26444	
2NPNHD6X82M583362	12/31/2023	26437	
2NPLHN7X48M759361	12/31/2023	26442	
3C7WDMDL4CG311637	12/31/2023	26445	
1GBJK74699E139439	12/31/2023	26441	
1FDUF4HY8BEC48144	12/31/2023	26440	
1FDUF5GTOMDA14682	12/31/2023	26443	

Law Enforcement Conatacts

City Department

Bentonville PD

Contact: Officer in charge of wreckers
Email:
Phone: (479) 271-3170
FAX: (479) 271-3187

County

Benton County SO

Contact: Capt. Kenneth Paul
Email:
Phone: (479) 271-7000
FAX: (479) 273-0036

State

State Police Troop L

Contact: Aaron Keith
Email: aaron.keith@asp.arkansas.gov
Phone:
FAX: (479) 751-4373

STATE OF ARKANSAS

TOWING & RECOVERY BOARD

7418 North Hills Boulevard
North Little Rock, AR 72116

PHONE (501) 682-3801 FAX (501) 682-3589

Bentonville Towing
904 SE 8th Street
Bentonville, AR 72712

Receipt

Date: 12/22/2022

Receipt #: 176443

Location: 904 SE 8th Street

Transaction Date	Fee Pay't Type	Check No.
12/22/2022	Check	1255

License No.	Item Name	Amount
43390	Business License	$150.00
1FDUF5GTOMDA14682	Truck Permit	$72.00
1FDUF4HY8BEC48144	Truck Permit	$72.00
1GBJK74699E139439	Truck Permit	$72.00
3C7WDMDL4CG311637	Truck Permit	$72.00
2NPLHN7X48M759361	Truck Permit	$72.00
2NPNHD6X82M583362	Truck Permit	$72.00
1FDUF5GT2CEC73831	Truck Permit	$72.00
1HTMMAAL3DH154605	Truck Permit	$72.00
3HAMMAAL4CL555766	Truck Permit	$72.00
1FDKF38F1VEA52194	Truck Permit	$72.00

STATE OF ARKANSAS
TOWING & RECOVERY BOARD
7418 North Hills Boulevard
North Little Rock, AR 72116
PHONE (501) 682-3801
FAX (501) 682-3589

1HTMMAAL17H378749	Truck Permit		$72.00
1HTMMAALD7H437936	Truck Permit		$72.00
		Total:	$1,014.00

STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION

Standard Permit

GRIFFITH COMPANY LTD CO
GRIFFITH COMPANY LTD CO
32 WENTWORTH DR
BELLA VISTA, AR 72715-6514

Account ID:	**55014312-SLS**
Site Permit ID:	**55014312-001**
Date Issued:	**December 6, 2022**
Date Opened:	**November 10, 2022**
Business Type:	**Limited Liability Company**

NAICS: 488410 Motor Vehicle Towing

Legal Name/Owner(s): GRIFFITH COMPANY LTD CO

This business is exempt from sales and use tax only for the purchases of goods to be sold in the normal course of business.

This permit is valid until it is cancelled and surrendered by the permit holder or revoked by the Director of the Department of Finance and Administration.

This permit must be surrendered to the Director if this business is sold, discontinued or location is changed.

When this permit is surrendered for any of the above reasons, the business must report and pay any sales or use tax plus any penalties or interest that is owed. Failure to pay these taxes may result in a lien being placed against the stock and fixtures of this business and is enforceable against purchasers and third parties.

** Permit must be displayed in a prominent place in your business **
PERMIT IS NONTRANSFERABLE

L1098075344-atL002

VEHICLE CERTIFICATE FOR 2022

RODERICK GRIEVE, Benton County Assessor

PPAN **04-9931394**

Assessment Date 12/27/2022

School District: CBV6 - BENTONVILLE (BELLA VISTA CITY)

GRIFFITH COMPANY LTD CO
DBA BENTONVILLE TOWING
32 WENTWORTH DR
BELLA VISTA AR 72715

Owner GRIFFITH, AUSTIN
Location 32 WENTWORTH DR
Phone 479-531-5913
Parcel 16-31827-000

Comments: ** 2022 LIST OPENED 9/2022 ** PERSONAL #5276670 GRIFFITH, AUSTIN **

					Value	Penalty
Vehicle						
Heavy/Medium Trucks						
2012	INT'L	**4300	1HTJTSKL8CH610607	Listed 12/27/2022		
2012	FORD	**F550	1FDUF5GT2CEC73831	Listed 12/27/2022		
2012	DODGE	**5500	3C7WDMDL4CG311637	Listed 12/27/2022		
2013	INT'L	**4300	1HTMMAAL3DH154605	Listed 12/27/2022		
2007	INT'L	**4300 SBA	1HTMMAAL07H437936	Listed 12/27/2022		
2007	INT'L	**4300 SBA	1HTMMAAL17H378749	Listed 12/27/2022		0
2002	PETERBILT	**TRACTOR 330	2NPNHD6X82M583362	Listed 12/27/2022		
2012	INT'L	**4300	3HAMMAAL4CL555766	Listed 12/27/2022		0
1997	FORD	**1T 4WD WRECKER	1FDKF38F1VEA52194	Listed 12/27/2022		
2011	FORD	**F450	1FDUF4HY8BEC48144	Listed 12/27/2022		
2008	PETERBILT	**335	2NPLHN7X48M759361	Listed 12/27/2022		
Light Trucks						
2009	CHEVROLET	3500	1GBJK74699E139439	Listed 12/27/2022		
	Ch & Cab HD Silverado 3500HD					
2021	FORD	F550	1FDUF5GT0MDA14682	Listed 12/27/2022		
	F550 Regular Cab F-Series Super					

Assessed Value 0 **Penalty** 0 **Total Assessment** 0

I hereby swear to affirm that this is a true and complete list of all the property that, [redacted] that the values re[redacted]ny knowledge

Owner / Agent [redacted]

Sworn before [redacted]

this 27 of December, 2022 12:39 PM

BP1 Assessor or Deputy

This is to certify that the above listed property have been assessed for the current year.

County Assessor: RODERICK GRIEVE

This is to certify the above individual paid personal property taxes due, as recorded by receipt # _____

on date _____

in the amount of 0.00 [redacted]

County Collector: [redacted]

Commercial Lease Agreement

Copyright 2022 Arkansas REALTORS® Association

FORM SERIAL NUMBER: *037043-500167-0345276*

This Commercial Lease is made this (month) ***December*** (day) ***1***, (year) ***2022***, between

Griffith Company LTD. Co. DBA: Bentonville Towing

who, whether one or more, will hereinafter be designated as Lessor, and ***Tucker Holmes, BHGRE-Journey***

_____ who, whether one or more, will hereinafter be designated as Lessee.

Lessor leases to Lessee the following described Property:

904 SE 8th Street, Bentonville, AR 72712 (Building and Lot)

The term of this Commercial Lease is ***Five*** (***5***) months, commencing on

(month) ***December*** (day) ***1***, (year) ***2022***, at ***12:00*** [X] a.m./ [ ] p.m. and ending on

(month) ***April*** (day) ***30***, (year) ***2023***, at ***10:00*** [ ] a.m./ [X] p.m.

The Lessee agrees to pay the Lessor the following rental, to-wit:

[X] Base Rent: ***$2000*** [ ] Percentage Rent: _____

[ ] Common Area Maintenance Contribution: _____

[ ] Real Estate Tax Contribution: _____

[ ] Property Insurance Contribution: _____

[ ] Merchant Association Dues: _____

[ ] Deposit in the amount of $ _____ which will be tendered directly to Lessor, no later than the Execution of this Lease by Lessee and Lessor, it being agreed by Lessee and Lessor that agent shall not hold such funds. Said Deposit will be returned to Lessee upon expiration of this Commercial Lease if Lessee follows all terms of this Commercial Lease and if the Property is returned to Lessor in the same condition as it was received, less reasonable wear and tear.

[ ] Other: _____

Lessee agrees to pay the rental in monthly installments, in advance, on the ***1st*** day of each month. The payments are to be made to ***BHGRE-Journey / Tenant portal*** or to such other place as the Lessor may designate. Any installment of rent that is not paid when due shall be subject to a late charge of ***10*** % of the monthly rent if the rent has not been paid before the ***5th*** day of the month. Any such late charge shall be considered additional rent.

Copyright 2022 Arkansas REALTORS® Association

FORM SERIAL NUMBER: *037043-500167-0345276*

The parties hereto covenant as follows:

1. RENT: Lessee will promptly pay the stipulated rental in advance at the place designated.

2. USE:

A. The Property will be used by the Lessee only for the following lawful purpose, to-wit:
Operate towing business known as Bentonville Towing

and for no other purpose;

B. Lessee will not do, or permit anything to be done, in, upon or about the Property that increases the fire hazard beyond that which exists by reason of the ordinary use or occupancy of the Property for the purpose specified in Paragraph 2 hereof. Lessee agrees to pay to Lessor, on demand, any increase in fire insurance premiums on the building and improvements that Lessor may have to pay because of Lessee's use or occupancy of the Property. Lessee will not do, or permit to be done, anything that will make uninsurable the Property or any part thereof; and

C. Lessee will not do, or permit to be done, anything in, about or upon the Property that: interferes with the rights of or tends to annoy other tenants of Lessor; conflicts with the state or municipal laws or regulations of the Fire Department or Arkansas Department of Health; creates a nuisance; or is dangerous to persons or property.

3. NUISANCE: Lessee acknowledges that should any nuisance abatement or similar proceeding be commenced or threatened against Lessor, Lessee, or the Property by any municipal, county, state or federal nuisance abatement board or enforcement entity, wholly or partially resulting from the action or inaction of Lessee or guests of Lessee in, on or about the Property, such action or inaction shall constitute a material breach of this Commercial Lease by Lessee entitling Lessor to all available remedies set forth in this Commercial Lease or by applicable laws.

4. ASSIGNMENT OR SUBLETTING: Lessee shall not have the right to assign this Commercial Lease or sublet any part of the Property without the written consent of the Lessor first endorsed hereon. If Lessor consents to an assignment or subletting, the Lessee shall remain liable for payment of the specified rental and the due performance of all the agreements and conditions herein. Consent to one or more assignment or sublease shall not waive the provisions of this paragraph as to future attempts to assign or sublease.

5. SUCCESSORS: Lessor's interest in this Commercial Lease shall pass to and vest in Lessor's heirs, devisees, successors and assigns.

6. ALTERATIONS AND IMPROVEMENTS: Lessee will not make any alterations, changes or improvements without Lessor's prior written consent. If consent is given, then the cost of such alterations, changes or improvements shall be paid by Lessee. Lessor shall have the right to require Lessee to provide a bond for any liens placed on the Property. Upon termination of this Commercial Lease, Lessor shall have the right to retain the Property as altered, changed or improved by Lessee, or Lessor may require the Lessee to restore the Property to the condition existing as of the date Lessee went into possession of the Property under the terms of this Commercial Lease. In the event any changes, alterations or additions to the Property are required by law, ordinance, regulation, Fire Department, Arkansas Department of Health, Americans With Disabilities Act, or the Environmental Protection Agency, then the cost of such changes, alterations or additions shall be paid by Lessee.

REALTOR® EQUAL HOUSING OPPORTUNITY

Copyright 2022 Arkansas REALTORS® Association

FORM SERIAL NUMBER: *037043-500167-0345276*

7. OPERATING EXPENSES: Operating expenses of the Property shall be paid by Lessor unless otherwise noted below. Lessor will pay the taxes assessed against the Property and the improvements thereon, and will keep the outside walls and roof in repair. Lessee cannot place any objects on the roof, such as satellite dishes, without the approval of Lessor in writing. Lessee shall not be held liable for damages to the roof or outside walls unless Lessee has caused those damages or if gross negligence has occurred by Lessee. Lessor is to have exclusive use of the roof. In the event the walls should so deteriorate as to require rebuilding, or if the cost of repairing the outside walls or the roof should exceed ___NA___ percent (___NA___ %) of the value of improvements, the ___NA___ shall have the right to terminate this Commercial Lease on giving thirty (30) days notice to the ___NA___. The ___NA___ will pay the premium for property insurance on the Property. Such premium shall be the cost of property insurance covering not less than ___NA___ percent (___NA___ %) of the replacement value of the Property. Such property insurance policy shall name Lessor as an insured party. Any proceeds from any insurance claim shall be paid to Lessor. Additionally, Lessee will pay the premium for a commercial general liability insurance policy with limits no less than $___500,000.00___ per occurrence and $___1,000,000.0___ aggregate and shall name Lessor as an additional insured. ___Lessee___ will keep Property, including plumbing, water tower, parking area, sidewalks, sewer lines, water pipes, gas pipes, and electric wiring in repair throughout the term of this Commercial Lease. ___Lessee___ will pay for the repair and maintenance of the heating, ventilating, and air conditioning equipment and ducts. ___Lessee___ will pay for replacement of the heating, ventilating and air conditioning equipment as needed. The floors, fixtures and plate glass, including storefront doors, will be repaired or replaced as needed by ___Lessee___. Lessee will pay as additional rent, any tax on rents that may from time to time be assessed by a governmental body ___Lessee___ will pay for janitorial and extermination services. ___Lessee___ will pay all utility bills, including the sanitary sewer tax that accompanies the monthly water bill except for ___NA___. Upon the expiration of this Commercial Lease, in course or by breach of any of its provisions, Lessee will restore Property to Lessor in as good condition as when possession was taken by Lessee, ordinary wear and tear excepted.

8. SIGNS: No sign, picture or advertisement shall be displayed on any part of the outside of any building on or about the Property without the previous consent in writing of Lessor, and Lessor may remove the same without notice to Lessee and at Lessee's expense. Upon termination of this Commercial Lease, Lessee will remove any sign, advertisement or notice painted on or affixed to Property and restore the place it occupied to the condition that existed as of the date this Commercial Lease takes effect.

9. HOLD HARMLESS: Lessee assumes all risk of and liability for damages to persons or property arising during the term of this Commercial Lease from the present or future condition of the Property, including walls and roof, both latent and manifest, and agrees to save the Lessor harmless. Lessee has inspected and accepts the space in "as is" condition. Lessee understands that Lessee is solely responsible for obtaining and maintaining insurance on the furniture, fixtures, inventory, equipment and all other property of Lessee located within the Property and agrees to save and hold Lessor harmless for any damage to any such personal property or fixtures. In addition, Lessee shall cause all such policies insuring its leasehold improvements, personal property or fixtures to contain express waiver of subrogation provisions limiting any subrogation rights of Lessee's insurers against Lessor or any tenant of Lessor.

10. PROPERTY, FIRE AND CASUALTY: In the event of a substantial destruction of the Property by fire, cyclone, or act of God, this Commercial Lease may be terminated on notice from the ___Either Party___ to the ___Either Party___ (substantial destruction as herein used means destruction that will cost ___Fifty___ percent (___50___%) or more of the value of the improvements prior to destruction to restore such improvements). Alternatively, Lessor may elect to rebuild for the use of the Lessee, and in that event Lessor shall notify Lessee within sixty (60) days after said destruction, and shall then proceed with all reasonable diligence to restore the Property, delay due to adjustment of insurance loss and other unavoidable delays excepted. This Commercial Lease shall continue in full force and effect, except that, as the sole and exclusive remedy of the Lessee, there shall be a proportionate abatement of the rent payable by the Lessee during the time the Property is untenantable or in part untenantable. In the event of a partial destruction of the Property by fire, cyclone, or act of God, Lessor will repair said Property for use of the Lessee (partial destruction as herein used means destruction that will cost less than ___Fifity___ percent (___50___%) of the value of the improvements on the Property prior to destruction to restore such improvement). This Commercial Lease shall continue in full force and effect, except that, as the sole and exclusive remedy of the Lessee, there shall be proportionate abatement in the rent payable by the Lessee during the time the Property is untenantable or in part untenantable.

REALTOR® EQUAL HOUSING OPPORTUNITY

Copyright 2022 Arkansas REALTORS® Association

FORM SERIAL NUMBER: ***037043-500167-0345276***

11. HOLDING OVER: This Commercial Lease shall not be renewable except by written agreement between Lessor and Lessee. Should Lessee be allowed to remain in possession of the Property after termination of this Commercial Lease, either in course or by reason of the breach of any of its provisions by Lessee, or should Lessor accept any rent after such termination, neither the remaining in possession nor the acceptance of the rent shall be deemed a renewal of this Commercial Lease or a tenancy from year to year, but on the contrary, the status of the Lessee shall be deemed that of a tenant at will, and the Lessee will immediately vacate the Property upon being notified to do so by the Lessor. On termination of this Commercial Lease in course Lessee agrees to surrender possession of the Property without demand. Failing to do so, Lessee will, in addition to the damages generally recoverable, be liable to Lessor for all damages Lessor may sustain, including claims made by any succeeding tenant against Lessor which are founded upon delay or failure in delivering possession of the Property to the succeeding tenant.

12. CONTINUOUS OCCUPANCY: Lessee will not permit the Property to remain vacant or unused for the purposes for which leased for more than thirty (30) consecutive days without written consent of the Lessor.

13. RIGHTS OF MORTGAGEE: The Lessor hereby subordinates this Commercial Lease to any mortgage, deed of trust or encumbrance that Lessor may have placed, or may hereafter place, on Property. Lessee agrees to execute estoppel documents on demand and any instrument that may be deemed necessary or desirable to render such mortgage, deed of trust or encumbrance, whenever made, superior and prior to this Commercial Lease.

14. BREACH OF AGREEMENT: In the event of a breach of any of the terms or conditions hereof by Lessee, Lessor may (a) take possession of the Property and lease the same for the account of Lessee upon such terms as may be acceptable to Lessor, and apply the proceeds received from such leasing, after paying the expenses thereof, toward the payment of the rent that the Lessee herein is obligated to pay and collect the balance thereof from the Lessee; or (b) take possession of the Property and collect from Lessee all damages sustained by reasons of such breach; or (c) pursue any remedy or remedies that may be available at law or in equity. At the option of Lessor, it shall be considered a breach of the terms and conditions of this Commercial Lease should bankruptcy, insolvency, or receivership proceedings of any kind be instituted by or against Lessee, or any one of the Lessees if more than one are included in the designation "Lessee" herein, or should Lessee's interest in this Commercial Lease, or the interest of any one of the Lessees, if more than one are included under the designation "Lessee" herein, devolve or pass by operation of law to any other person or corporation, and Lessor may pursue the remedies provided for in this Paragraph 14. This provision applies to any one of the Lessees if more than one is included under the designation "Lessee" herein.

15. LANDLORD'S LIEN: As security for the rent herein provided for, and as security for the payment of all damages that may be sustained by Lessor in the event there is a breach of any of the terms hereof by Lessee, the Lessor shall have a lien on all the furniture, fixtures and other personal property, excepting merchandise carried in stock for sale, which may be brought into or upon the Property. The Lessor shall have the power to sell such furniture, fixtures, and other personal property at a public sale, and to apply all amounts realized therefrom to the payment of accrued rentals or to the claim or claims of Lessor for damages. Before making such sale, Lessor shall publish a five (5)-day notice thereof by one insertion in a daily newspaper published in the City/County of ***Bentonville / Benton***, Arkansas; such sale is to be for cash; Lessor may bid thereat as any third person might do and Lessee hereby waives any and all rights of redemption granted by the laws of Arkansas.

16. TIME IS OF THE ESSENCE: Time is of the essence of each of the agreements and conditions herein to be performed by Lessee. Unless otherwise specified, days as it appears in this Commercial Lease shall mean calendar days. Further, all times and dates set forth in this Commercial Lease refer to Arkansas Central time and date. The failure of Lessor to insist upon performance of any of the agreements and conditions herein in any one or more instances shall not be waiver of the right thereafter to insist upon full and complete performance of such agreements and conditions. Receipt of rent by Lessor with knowledge of the breach of any of the agreements and conditions hereof shall not be deemed a waiver of such breach.

Copyright 2022 Arkansas REALTORS® Association

FORM SERIAL NUMBER: *037043-500167-0345276*

17. NOTICE: All notices required and given between the parties of this Commercial Lease shall be given in writing to the Lessor at the Lessor's office located at ***523 SE 6th Street, Bentonville, AR 72712 / email*** and to the Lessee at the described Property.

18. RELETTING: Lessor may place a "for lease" sign or signs on the Property during the last thirty (30) days this Commercial Lease is in force.

19. CONDEMNATION: If the Property be subjected to any eminent domain proceedings, this Commercial Lease shall terminate if all of the Property is taken or if the portion taken is so extensive that the residue is wholly inadequate for Lessee's purposes, as set out in Paragraph 2 hereof. If the taking be partial, then Lessee's rentals shall be reduced in the proportion that the space taken bears to the space originally leased. In such condemnation proceedings Lessee may claim compensation for the taking of any removable installations that by the terms of this Commercial Lease Lessee would be permitted to remove at the expiration of this Commercial Lease, but Lessee shall be entitled to no additional award, it being agreed that any damages allocable to full fee simple ownership of the entire Property shall in any event be payable to Lessor.

20. LESSOR'S RIGHT OF ENTRY: Lessor may at any time enter the Property for inspection purposes.

21. AGENCY DISCLOSURE: The subparagraph(s) selected below shall represent the agency relationships reflected in this Commercial Lease Agreement: **(check all that apply)**

☒ **A. Lessor Agency:** When the Lessee is not represented by a separate agent, the only agency in effect is that between Lessor and the agent.

☐ **B. Lessee Agency:** Lessor authorizes Lessor's agent to pay from Lessor Agent's leasing fee a share deemed competitive by the agent, to _____ as agent of Lessee.

☐ **C. Dual Agency:** Lessor and Lessee agree that _____ may represent both parties in this transaction to lease the Property to the Lessee subject to an agency agreement or similar representation agreement with the named agent. Should this situation arise the Lessor and the Lessee agree to the following:

(a) The agent shall not disclose to Lessee or Lessor any personal, financial or other confidential information about the other party without that party's express written consent. This restriction excludes information related to material property information that is known to the agent and other information that must at the agent's discretion be disclosed.

(b) The Lessee acknowledges notification that a possible conflict of interest can arise when the agent represents both parties. Under this Commercial Lease Agreement the Lessee and Lessor agree to forfeit their right to receive the undivided loyalty of the agent, provided that the Lessee has also agreed, under its agreement with the agent, to forfeit their right to receive the undivided loyalty of the agent. It is understood, however, that the agent is obligated to treat each party fairly and equitably.

(c) The Lessee and Lessor agree to waive any claim now or hereafter arising out of the agent's representing both parties.

☐ **D. Non-Agency:** See Non-Representation Disclosure Addendum

22. FAIR HOUSING: Lessee agrees that Lessor will provide equal service to all persons regardless of race, color, religion, sex, national origin, handicap, sexual orientation or familial status. Additionally, Lessee agrees that Lessor and Lessee must comply with all state and federal laws while performing this Commercial Lease.

REALTOR® EQUAL HOUSING OPPORTUNITY

Copyright 2022 Arkansas REALTORS® Association

FORM SERIAL NUMBER: *037043-500167-0345276*

23. GOVERNING LAW: This Commercial Lease shall be governed by the laws of the State of Arkansas.

24. SEVERABILITY: The invalidity or unenforceability of any provisions of this Commercial Lease shall not affect the validity or enforceability of any other provision of this Commercial Lease, which shall remain in full force and effect.

25. MERGER CLAUSE: This Commercial Lease, when executed by both Lessee and Lessor, shall contain the entire understanding and agreement between Lessee and Lessor with respect to all matters referred to herein and shall supersede all prior or contemporaneous agreements, representations, discussions and understandings, oral or written, with respect to such matters. This Commercial Lease shall not supersede any agency agreements entered into by Lessee and Lessor and Lessor Firm or Lessee Firm.

26. ATTORNEY'S FEES: Should Lessee and Lessor initiate any type of administrative proceeding, arbitration, mediation or litigation against the other (or against an agent for the initiating party or agent for the non-initiating party), it is agreed by Buyer and Seller (aforementioned agents being third-party beneficiaries of this Paragraph 26) that all prevailing party (or parties if more then one) shall be entitled to an award of all costs and attorney's fees incurred in prosecution or defense of such initiated action against the non-prevailing party (or parties if more than one).

27. ENTIRE AGREEMENT AND LIMITATION OF WARRANTIES: Lessee has examined the Property herein leased and accepts it in the condition in which it is at present. Lessee agrees that no representation or warranty or agreement has been made by Lessor or any agent of Lessor that is not herein expressed.

28. SPECIAL CONDITIONS:

A) Lessee will vacate property at the end of lease and leave no personal property or equipment. If Lessor must clean or remove any assets or debris, Lessee will reimburse within 30 days of Lessor's invoice.

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

30. LICENSEE DISCLOSURE: Check all that apply:

☐ **A.** Not Applicable.

☒ **B.** One or more parties to this Lease Agreement acting as a ☐ Lessee ☒ Lessor hold a valid Arkansas Real Estate License.

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

Commercial Lease Agreement

Copyright 2022 Arkansas REALTORS® Association

EXPIRATION: This Commercial Lease Agreement shall not be effective unless signed by Lessee and Lessor on or before (month) ***December*** (day) ***7***, (year) ***2022***, at ***5:00*** ☐(a.m.) ☒(p.m.)

THIS IS A LEGALLY BINDING ADDENDUM WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. YOU MAY EMPLOY AN ATTORNEY TO DRAFT THIS FORM FOR YOU. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CAN NOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM AND HAVE AUTHORIZED THE REAL ESTATE AGENT(S) TO FILL IN THE BLANKS ON THIS FORM.
THIS FORM IS PRODUCED AND COPYRIGHTED BY THE ARKANSAS REALTORS® ASSOCIATION. THE SERIAL NUMBER BELOW IS A UNIQUE NUMBER NOT USED ON ANY OTHER FORM. THE SERIAL NUMBER BELOW SHOULD BE AN ORIGINAL PRINTING, NOT MACHINE COPIED, OTHERWISE THE FORM MAY HAVE BEEN ALTERED. DO NOT SIGN THIS FORM IF IT WAS PREPARED AFTER DECEMBER 31, 2022.

FORM SERIAL NUMBER: ***037043-500167-0345276***

REAL ESTATE LICENSEES ARE REGULATED BY THE ARKANSAS REAL ESTATE COMMISSION. IF A LICENSEE HAS NOT PROPERLY REPRESENTED YOU, YOU MAY FILE A COMPLAINT AT AREC.ARKANSAS.GOV.

The above Commercial Lease is executed on:

(month) _____ (day) _____, (year) _____, at _____ ☐(a.m.) ☐(p.m.)

Lessor Company: ***Better Homes and Gardens RE Journey Bville*** 12/06/2022 10:52 AM

Signature: _____ Signature: _____

Printed Name: _____ Printed Name: _____
Lessor **Lessor**

Signature: [redacted] Signature: [redacted]

Printed Name: ***Tucker Holmes*** Printed Name: ***Tucker Holmes***
Lessor's Agent **Lessor's Principal or Executive Broker**

523 SE 6th Street, Bentonville, AR 72712
Lessor's address other than leased premises

Tucker@BeBetterNWA.com ***(479) 935-1237***
Lessor's email address Lessor's phone

The above Commercial Lease is executed on:

(month) _____ (day) _____, (year) _____, at _____ ☐(a.m.) ☐(p.m.)

Lessee Company: ***Griffith Company LTD. Co.*** 12/06/2022 11:34 AM

Signature: [redacted] Signature: _____

Printed Name: ***Mark Austin Griffith*** Printed Name: _____
Lessee Operating Manager **Lessee**

Signature: _____ Signature: _____

Printed Name: _____ Printed Name: _____
Lessee's Agent **Lessee's Principal or Executive Broker**

Lessee's address other than leased premises

Agriffith30@yahoo.com ***(479) 531-5913***
Lessee's email address Lessee's phone

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: ROB AUSTIN
AUSTIN INSURANCE 2109 Broadway Paducah, KY 42001 License #:	PHONE (A/C, No, Ext): (270)444-6818 FAX (A/C, No): (270)444-6809 E-MAIL ADDRESS: austin_ins@wreckerins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : OBSIDIAN SPECIALTY INSURANCE	16871
INSURER B : APPALACHIAN-CAROLINA CASUALTY INS	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

GRIFFITH COMPANY LTD. CO. DBA
BENTONVILLE TOWING
904 S.E. 8TH
BENTONVILLE, AR 72712

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		TARP-CP-000000025-00	3/21/2022	3/21/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			TARP-CP-000000025-00	3/21/2022	3/21/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		BNUWC0128593	7/27/2022	7/27/2023	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	ON HOOK/CARGO GARAGE KEEPERS			TARP-CP-000000025-00	3/21/2022	3/21/2023	$1000 DED	$250,000 $300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

904 S.E. 8TH STREET, BENTONVILLE, AR 72712

CERTIFICATE HOLDER

BENTONVILLE POLICE DEPARTMENT
908 SE 14TH
BENTONVILLE AR 72712
FAX 479-271-3187

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPR [redacted]

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF TITLE

STATE OF ARKANSAS

VEHICLE IDENTIFICATION NUMBER		YEAR	MAKE	MODEL	BODY TYPE
1HTMMAAL3DH154605		2013	INTL	430	CC
TITLE NUMBER	**PREVIOUS TITLE NUMBER**	**PREV. TITLE STATE**	**ISSUE DATE**	**ODOMETER**	**UNLADEN WEIGHT**
761002393396	04011220270	AR	01/20/2015	0	10594

MAILING ADDRESS

SANTANDER BANK NA
3 HUNTINGTON QUAD STE 101N
MELVILLE, NY 11747-4623

REMARKS

OD EXEMPT

OWNER

BENTONVILLE TOWING LLC
904 SE 8TH ST
BENTONVILLE, AR 72712-6412

OWNER'S SIGNATURE (IF JOINT OWNERSHIP, BOTH MUST SIGN)
THIS TITLE MUST BE SIGNED UPON RECEIPT BY OWNERS

FIRST LIENHOLDER

SANTANDER BANK NA
3 HUNTINGTON QUAD STE 101N
MELVILLE, NY 11747-4623

DATE OF LIEN: 5/2/2012

FIRST RELEASE

[redacted] CLE IS HEREBY RELEASED:

Name

Admin — Title

5-15-18 — Date

Santander Bank N A Paid in Full

The Department of Finance and Administration, State of Arkansas, hereby certifies that the applicant named hereon is duly registered as the owner of the vehicle described above. From the statements of the owner and the records on file with this department the hereon described vehicle is subject to the liens enumerated hereon.

In Witness Whereof, I have affixed my hand and seal.

[redacted]

COMMISSIONER OF REVENUE

SRO0401
07686427

VOID IF ALTERED

Federal and State law requires that you state the mileage in connection with the transfer of ownership.
Failure to complete or providing a false statement may result in fines and or imprisonment.

Title Assignment by Owner(s)

TITLE ASSIGNMENT BY OWNER AND

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address.

Buyer(s) Printed Name Griffith Company LTD Co.

Buyer(s) Printed Address

with warranty to be free of all encumbrances except as follows:

LIEN IN FAVOR OF

Address

DESCRIPTION OF VEHICLE TRADED IN (IF ANY)
VEHICLE IDENTIFICATION NUMBER

YEAR MAKE MODEL

Note to Seller. A copy of this title assignment, fully completed, is sufficient to use to claim a sales tax credit toward the purchase of another vehicle.

ODOMETER DISCLOSURE

I certify that to the best of my knowledge that the odometer reading provided in the box below is the actual mileage of the vehicle unless one of the following statements is checked:

Odometer Reading (no tenths)

☐ EXCEEDS MECHANICAL LIMITS. The mileage stated is in excess of the odometer's mechanical limits.

☐ WARNING – ODOMETER DISCREPANCY The odometer is not the actual mileage.

BILL OF SALE Date of Sale

Full Sales Price of this Vehicle $

Less Trade In $

Net Taxable Trade Difference $

Seller(s) Printed Name Bentonville Towing inc

Seller(s) Printed Address

Seller(s) Signature Bentonville Towing by [redacted]

"I am aware of the a[redacted]

Buyer's Printed Nar[redacted]

Buyer's Signature

First Dealer Reassignment

TITLE ASSIGNMENT BY DEALER AND

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address.

Buyer(s) Printed Name

Buyer(s) Printed Address

with warranty to be free of all encumbrances except as follows:

LIEN IN FAVOR OF

Address

DESCRIPTION OF VEHICLE TRADED IN (IF ANY)
VEHICLE IDENTIFICATION NUMBER

YEAR MAKE MODEL

ODOMETER DISCLOSURE

I certify that to the best of my knowledge that the odometer reading provided in the box below is the actual mileage of the vehicle unless one of the following statements is checked:

Odometer Reading (no tenths)

☐ EXCEEDS MECHANICAL LIMITS. The mileage stated is in excess of the odometer's mechanical limits.

☐ WARNING – ODOMETER DISCREPANCY The odometer is not the actual mileage.

BILL OF SALE Date of Sale

Full Sales Price of this Vehicle $

Less Trade In $

Net Taxable Trade Difference $

Dealer's Printed Name

Dealer's License Number

Dealer's Signature

"I am aware of the above odometer certification made by the dealer"

Buyer's Printed Name

Buyer's Signature

Second Dealer Reassignment

TITLE ASSIGNMENT BY DEALER AND

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address.

Buyer(s) Printed Name

Buyer(s) Printed Address

with warranty to be free of all encumbrances except as follows:

LIEN IN FAVOR OF

Address

DESCRIPTION OF VEHICLE TRADED IN (IF ANY)
VEHICLE IDENTIFICATION NUMBER

YEAR MAKE MODEL

ODOMETER DISCLOSURE

I certify that to the best of my knowledge that the odometer reading provided in the box below is the actual mileage of the vehicle unless one of the following statements is checked:

Odometer Reading (no tenths)

☐ EXCEEDS MECHANICAL LIMITS. The mileage stated is in excess of the odometer's mechanical limits.

☐ WARNING – ODOMETER DISCREPANCY The odometer is not the actual mileage.

BILL OF SALE Date of Sale

Full Sales Price of this Vehicle $

Less Trade In $

Net Taxable Trade Difference $

Dealer's Printed Name

Dealer's License Number

Dealer's Signature

"I am aware of the above odometer certification made by the dealer"

Buyer's Printed Name

Buyer's Signature

State of Arkansas Towing & Recovery Board

7418 North Hills Boulevard • North Little Rock, Arkansas 72116 • Office 501/682-3801
FAX . 501/682-3589 • E.Mail artowing@arkansas.gov • Website www.artowing.org

Office Use Only
NO: 24446
Exp. Dec 23

TOW VEHICLE SAFETY EQUIPMENT INSPECTION FORM

[Any Arkansas certified law enforcement officer is authorized to examine the vehicle noted below and sign the inspection form. A separate form must be used for each tow vehicle.]

☐ **CONSENT TOW VEHICLE** ☑ **NON CONSENT TOW VEHICLE**

Firm Bentonville Towing City Bentonville

Vehicle Year 2013 Make International Model 4300

VIN Number 1HTMMAAL3DH154605 Commercial Tag Number _____

Type : ☑ Wrecker ☐ Hauler ☑ Rollback **Gross Vehicle Weight Rating :** ☐ Light ↓ 9,000-15,000 lbs. ☑ Medium ↓ 15,001-33,000 lbs. ☐ Heavy ↓ 33,001 + lbs.

Please write **Y-** Yes or **N** -No or **N/A** -Not Applicable for each safety item listed below.

STATE OF ARKANSAS PERMIT ISSUED BY 12222 TOWING AND RECOVERY

- Y **Fire Extinguisher, ABC Type** of at least a nine (9) pound capacity. [Two 4.5 pound e
- Y **Amber Flashing Lights** which are visible on a 360° rotation around the tow vehicle. L daylight for highway and/or right-of-way use when engaged in hooking, unhooking
- Y Ability to attach **Tail, Turn and Stop Lights** to the rear of the towed vehicle for visibi
- Y **Safety Chains or Straps** to secure a vehicle to the tow vehicle.
- Y **Flares. Reflective Cones or Triangle Safety Signals** or other similar safety devices.
- Y **Shovel and Broom** for tow vehicles used in accident recovery.
- Y **Tow Business Name and Phone Number**, not less than **2" in size, permanently affi** side of the tow vehicle and visible from a distance of fifty (50) feet and displayed in
- N/A **Light and Air Brake Hook-Ups** required on equipment capable of towing semi-trucks and/or trailers.
- Y **Safety Straps** for wheel lift equipment as required by the equipment manufacturer.
- Y **Winch(s) on Tow Vehicles** used for recovery and/or hoisting and carrying a vehicle during transport shall have a minimum capacity of (L) 8,000 pounds and minimum cable size of 3/8" in diameter. Winch capacity and cable size shall increase proportionally with Gross Vehicle Weight Ratings.
- Y **Dual Rear Wheels** and rated at a minimum of 9,000 GVWR.[1]
- N/A **Trailer, Dolly or Other** separately hitched towing device to transport or facilitate the movement of vehicles on vehicles on public roadways.
- N/A **Medium Duty Tow Vehicle** (excluding rollbacks) equipped with an under-lift device rated at no less than 6,500 pounds at full extension.[2]
- N/A **Heavy Duty Tow Vehicle** with tandem rear axles equipped with an under-lift device rated at no less than 12,000 pounds at full extension.[2]
- Y **Three (3) Photographs** •Commercial license tag. • Entire driver's side of the tow vehicle. [For verification of tow vehicle type, take from a distance] • Passenger side of the tow vehicle

INSPECTION Date : 11/28/2022 Time : 1100 AM PM Location : 904 SE 8th Street

Inspecting Officer : [redacted] Badge Number : 950

Officer.Signature [redacted] Agency Bentonville Police

Owner.Signatu [redacted] Date 11/28/22

[1] Requirement waived for any truck where the safety permit application was filed 90 days after July 1, 1994.
[2] Requirement waived for any truck where the safety permit application was filed 90 days after June 27, 2006.
Minimum Requirements: Refer to Rule 7 of Rules & Regulations; ACA §27-50-1201 et seq.

VEHICLE REGISTRATION CERTIFICATE
STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
KEEP THIS DOCUMENT IN YOUR VEHICLE



VEHICLE IDENTIFICATION NUMBER
1HTMMAAL3DH154605

LICENSE PLATE	LICENSE TYPE/USE	DECAL COLOR	EXPIRATION DATE	DECAL NO
B338963	BCLP TK	Y	12/31/2023	B338963

YEAR	MAKE	MODEL	BODY	COLOR	FUEL	CYL	Gross Weight	DISPLACEMENT	AXLES
2013	INTL	430	TT	WHI	D	6	017000	0	0

OWNERS COUNTY: **BENTON**

DATE ISSUED: **12/29/2022**

TITLE NUMBER# **761013763380** ISSUING STATE: **AR** TITLE PRINT STATUS **PRINT FROM BATCHMAIL**

RENEWAL IDENTIFICATION NUMBER (RIN): **10410586**

VERIFICATION CODE: **2287**

OWNER(S)
GRIFFITH COMPANY LTD CO
32 WENTWORTH DR
BELLA VISTA AR 72715-6514

TITLE BRANDS

PURCHASED
Used Arkansas Non De

REGISTRATION FEE	REPLACEMENT FEE	VEH PURCHASE PRICE	LOCAL TAX(1) 0S
111.00	0.00	75000.00	25.00
CREDIT	TRANSFER FEE	PLUS EXT WARR	LOCAL TAX(2) 3S
0.00	0.00	0.00	50.00
ADDITIONAL FEES	TITLE FEE	LESS TRADE IN	LOCAL TAX(3)
0.00	10.00	0.00	0.00
PRO RATED FEES	LIEN FEE	TAXABLE PRICE	LOCAL TAX(4)
0.00	0.00	75000.00	0.00
SPECIAL FEE (1)	PENALTY	STATE TAX	TOTAL TAXES
0.00	0.00	4875.00	4950.00
SPECIAL FEE (2)	POSTAGE	STATE TAX PENALTY	TOTAL REG FEES
0.00	0.00	0.00	123.50
SPECIAL FEE (3)	TEMP TAG FEE	LOCAL TAX PENALTY	TOTAL PAID
2.50	0.00	0.00	5073.50

LIENHOLDER(S)

GRIFFITH COMPANY LTD CO
32 WENTWORTH DR
BELLA VISTA AR 72715-6514

OFF-TRAN-INFO
Title & Registration
12/29/2022 9:29:34 AM
Benton Co Central 04-01

2401 SW D Street Ste 3
(479)273-2724
kelam 2022-12-29

"Owner must sign in the space indicated on back of this certificate"

INSTRUCTIONS:
1) Remove decal by bendin
along dotted line.
2) Lift edge of decal and slo
3) See back side for instruct

INSURANCE IDENTIFICATION CARD

AR (STATE)
COMPANY NUMBER

COMPANY: OBSIDIAN SPECIALTY INSURANCE

[X] COMMERCIAL [ ] PERSONAL

16871
POLICY NUMBER

EFFECTIVE DATE: 3/21/2022
EXPIRATION DATE: 3/21/2023

TARP-CP-000000025-00
YEAR

MAKE/MODEL: INTERNATIONAL ROLLBACK

VEHICLE IDENTIFICATION NUMBER: 1HTMMAAL3DH154605

2013
AGENCY/COMPANY ISSUING CARD

AUSTIN INSURANCE
2109 Broadway
Paducah, KY 42001

INSURED

GRIFFITH COMPANY LTD. CO. DBA
BENTONVILLE TOWING
904 S.E. 8TH
BENTONVILLE, AR 72712

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

ACORD 50 (2007/02)

© ACORD CORPORATION 1983-2007. All rights reserved.

CERTIFICATE OF TITLE

STATE OF ARKANSAS

VEHICLE IDENTIFICATION NUMBER	YEAR	MAKE	MODEL	BODY TYPE
1GBJK74699E139439	2009	CHEV	SILVERADO	CH

TITLE NUMBER	PREVIOUS TITLE NUMBER	PREV. TITLE STATE	ISSUE DATE	ODOMETER	UNLADEN WEIGHT
761007353148	R1298776	KS	09/01/2017	70922	5888

MAILING ADDRESS

SANTANDER BANK NA
3 HUNTINGTON QUAD STE 101N
MELVILLE, NY 11747-4623

REMARKS

OD ACTUAL

Santander Bank, N.A.

OWNER

BENTONVILLE TOWING LLC
904 SE 8TH ST
BENTONVILLE, AR 72712-6412

OWNER'S SIGNATURE (IF JOINT OWNERSHIP, BOTH MUST SIGN)
THIS TITLE MUST BE SIGNED UPON RECEIPT BY OWNERS

FIRST LIENHOLDER	FIRST RELEASE
SANTANDER BANK NA 3 HUNTINGTON QUAD STE 101N MELVILLE, NY 11747-4623 DATE OF LIEN: 3/27/2017	[redacted] EREBY RELEASED: Name Title Administrator 2-12-2020 Title Date

The Department of Finance and Administration, State of Arkansas, hereby certifies that the applicant named hereon is duly registered as the owner of the vehicle described above. From the statements of the owner and the records on file with this department the hereon described vehicle is subject to the liens enumerated hereon.

In Witness Whereof, I have affixed my hand and seal.

[redacted]

COMMISSIONER OF REVENUE

10037406

SRO0401 - S

VOID IF ALTERED

Federal and State law requires that you state the mileage in connection with the transfer of ownership.
Failure to complete or providing a false statement may result in fines and or imprisonment.

Title Assignment by Owner(s)

TITLE ASSIGNMENT BY OWNER AND

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address.

Buyer(s) Printed Name Griffin Company LTD. Co.

Buyer(s) Printed Address _____

with warranty to be free of all encumbrances except as follows:

LIEN IN FAVOR OF _____

Address _____

DESCRIPTION OF VEHICLE TRADED IN (IF ANY)
VEHICLE IDENTIFICATION NUMBER

YEAR _____ MAKE _____ MODEL _____

Note to Seller: ... to use to claim a sales tax ...

ODOMETER DISCLOSURE

I certify that to the best of my knowledge that the odometer reading provided in the box below is the actual mileage of the vehicle unless one of the following statements is checked:

Odometer Reading (no tenths)

☐ EXCEEDS MECHANICAL LIMITS The mileage stated is in excess of the odometer's mechanical limits.

☐ WARNING - ODOMETER DISCREPANCY The odometer is not the actual mileage.

BILL OF SALE Date of Sale _____

Full Sales Price of this Vehicle $ _____

Less Trade In $ _____

Net Taxable Trade Difference $ _____

Seller(s) Printed Name Bentonville Towing LLC

Seller(s) Printed Address _____

Seller(s) Signature Bentonville Towing by [redacted]

"I am aware of the above odometer certification made by the seller"

Buyer's Printed Name Mark Austin Griffin

Buyer's Signature [redacted]

First Dealer Reassignment

TITLE ASSIGNMENT BY DEALER AND

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address.

Buyer(s) Printed Name _____

Buyer(s) Printed Address _____

with warranty to be free of all encumbrances except as follows:

LIEN IN FAVOR OF _____

Address _____

DESCRIPTION OF VEHICLE TRADED IN (IF ANY)
VEHICLE IDENTIFICATION NUMBER

YEAR _____ MAKE _____ MODEL _____

ODOMETER DISCLOSURE

I certify that to the best of my knowledge that the odometer reading provided in the box below is the actual mileage of the vehicle unless one of the following statements is checked:

Odometer Reading (no tenths)

☐ EXCEEDS MECHANICAL LIMITS. The mileage stated is in excess of the odometer's mechanical limits.

☐ WARNING - ODOMETER DISCREPANCY The odometer is not the actual mileage.

BILL OF SALE Date of Sale _____

Full Sales Price of this Vehicle $ _____

Less Trade In $ _____

Net Taxable Trade Difference $ _____

Dealer's Printed Name _____

Dealer's License Number _____

Dealer's Signature _____

"I am aware of the above odometer certification made by the dealer"

Buyer's Printed Name _____

Buyer's Signature _____

Second Dealer Reassignment

TITLE ASSIGNMENT BY DEALER AND

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address.

Buyer(s) Printed Name _____

Buyer(s) Printed Address _____

with warranty to be free of all encumbrances except as follows:

LIEN IN FAVOR OF _____

Address _____

DESCRIPTION OF VEHICLE TRADED IN (IF ANY)
VEHICLE IDENTIFICATION NUMBER

YEAR _____ MAKE _____ MODEL _____

ODOMETER DISCLOSURE

I certify that to the best of my knowledge that the odometer reading provided in the box below is the actual mileage of the vehicle unless one of the following statements is checked:

Odometer Reading (no tenths)

☐ EXCEEDS MECHANICAL LIMITS. The mileage stated is in excess of the odometer's mechanical limits.

☐ WARNING - ODOMETER DISCREPANCY The odometer is not the actual mileage.

BILL OF SALE Date of Sale _____

Full Sales Price of this Vehicle $ _____

Less Trade In $ _____

Net Taxable Trade Difference $ _____

Dealer's Printed Name _____

Dealer's License Number _____

Dealer's Signature _____

"I am aware of the above odometer certification made by the dealer"

Buyer's Printed Name _____

Buyer's Signature _____

State of Arkansas Towing & Recovery Board

7418 North Hills Boulevard • North Little Rock, Arkansas 72116 • Office 501/682-3801
FAX . 501/682-3589 • E.Mail artowing@arkansas.gov • Website www.artowing.org

Office Use Only
NO: 24 441
Exp. Dec 23

TOW VEHICLE SAFETY EQUIPMENT INSPECTION FORM

[Any Arkansas certified law enforcement officer is authorized to examine the vehicle noted below and sign the inspection form. A separate form must be used for each tow vehicle.]

☐ **CONSENT TOW VEHICLE** ☑ **NON CONSENT TOW VEHICLE**

Firm Bentonville Towing City Bentonville

Vehicle Year 2009 Make Chev Model 3500

VIN Number 1GBJK74699E139439 Commercial Tag Number

Type : ☑Wrecker ☐Hauler ☐Rollback **Gross Vehicle Weight Rating :** ☑Light ↓ 9,000-15,000 lbs. ☐Medium ↓ 15,001-33,000 lbs. ☐Heavy ↓ 33,001 + lbs.

Please write **Y-** Yes or **N** -No or **N/A** -Not Applicable for each safety item listed below.

STATE OF ARKANSAS TOWING AND RECOVERY PERMIT ISSUED BY SA 12222

- Y **Fire Extinguisher, ABC Type** of at least a nine (9) pound capacity. [Two 4.5 pound
- Y **Amber Flashing Lights** which are visible on a 360° rotation around the tow vehicle daylight for highway and/or right-of-way use when engaged in hooking, unhookin
- Y Ability to attach **Tail, Turn and Stop Lights** to the rear of the towed vehicle for visil
- Y **Safety Chains or Straps** to secure a vehicle to the tow vehicle.
- Y **Flares. Reflective Cones or Triangle Safety Signals** or other similar safety devices.
- Y **Shovel and Broom** for tow vehicles used in accident recovery.
- Y **Tow Business Name and Phone Number**, not less than **2" in size, permanently aff** side of the tow vehicle and visible from a distance of fifty (50) feet and displayed i
- N/A **Light and Air Brake Hook-Ups** required on equipment capable of towing semi-trucks and/or trailers.
- Y **Safety Straps** for wheel lift equipment as required by the equipment manufacturer.
- Y **Winch(s) on Tow Vehicles** used for recovery and/or hoisting and carrying a vehicle during transport shall have a minimum capacity of (L) 8,000 pounds and minimum cable size of 3/8" in diameter. Winch capacity and cable size shall increase proportionally with Gross Vehicle Weight Ratings.
- Y **Dual Rear Wheels** and rated at a minimum of 9,000 GVWR.[1]
- N/A **Trailer, Dolly or Other** separately hitched towing device to transport or facilitate the movement of vehicles on vehicles on public roadways.
- N/A **Medium Duty Tow Vehicle** (excluding rollbacks) equipped with an under-lift device rated at no less than 6,500 pounds at full extension.[2]
- N/A **Heavy Duty Tow Vehicle** with tandem rear axles equipped with an under-lift device rated at no less than 12,000 pounds at full extension.[2]
- Y **Three (3) Photographs** •Commercial license tag. • Entire driver's side of the tow vehicle. [For verification of tow vehicle type, take from a distance] • Passenger side of the tow vehicle

INSPECTION Date : 11/28/2022 Time : 935 (AM) PM Location : 904 SE 8th Street

Inspecting Officer [redacted] Badge Number : 950

Officer.Signatur [redacted] Agency Bentonville

Owner.Signa [redacted] Date 11/28/22

[1] Requirement waived for any truck where the safety permit application was filed 90 days after July 1, 1994.
[2] Requirement waived for any truck where the safety permit application was filed 90 days after June 27, 2006.
Minimum Requirements: Refer to Rule 7 of Rules & Regulations; ACA §27-50-1201 et seq.

VEHICLE REGISTRATION CERTIFICATE
STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
KEEP THIS DOCUMENT IN YOUR VEHICLE



VEHICLE IDENTIFICATION NUMBER
1GBJK74699E139439

LICENSE PLATE	LICENSE TYPE/USE	DECAL COLOR	EXPIRATION DATE	DECAL NO
B338961	BCLP TV	Y	12/31/2023	B338961

YEAR	MAKE	MODEL	BODY	COLOR	FUEL	CYL	Gross Weight	DISPLACEMENT	AXLES
2009	CHEV	SIL	4D	BLU	D	8	08000	0	0

OWNERS COUNTY
BENTON

DATE ISSUED
12/29/2022

TITLE NUMBER# 761013725275 ISSUING STATE: AR TITLE PRINT STATUS PRINT FROM BATCHMAIL

RENEWAL IDENTIFICATION NUMBER (RIN):
10424858

VERIFICATION CODE:
8782

OWNER(S)
GRIFFITH COMPANY LTD CO
32 WENTWORTH DR
BELLA VISTA AR 72715-6514

TITLE BRANDS

PURCHASED
Used Arkansas Non De

REGISTRATION FEE	REPLACEMENT FEE	VEH PURCHASE PRICE	LOCAL TAX(1) 0S
52.00	0.00	40000.00	25.00
CREDIT	TRANSFER FEE	PLUS EXT WARR	LOCAL TAX(2) 3S
0.00	0.00	0.00	50.00
ADDITIONAL FEES	TITLE FEE	LESS TRADE IN	LOCAL TAX(3)
0.00	10.00	0.00	0.00
PRO RATED FEES	LIEN FEE	TAXABLE PRICE	LOCAL TAX(4)
0.00	0.00	40000.00	0.00
SPECIAL FEE (1)	PENALTY	STATE TAX	TOTAL TAXES
0.00	0.00	2600.00	2675.00
SPECIAL FEE (2)	POSTAGE	STATE TAX PENALTY	TOTAL REG FEES
10.00	0.00	0.00	74.50
SPECIAL FEE (3)	TEMP TAG FEE	LOCAL TAX PENALTY	TOTAL PAID
2.50	0.00	0.00	2749.50

LIENHOLDER(S)

GRIFFITH COMPANY LTD CO
32 WENTWORTH DR
BELLA VISTA AR 72715-6514

OFF-TRAN-INFO
Title & Registration
12/29/2022 9:29:44 AM
Benton Co Central 04-01

2401 SW D Street Ste 3
(479)273-2724
ketam 2022-12-29

"Owner must sign in the space indicated on back of this certificate"

INSTRUCTIONS:
1) Remove decal by bending along dotted line.
2) Lift edge of decal and slow
3) See back side for instructic

INSURANCE IDENTIFICATION CARD

AR (STATE)

COMPANY NUMBER: 16871

COMPANY: OBSIDIAN SPECIALTY INSURANCE

[X] COMMERCIAL [ ] PERSONAL

POLICY NUMBER: TARP-CP-000000025-00

EFFECTIVE DATE: 3/21/2022 EXPIRATION DATE: 3/21/2023

YEAR: 2009 MAKE/MODEL: CHEV 3500

VEHICLE IDENTIFICATION NUMBER: 1GBJK74699E139439

AGENCY/COMPANY ISSUING CARD

AUSTIN INSURANCE
2109 Broadway
Paducah, KY 42001

INSURED

GRIFFITH COMPANY LTD. CO. DBA
BENTONVILLE TOWING
904 S.E. 8TH
BENTONVILLE, AR 72712

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

ACORD 50 (2007/02)

©ACORD CORPORATION 1983-2007. All rights reserved.

CERTIFICATE OF TITLE

STATE OF ARKANSAS

VEHICLE IDENTIFICATION NUMBER	YEAR	MAKE	MODEL	BODY TYPE
1FDUF5GT0MDA14682	2021	FORD	F550	CH

TITLE NUMBER	PREVIOUS TITLE NUMBER	PREV. TITLE STATE	ISSUE DATE	ODOMETER	UNLADEN WEIGHT
761013210663	MSO		08/12/2022	0	7452

MAILING ADDRESS

BENTONVILLE TOWING LLC
904 SE 8TH ST
BENTONVILLE AR 72712-6412

REMARKS

OD EXEMPT

OWNER

BENTONVILLE TOWING LLC
904 SE 8TH ST
BENTONVILLE AR 72712-6412

OWNER'S SIGNATURE (IF JOINT OWNERSHIP, BOTH MUST SIGN)
THIS TITLE MUST BE SIGNED UPON RECEIPT BY OWNERS

VEHICLE IDENTIFICATION NUMBER

TITLE NUMBER

The Department of Finance and Administration, State of Arkansas, hereby certifies that the applicant named hereon is duly registered as the owner of the vehicle described above. From the statements of the owner and the records on file with this department the hereon described vehicle is subject to the liens enumerated hereon.

In Witness Whereof, I have affixed my hand and seal.

[redacted]

14658906

SRO0401

VOID IF ALTERED

Federal and State law requires that you state the mileage in connection with the transfer or ownership.
Failure to complete or providing a false statement may result in fines and or imprisonment.

Title Assignment by Owner(s)

TITLE ASSIGNMENT BY OWNER AND

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address.

Buyer(s) Printed Name Griffin Company CTD. Co

Buyer(s) Printed Address

with warranty to be free of all encumbrances except as follows:

LIEN IN FAVOR OF

Address

DESCRIPTION OF VEHICLE TRADED IN (IF ANY)
VEHICLE IDENTIFICATION NUMBER

YEAR MAKE MODEL

Note to Seller: A copy of this title assignment, fully completed, is sufficient to use to claim a sales tax credit toward the purchase of another vehicle.

ODOMETER DISCLOSURE

I certify that to the best of my knowledge that the odometer reading provided in the box below is the actual mileage of the vehicle unless one of the following statements is checked:

Odometer Reading (no tenths)

☐ EXCEEDS MECHANICAL LIMITS. The mileage stated is in excess of the odometer's mechanical limits.

☐ WARNING – ODOMETER DISCREPANCY The odometer is not the actual mileage.

BILL OF SALE Date of Sale

Full Sales Price of this Vehicle $

Less Trade In $

Net Taxable Trade Difference $

Seller(s) Printed Name Bentonville Towing LLC

Seller(s) Printed Address

Seller(s) Signature Bentonville Towing by [redacted]

"I am aware of the above odometer certification made by the seller"

Buyer's Printed Name [redacted] Griffin

Buyer's Signature [redacted]

First Dealer Reassignment

TITLE ASSIGNMENT BY DEALER AND

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address.

Buyer(s) Printed Name

Buyer(s) Printed Address

with warranty to be free of all encumbrances except as follows:

LIEN IN FAVOR OF

Address

DESCRIPTION OF VEHICLE TRADED IN (IF ANY)
VEHICLE IDENTIFICATION NUMBER

YEAR MAKE MODEL

ODOMETER DISCLOSURE

I certify that to the best of my knowledge that the odometer reading provided in the box below is the actual mileage of the vehicle unless one of the following statements is checked:

Odometer Reading (no tenths)

☐ EXCEEDS MECHANICAL LIMITS. The mileage stated is in excess of the odometer's mechanical limits.

☐ WARNING – ODOMETER DISCREPANCY The odometer is not the actual mileage.

BILL OF SALE Date of Sale

Full Sales Price of this Vehicle $

Less Trade In $

Net Taxable Trade Difference $

Dealer's Printed Name

Dealer's License Number

Dealer's Signature

"I am aware of the above odometer certification made by the dealer"

Buyer's Printed Name

Buyer's Signature

Second Dealer Reassignment

TITLE ASSIGNMENT BY DEALER AND

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address.

Buyer(s) Printed Name

Buyer(s) Printed Address

with warranty to be free of all encumbrances except as follows:

LIEN IN FAVOR OF

Address

DESCRIPTION OF VEHICLE TRADED IN (IF ANY)
VEHICLE IDENTIFICATION NUMBER

YEAR MAKE MODEL

ODOMETER DISCLOSURE

I certify that to the best of my knowledge that the odometer reading provided in the box below is the actual mileage of the vehicle unless one of the following statements is checked:

Odometer Reading (no tenths)

☐ EXCEEDS MECHANICAL LIMITS. The mileage stated is in excess of the odometer's mechanical limits.

☐ WARNING – ODOMETER DISCREPANCY The odometer is not the actual mileage.

BILL OF SALE Date of Sale

Full Sales Price of this Vehicle $

Less Trade In $

Net Taxable Trade Difference $

Dealer's Printed Name

Dealer's License Number

Dealer's Signature

"I am aware of the above odometer certification made by the dealer"

Buyer's Printed Name

Buyer's Signature

State of Arkansas Towing & Recovery Board
7418 North Hills Boulevard • North Little Rock, Arkansas 72116 • Office 501/682-3801
FAX . 501/682-3589 • E.Mail artowing@arkansas.gov • Website www.artowing.org

Office Use Only
NO: 26443
Exp. Dec 23

TOW VEHICLE SAFETY EQUIPMENT INSPECTION FORM

[Any Arkansas certified law enforcement officer is authorized to examine the vehicle noted below and sign the inspection form. A separate form must be used for each tow vehicle.]

☐ **CONSENT TOW VEHICLE** ☑ **NON CONSENT TOW VEHICLE**

Firm Bentonville Towing City Bentonville

Vehicle Year 2021 Make Ford Model F550

VIN Number 1FDUF5GTOMDA14682 Commercial Tag Number

Type : ☐Wrecker ☐Hauler ☑Rollback **Gross Vehicle Weight Rating :** ☐Light ↓ 9,000-15,000 lbs. ☑Medium ↓ 15,001-33,000 lbs. ☐Heavy ↓ 33,001 + lbs.

Please write **Y-** Yes or **N** -No or **N/A** -Not Applicable for each safety item listed below.

Y **Fire Extinguisher, ABC Type** of at least a nine (9) pound capacity. [Two 4.5 pound ext
Y **Amber Flashing Lights** which are visible on a 360° rotation around the tow vehicle. Li daylight for highway and/or right-of-way use when engaged in hooking, unhooking o
Y Ability to attach **Tail, Turn and Stop Lights** to the rear of the towed vehicle for visibilit
Y **Safety Chains or Straps** to secure a vehicle to the tow vehicle.
Y **Flares. Reflective Cones or Triangle Safety Signals** or other similar safety devices.
Y **Shovel and Broom** for tow vehicles used in accident recovery.
Y **Tow Business Name and Phone Number,** not less than **2" in size, permanently affixe** side of the tow vehicle and visible from a distance of fifty (50) feet and displayed in a l
N/A **Light and Air Brake Hook-Ups** required on equipment capable of towing semi-trucks a
Y **Safety Straps** for wheel lift equipment as required by the equipment manufacturer.
Y **Winch(s) on Tow Vehicles** used for recovery and/or hoisting and carrying a vehicle during transport shall have a minimum capacity of (L) 8,000 pounds and minimum cable size of 3/8" in diameter. Winch capacity and cable size shall increase proportionally with Gross Vehicle Weight Ratings.
Y **Dual Rear Wheels** and rated at a minimum of 9,000 GVWR.[1]
N/A **Trailer, Dolly or Other** separately hitched towing device to transport or facilitate the movement of vehicles on vehicles on public roadways.
N/A **Medium Duty Tow Vehicle** (excluding rollbacks) equipped with an under-lift device rated at no less than 6,500 pounds at full extension.[2]
N/A **Heavy Duty Tow Vehicle** with tandem rear axles equipped with an under-lift device rated at no less than 12,000 pounds at full extension.[2]
Y **Three (3) Photographs** •Commercial license tag. • Entire driver's side of the tow vehicle. [For verification of tow vehicle type, take from a distance] • Passenger side of the tow vehicle

STATE OF ARKANSAS PERMIT ISSUED BY SC 12 22 22 TOWING AND RECOVERY

INSPECTION Date : 11/28/2022 Time : 1004 AM/PM Location : 904 SE 8th Street

Inspecting Officer : Ryan Simmons Badge Number : 950

Officer.Signature : [redacted] Agency 950

Owner.Signatur [redacted] Date 11/28/22

[1] Requirement waived for any truck where the safety permit application was filed 90 days after July 1, 1994.
[2] Requirement waived for any truck where the safety permit application was filed 90 days after June 27, 2006.
Minimum Requirements: Refer to Rule 7 of Rules & Regulations; ACA §27-50-1201 et seq.

VEHICLE REGISTRATION CERTIFICATE
STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
KEEP THIS DOCUMENT IN YOUR VEHICLE



VEHICLE IDENTIFICATION NUMBER
1FDUF5GT0MDA14682

LICENSE PLATE	LICENSE TYPE/USE	DECAL COLOR	EXPIRATION DATE	DECAL NO
B338960	BCLP TV	Y	12/31/2023	B338960

YEAR	MAKE	MODEL	BODY	COLOR	FUEL	CYL	Gross Weight	DISPLACEMENT	AXLES
2021	FORD	F55	CH	WHI	D	8	014000	0	0

OWNERS COUNTY
BENTON

DATE ISSUED
12/29/2022

TITLE NUMBER# 761013763372 ISSUING STATE: AR TITLE PRINT STATUS PRINT FROM BATCHMAIL

RENEWAL IDENTIFICATION NUMBER (RIN):
10410578

VERIFICATION CODE:
5842

OWNER(S):
GRIFFITH COMPANY LTD CO
32 WENTWORTH DR
BELLA VISTA AR 72715-6514

TITLE BRANDS

PURCHASED
Used Arkansas Non De

REGISTRATION FEE	REPLACEMENT FEE	VEH PURCHASE PRICE	LOCAL TAX(1) 0S
91.00	0.00	100000.00	25.00
CREDIT	TRANSFER FEE	PLUS EXT WARR	LOCAL TAX(2) 3S
0.00	0.00	0.00	50.00
ADDITIONAL FEES	TITLE FEE	LESS TRADE IN	LOCAL TAX(3)
0.00	10.00	0.00	0.00
PRO RATED FEES	LIEN FEE	TAXABLE PRICE	LOCAL TAX(4)
0.00	0.00	100000.00	0.00
SPECIAL FEE (1)	PENALTY	STATE TAX	TOTAL TAXES
0.00	0.00	6500.00	6575.00
SPECIAL FEE (2)	POSTAGE	STATE TAX PENALTY	TOTAL REG FEES
10.00	0.00	0.00	113.50
SPECIAL FEE (3)	TEMP TAG FEE	LOCAL TAX PENALTY	TOTAL PAID
2.50	0.00	0.00	6688.50

LIENHOLDER(S)

GRIFFITH COMPANY LTD CO
32 WENTWORTH DR
BELLA VISTA AR 72715-6514

OFF-TRAN-INFO
Title & Registration
12/29/2022 9:29:43 AM
Benton Co Central 04-01

2401 SW D Street Ste 3
(479)273-2724
kcham 2022-12-29

"Owner must sign in the space indicated on back of this certificate"

INSTRUCTIONS:
1) Remove decal by bend
along dotted line.
2) Lift edge of decal and s
3) See back side for instru

INSURANCE IDENTIFICATION CARD

AR (STATE)
COMPANY NUMBER

16871

COMPANY

OBSIDIAN SPECIALTY INSURANCE

[X] COMMERCIAL [ ] PERSONAL

POLICY NUMBER

TARP-CP-000000025-00

EFFECTIVE DATE 3/21/2022 EXPIRATION DATE 3/21/2023

YEAR MAKE/MODEL

2021 Ford F550

VEHICLE IDENTIFICATION NUMBER

1FDUF5GT0MDA14682

AGENCY/COMPANY ISSUING CARD

AUSTIN INSURANCE
2109 Broadway
Paducah, KY 42001

INSURED

GRIFFITH COMPANY LTD. CO. DBA
BENTONVILLE TOWING
904 S.E. 8TH
BENTONVILLE, AR 72712

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

ACORD 50(2007/02)

©ACORD CORPORATION 1983-2007. All rights reserved.

CERTIFICATE OF TITLE

STATE OF ARKANSAS

VEHICLE IDENTIFICATION NUMBER		YEAR	MAKE	MODEL	BODY TYPE
1FDKF38F1VEA52194		1997	FORD	F350	TK
TITLE NUMBER	**PREVIOUS TITLE NUMBER**	**PREV. TITLE STATE**	**ISSUE DATE**	**ODOMETER**	**UNLADEN WEIGHT**
761002433281	04010721954	AR	01/20/2015	0	10000

MAILING ADDRESS

BENTONVILLE TOWING
904 SE 8TH ST
BENTONVILLE, AR 72712-6412

REMARKS

OD EXEMPT

OWNER

BENTONVILLE TOWING
904 SE 8TH ST
BENTONVILLE, AR 72712-6412

OWNER'S SIGNATURE (IF JOINT OWNERSHIP, BOTH MUST SIGN)
THIS TITLE MUST BE SIGNED UPON RECEIPT BY OWNERS

The Department of Finance and Administration, State of Arkansas, hereby certifies that the applicant named hereon is duly registered as the owner of the vehicle described above. From the statements of the owner and the records on file with this department the hereon described vehicle is subject to the liens enumerated hereon.

In W[redacted]

COM[redacted]

SRO0401
07687392

VOID IF ALTERED

Federal and State law requires that you state the mileage in connection with the transfer of ownership.
Failure to complete or providing a false statement may result in fines and or imprisonment.

Title Assignment by Owner(s)

TITLE ASSIGNMENT BY OWNER AND

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address.

Buyer(s) Printed Name Griffin Company LTD 62

Buyer(s) Printed Address

with warranty to be free of all encumbrances except as follows:

LIEN IN FAVOR OF

Address

DESCRIPTION OF VEHICLE TRADED IN (IF ANY)
VEHICLE IDENTIFICATION NUMBER

YEAR MAKE MODEL

Note to Seller. A copy of this title assignment, fully completed, is sufficient to use to claim a sales tax credit toward the purchase of another vehicle.

ODOMETER DISCLOSURE

I certify that to the best of my knowledge that the odometer reading provided in the box below is the actual mileage of the vehicle unless one of the following statements is checked:

Odometer Reading (no tenths)

☐ EXCEEDS MECHANICAL LIMITS. The mileage stated is in excess of the odometer's mechanical limits.

☐ WARNING – ODOMETER DISCREPANCY The odometer is not the actual mileage.

BILL OF SALE Date of Sale

Full Sales Price of this Vehicle $

Less Trade In $

Net Taxable Trade Difference $

Seller(s) Printed Name Bentonville Towing LLC

Seller(s) Printed Address

Seller(s) Signature Bentonville Towing by [redacted]

"I am aware of the above odometer certification made by the seller"

Buyer's Printed Name Mark Austin Griffin

Buyer's Signature [redacted]

First Dealer Reassignment

TITLE ASSIGNMENT BY DEALER AND

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address.

Buyer(s) Printed Name

Buyer(s) Printed Address

with warranty to be free of all encumbrances except as follows:

LIEN IN FAVOR OF

Address

DESCRIPTION OF VEHICLE TRADED IN (IF ANY)
VEHICLE IDENTIFICATION NUMBER

YEAR MAKE MODEL

ODOMETER DISCLOSURE

I certify that to the best of my knowledge that the odometer reading provided in the box below is the actual mileage of the vehicle unless one of the following statements is checked:

Odometer Reading (no tenths)

☐ EXCEEDS MECHANICAL LIMITS. The mileage stated is in excess of the odometer's mechanical limits.

☐ WARNING – ODOMETER DISCREPANCY The odometer is not the actual mileage.

BILL OF SALE Date of Sale

Full Sales Price of this Vehicle $

Less Trade In $

Net Taxable Trade Difference $

Dealer's Printed Name

Dealer's License Number

Dealer's Signature

"I am aware of the above odometer certification made by the dealer"

Buyer's Printed Name

Buyer's Signature

Second Dealer Reassignment

TITLE ASSIGNMENT BY DEALER AND

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address.

Buyer(s) Printed Name

Buyer(s) Printed Address

with warranty to be free of all encumbrances except as follows:

LIEN IN FAVOR OF

Address

DESCRIPTION OF VEHICLE TRADED IN (IF ANY)
VEHICLE IDENTIFICATION NUMBER

YEAR MAKE MODEL

ODOMETER DISCLOSURE

I certify that to the best of my knowledge that the odometer reading provided in the box below is the actual mileage of the vehicle unless one of the following statements is checked:

Odometer Reading (no tenths)

☐ EXCEEDS MECHANICAL LIMITS. The mileage stated is in excess of the odometer's mechanical limits.

☐ WARNING – ODOMETER DISCREPANCY The odometer is not the actual mileage.

BILL OF SALE Date of Sale

Full Sales Price of this Vehicle $

Less Trade In $

Net Taxable Trade Difference $

Dealer's Printed Name

Dealer's License Number

Dealer's Signature

"I am aware of the above odometer certification made by the dealer"

Buyer's Printed Name

Buyer's Signature

State of Arkansas Towing & Recovery Board

7418 North Hills Boulevard • North Little Rock, Arkansas 72116 • Office 501/682-3801
FAX . 501/682-3589 • E.Mail artowing@arkansas.gov • Website www.artowing.org

Office Use Only
NO: 2L 439
Exp. Dec 23

TOW VEHICLE SAFETY EQUIPMENT INSPECTION FORM

[Any Arkansas certified law enforcement officer is authorized to examine the vehicle noted below and sign the inspection form. A separate form must be used for each tow vehicle.]

☐ **CONSENT TOW VEHICLE** ☑ **NON CONSENT TOW VEHICLE**

Firm Bentonville Towing City Bentonville

Vehicle Year 1997 Make Ford Model F350

VIN Number 1FDKF38F1VEA52194 Commercial Tag Number

Type : ☑Wrecker ☐Hauler ☐Rollback **Gross Vehicle Weight Rating :** ☑Light ↓ 9,000-15,000 lbs. ☐Medium ↓ 15,001-33,000 lbs. ☐Heavy ↓ 33,001 + lbs.

Please write **Y-** Yes or **N** -No or **N/A** -Not Applicable for each safety item listed below.

- Y **Fire Extinguisher, ABC Type** of at least a nine (9) pound capacity. [Two 4.5 pound e
- Y **Amber Flashing Lights** which are visible on a 360° rotation around the tow vehicle. daylight for highway and/or right-of-way use when engaged in hooking, unhooking
- Y Ability to attach **Tail, Turn and Stop Lights** to the rear of the towed vehicle for visib
- Y **Safety Chains or Straps** to secure a vehicle to the tow vehicle.
- Y **Flares. Reflective Cones or Triangle Safety Signals** or other similar safety devices.
- Y **Shovel and Broom** for tow vehicles used in accident recovery.
- Y **Tow Business Name and Phone Number**, not less than **2" in size, permanently affix** side of the tow vehicle and visible from a distance of fifty (50) feet and displayed in
- N/A **Light and Air Brake Hook-Ups** required on equipment capable of towing semi-trucks and/or trailers.
- Y **Safety Straps** for wheel lift equipment as required by the equipment manufacturer.
- Y **Winch(s) on Tow Vehicles** used for recovery and/or hoisting and carrying a vehicle during transport shall have a minimum capacity of (L) 8,000 pounds and minimum cable size of 3/8" in diameter. Winch capacity and cable size shall increase proportionally with Gross Vehicle Weight Ratings.
- Y **Dual Rear Wheels** and rated at a minimum of 9,000 GVWR.[1]
- N/A **Trailer, Dolly or Other** separately hitched towing device to transport or facilitate the movement of vehicles on vehicles on public roadways.
- N/A **Medium Duty Tow Vehicle** (excluding rollbacks) equipped with an under-lift device rated at no less than 6,500 pounds at full extension.[2]
- N/A **Heavy Duty Tow Vehicle** with tandem rear axles equipped with an under-lift device rated at no less than 12,000 pounds at full extension.[2]
- Y **Three (3) Photographs** •Commercial license tag. • Entire driver's side of the tow vehicle. [For verification of tow vehicle type, take from a distance] • Passenger side of the tow vehicle

STATE OF ARKANSAS PERMIT ISSUED BY 12222 TOWING AND RECOVERY

INSPECTION Date : 11/28/2022 Time : 904 AM/PM Location : 904 SE 8th Street

Inspecting Officer : Ryan Simmons Badge Number : 950

Officer.Signature [redacted] Agency 950

Owner.Signatu [redacted] Date 11/28/22

[1] Requirement waived for any truck where the safety permit application was filed 90 days after July 1, 1994.
[2] Requirement waived for any truck where the safety permit application was filed 90 days after June 27, 2006.
Minimum Requirements: Refer to Rule 7 of Rules & Regulations; ACA §27-50-1201 et seq.

VEHICLE REGISTRATION CERTIFICATE
STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
KEEP THIS DOCUMENT IN YOUR VEHICLE



VEHICLE IDENTIFICATION NUMBER
1FDKF38F1VEA52194

LICENSE PLATE	LICENSE TYPE/USE	DECAL COLOR	EXPIRATION DATE	DECAL NO
B338958	BCLP TV	Y	12/31/2023	B338958

YEAR	MAKE	MODEL	BODY	COLOR	FUEL	CYL	Gross Weight	DISPLACEMENT	AXLES
1997	FORD	F35	TT	WHI	D	0	08000	0	0

OWNERS COUNTY
BENTON

DATE ISSUED
12/29/2022

TITLE NUMBER# **761013729357** ISSUING STATE: **AR** TITLE PRINT STATUS **PRINT FROM BATCHMAIL**

RENEWAL IDENTIFICATION NUMBER (RIN):
10411158

VERIFICATION CODE:
6573

OWNER(S)
GRIFFITH COMPANY LTD CO
32 WENTWORTH DR
BELLA VISTA AR 72715-6514

TITLE BRANDS

PURCHASED
Used Arkansas Non De

REGISTRATION FEE	REPLACEMENT FEE	VEH PURCHASE PRICE	LOCAL TAX(1) 0S
52.00	0.00	10000.00	25.00
CREDIT	TRANSFER FEE	PLUS EXT WARR	LOCAL TAX(2) 3S
0.00	0.00	0.00	50.00
ADDITIONAL FEES	TITLE FEE	LESS TRADE IN	LOCAL TAX(3)
0.00	10.00	0.00	0.00
PRO RATED FEES	LIEN FEE	TAXABLE PRICE	LOCAL TAX(4)
0.00	0.00	10000.00	0.00
SPECIAL FEE (1)	PENALTY	STATE TAX	TOTAL TAXES
0.00	0.00	650.00	725.00
SPECIAL FEE (2)	POSTAGE	STATE TAX PENALTY	TOTAL REG FEES
10.00	0.00	0.00	74.50
SPECIAL FEE (3)	TEMP TAG FEE	LOCAL TAX PENALTY	TOTAL PAID
2.50	0.00	0.00	799.50

LIENHOLDER(S)

GRIFFITH COMPANY LTD CO
32 WENTWORTH DR
BELLA VISTA AR 72715-6514

OFF-TRAN-INFO
Title & Registration
12/29/2022 9:29:38 AM
Benton Co Central 04-01

2401 SW D Street Ste 3
(479)273-2724
kcfam 2022-12-29

INSTRUCTIONS:
1) Remove decal by bending
along dotted line.
2) Lift edge of decal and slo
3) See back side for instruct

"Owner must sign in the space indicated on back of this certificate"

INSURANCE IDENTIFICATION CARD

AR (STATE)
COMPANY NUMBER

COMPANY

[X] COMMERCIAL [ ] PERSONAL

16871 OBSIDIAN SPECIALTY INSURANCE
POLICY NUMBER

EFFECTIVE DATE EXPIRATION DATE

TARP-CP-000000025-00 3/21/2022 3/21/2023
YEAR MAKE/MODEL

VEHICLE IDENTIFICATION NUMBER

1997 FORD WRECKER 1FDKF38F1VEA52194
AGENCY/COMPANY ISSUING CARD

AUSTIN INSURANCE
2109 Broadway
Paducah, KY 42001
INSURED

GRIFFITH COMPANY LTD. CO. DBA
BENTONVILLE TOWING
904 S.E. 8TH
BENTONVILLE, AR 72712

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

ACORD50(2007/02)

©ACORD CORPORATION 1983-2007. All rights reserved.

CERTIFICATE OF TITLE

002-0015503-003

STATE OF ARKANSAS

VEHICLE IDENTIFICATION NUMBER	YEAR	MAKE	MODEL	BODY TYPE
1FDUF4HY8BEC48144	2011	FORD	F450	TT

TITLE NUMBER	PREVIOUS TITLE NUMBER	PREV. TITLE STATE	ISSUE DATE	ODOMETER	UNLADEN WEIGHT
761008714532	X1160620193	IL	05/09/2018	109409	7048

MAILING ADDRESS

SANTANDER BANK NA
3 HUNTINGTON QUAD STE 101N
MELVILLE, NY 11747-4623

REMARKS

OD ACTUAL

OWNER

BENTONVILLE TOWING LLC
904 SE 8TH ST
BENTONVILLE, AR 72712-6412

OWNER'S SIGNATURE (IF JOINT OWNERSHIP, BOTH MUST SIGN)
THIS TITLE MUST BE SIGNED UPON RECEIPT BY OWNERS

FIRST LIENHOLDER

SANTANDER BANK NA
3 HUNTINGTON QUAD STE 101N
MELVILLE, NY 11747-4623
DATE OF LIEN: 10/20/2017

FIRST RELEASE

INTEREST IN THE ABOVE DESCRIBED VEHICLE IS HEREBY RELEASED:

[redacted]
Name

Title Administrator 3/17/2025
Title Date

The Department of Finance and Administration, State of Arkansas, hereby certifies that the applicant named hereon is duly registered as the owner of the vehicle described above. From the statements of the owner and the records on file with this department the hereon described vehicle is subject to the liens enumerated hereon.

[redacted]

COMMISSIONER OF REVENUE

10642047
SRO0401

VOID IF ALTERED

Federal and State law requires that you state the mileage in connection with the transfer of ownership.
Failure to complete or providing a false statement may result in fines and or imprisonment.

Title Assignment by Owner(s)

TITLE ASSIGNMENT BY OWNER AND

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address.

Buyer(s) Printed Name Griffith Company LTD. Co.

Buyer(s) Printed Address

with warranty to be free of all encumbrances except as follows:

LIEN IN FAVOR OF

Address

DESCRIPTION OF VEHICLE TRADED IN (IF ANY)
VEHICLE IDENTIFICATION NUMBER

YEAR MAKE MODEL

Note to Seller. A copy of this title assignment, fully completed, is sufficient to use to claim a sales tax credit toward the purchase of another vehicle.

ODOMETER DISCLOSURE

I certify that to the best of my knowledge that the odometer reading provided in the box below is the actual mileage of the vehicle unless one of the following statements is checked:

Odometer Reading (no tenths)

☐ EXCEEDS MECHANICAL LIMITS. The mileage stated is in excess of the odometer's mechanical limits.

☐ WARNING – ODOMETER DISCREPANCY The odometer is not the actual mileage.

BILL OF SALE Date of Sale

Full Sales Price of this Vehicle $

Less Trade In $

Net Taxable Trade Difference $

Seller(s) Printed Name Bentonville Towing LLC

Seller(s) Printed Address

Seller(s) Signature x Bentonville Towing by [redacted]

"I am aware of the above odometer certification made by the seller"

Buyer's Printed Name Mark Alston Griffith

Buyer's Signature [redacted]

First Dealer Reassignment

TITLE ASSIGNMENT BY DEALER AND

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address.

Buyer(s) Printed Name

Buyer(s) Printed Address

with warranty to be free of all encumbrances except as follows:

LIEN IN FAVOR OF

Address

DESCRIPTION OF VEHICLE TRADED IN (IF ANY)
VEHICLE IDENTIFICATION NUMBER

YEAR MAKE MODEL

ODOMETER DISCLOSURE

I certify that to the best of my knowledge that the odometer reading provided in the box below is the actual mileage of the vehicle unless one of the following statements is checked:

Odometer Reading (no tenths)

☐ EXCEEDS MECHANICAL LIMITS. The mileage stated is in excess of the odometer's mechanical limits.

☐ WARNING – ODOMETER DISCREPANCY The odometer is not the actual mileage.

BILL OF SALE Date of Sale

Full Sales Price of this Vehicle $

Less Trade In $

Net Taxable Trade Difference $

Dealer's Printed Name

Dealer's License Number

Dealer's Signature

"I am aware of the above odometer certification made by the dealer"

Buyer's Printed Name

Buyer's Signature

Second Dealer Reassignment

TITLE ASSIGNMENT BY DEALER AND

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address.

Buyer(s) Printed Name

Buyer(s) Printed Address

with warranty to be free of all encumbrances except as follows:

LIEN IN FAVOR OF

Address

DESCRIPTION OF VEHICLE TRADED IN (IF ANY)
VEHICLE IDENTIFICATION NUMBER

YEAR MAKE MODEL

ODOMETER DISCLOSURE

I certify that to the best of my knowledge that the odometer reading provided in the box below is the actual mileage of the vehicle unless one of the following statements is checked:

Odometer Reading (no tenths)

☐ EXCEEDS MECHANICAL LIMITS. The mileage stated is in excess of the odometer's mechanical limits.

☐ WARNING – ODOMETER DISCREPANCY The odometer is not the actual mileage.

BILL OF SALE Date of Sale

Full Sales Price of this Vehicle $

Less Trade In $

Net Taxable Trade Difference $

Dealer's Printed Name

Dealer's License Number

Dealer's Signature

"I am aware of the above odometer certification made by the dealer"

Buyer's Printed Name

Buyer's Signature

State of Arkansas Towing & Recovery Board
7418 North Hills Boulevard • North Little Rock, Arkansas 72116 • Office 501/682-3801
FAX . 501/682-3589 • E.Mail artowing@arkansas.gov • Website www.artowing.org

Office Use Only
NO: 26440
Exp. Dec 23

TOW VEHICLE SAFETY EQUIPMENT INSPECTION FORM

[Any Arkansas certified law enforcement officer is authorized to examine the vehicle noted below and sign the inspection form. A separate form must be used for each tow vehicle.]

☐ **CONSENT TOW VEHICLE** ☑ **NON CONSENT TOW VEHICLE**

Firm Bentonville Towing City Bentonville

Vehicle Year 2011 Make Ford Model F450

VIN Number 1FDUF4HY8BEC48144 Commercial Tag Number

Type : ☑Wrecker ☐Hauler ☐Rollback **Gross Vehicle Weight Rating :** ☑Light ↓ 9,000-15,000 lbs. ☐Medium ↓ 15,001-33,000 lbs. ☐Heavy ↓ 33,001 + lbs.

Please write **Y-** Yes or **N** -No or **N/A** -Not Applicable for each safety item listed below.

STATE OF ARKANSAS TOWING AND RECOVERY PERMIT ISSUED BY SA 22222

- Y **Fire Extinguisher, ABC Type** of at least a nine (9) pound capacity. [Two 4.5 pound e
- Y **Amber Flashing Lights** which are visible on a 360° rotation around the tow vehicle. daylight for highway and/or right-of-way use when engaged in hooking, unhooking
- Y Ability to attach **Tail, Turn and Stop Lights** to the rear of the towed vehicle for visit
- Y **Safety Chains or Straps** to secure a vehicle to the tow vehicle.
- Y **Flares. Reflective Cones or Triangle Safety Signals** or other similar safety devices.
- Y **Shovel and Broom** for tow vehicles used in accident recovery.
- Y **Tow Business Name and Phone Number**, not less than **2" in size, permanently aff** side of the tow vehicle and visible from a distance of fifty (50) feet and displayed in a legible manner.
- N/A **Light and Air Brake Hook-Ups** required on equipment capable of towing semi-trucks and/or trailers.
- Y **Safety Straps** for wheel lift equipment as required by the equipment manufacturer.
- Y **Winch(s) on Tow Vehicles** used for recovery and/or hoisting and carrying a vehicle during transport shall have a minimum capacity of (L) 8,000 pounds and minimum cable size of 3/8" in diameter. Winch capacity and cable size shall increase proportionally with Gross Vehicle Weight Ratings.
- Y **Dual Rear Wheels** and rated at a minimum of 9,000 GVWR.[1]
- N/A **Trailer, Dolly or Other** separately hitched towing device to transport or facilitate the movement of vehicles on vehicles on public roadways.
- N/A **Medium Duty Tow Vehicle** (excluding rollbacks) equipped with an under-lift device rated at no less than 6,500 pounds at full extension.[2]
- N/A **Heavy Duty Tow Vehicle** with tandem rear axles equipped with an under-lift device rated at no less than 12,000 pounds at full extension.[2]
- Y **Three (3) Photographs** •Commercial license tag. • Entire driver's side of the tow vehicle. [For verification of tow vehicle type, take from a distance] • Passenger side of the tow vehicle

INSPECTION Date : 11/28/2022 Time : 920 AM/PM Location : 904 SE SE 8th Street

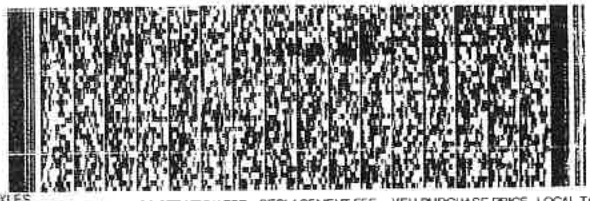
Inspecting Officer : Ryan Simmons Badge Number : 950

Officer.Signatur [redacted] Agency Bentonville Police

Owner.Signa [redacted] Date 11/28/22

[1] Requirement waived for any truck where the safety permit application was filed 90 days after July 1, 1994.
[2] Requirement waived for any truck where the safety permit application was filed 90 days after June 27, 2006.
Minimum Requirements: Refer to Rule 7 of Rules & Regulations; ACA §27-50-1201 et seq.

VEHICLE REGISTRATION CERTIFICATE
STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
KEEP THIS DOCUMENT IN YOUR VEHICLE



VEHICLE IDENTIFICATION NUMBER
1FDUF4HY8BEC48144

LICENSE PLATE	LICENSE TYPE/USE	DECAL COLOR	EXPIRATION DATE	DECAL NO
B338959	BCLP TV	Y	12/31/2023	B338959

YEAR	MAKE	MODEL	BODY	COLOR	FUEL	CYL	Gross Weight	DISPLACEMENT	AXLES
2011	FORD	F45	TT	RED	G	10	08000	0	0

OWNERS COUNTY: **BENTON**

DATE ISSUED: **12/29/2022**

TITLE NUMBER#: **761013763371** ISSUING STATE: **AR** TITLE PRINT STATUS: **PRINT FROM BATCHMAIL**

RENEWAL IDENTIFICATION NUMBER (RIN): **10410577**

VERIFICATION CODE: **7927**

OWNER(S):
GRIFFITH COMPANY LTD CO
32 WENTWORTH DR
BELLA VISTA AR 72715-6514

TITLE BRANDS

PURCHASED
Used Arkansas Non De

REGISTRATION FEE	REPLACEMENT FEE	VEH PURCHASE PRICE	LOCAL TAX(1) 0S
52.00	0.00	50000.00	25.00
CREDIT	TRANSFER FEE	PLUS EXT WARR	LOCAL TAX(2) 3S
0.00	0.00	0.00	50.00
ADDITIONAL FEES	TITLE FEE	LESS TRADE IN	LOCAL TAX(3)
0.00	10.00	0.00	0.00
PRO RATED FEES	LIEN FEE	TAXABLE PRICE	LOCAL TAX(4)
0.00	0.00	50000.00	0.00
SPECIAL FEE (1)	PENALTY	STATE TAX	TOTAL TAXES
0.00	0.00	3250.00	3325.00
SPECIAL FEE (2)	POSTAGE	STATE TAX PENALTY	TOTAL REG FEES
10.00	0.00	0.00	74.50
SPECIAL FEE (3)	TEMP TAG FEE	LOCAL TAX PENALTY	TOTAL PAID
2.50	0.00	0.00	3399.50

LIENHOLDER(S)

GRIFFITH COMPANY LTD CO
32 WENTWORTH DR
BELLA VISTA AR 72715-6514

OFF-TRAN-INFO
Title & Registration
12/29/2022 9:29:45 AM
Benton Co Central 04-01

2401 SW D Street Ste 3
(479)273-2724
kelam 2022-12-29

"Owner must sign in the space indicated on back of this certificate"

INSTRUCTIONS:
1) Remove decal by bending along dotted line.
2) Lift edge of decal and slow
3) See back side for instructic

INSURANCE IDENTIFICATION CARD

AR (STATE)

COMPANY NUMBER: 16871

COMPANY: OBSIDIAN SPECIALTY INSURANCE

[X] COMMERCIAL [ ] PERSONAL

POLICY NUMBER: TARP-CP-000000025-00

EFFECTIVE DATE: 3/21/2022 EXPIRATION DATE: 3/21/2023

YEAR: 2011 MAKE/MODEL: FORD F450

VEHICLE IDENTIFICATION NUMBER: 1FDUF4HY8BEC48144

AGENCY/COMPANY ISSUING CARD

AUSTIN INSURANCE
2109 Broadway
Paducah, KY 42001

INSURED

GRIFFITH COMPANY LTD. CO. DBA
BENTONVILLE TOWING
904 S.E. 8TH
BENTONVILLE, AR 72712

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

ACORD 50 (2007/02)

©ACORD CORPORATION 1983-2007. All rights reserved.

CERTIFICATE OF TITLE

STATE OF ARKANSAS

VEHICLE IDENTIFICATION NUMBER		YEAR	MAKE	MODEL	BODY TYPE
2NPNHD6X82M583362		2002	PTRB	330	CC
TITLE NUMBER	PREVIOUS TITLE NUMBER	PREV. TITLE STATE	ISSUE DATE	ODOMETER	UNLADEN WEIGHT
761001873887	04010341719	AR	01/21/2015	0	10000

MAILING ADDRESS

BENTONVILLE TOWING
904 SE 8TH ST
BENTONVILLE, AR 72712-6412

REMARKS

OD EXEMPT

OWNER

BENTONVILLE TOWING
904 SE 8TH ST
BENTONVILLE, AR 72712-6412

OWNER'S SIGNATURE (IF JOINT OWNERSHIP, BOTH MUST SIGN)
THIS TITLE MUST BE SIGNED UPON RECEIPT BY OWNERS

The Department of Finance and Administration, State of Arkansas, hereby certifies that the applicant named hereon is duly registered as the owner of the vehicle described above. From the statements of the owner and the records on file with this department the hereon described vehicle is subject to the liens enumerated hereon.

In Witness Whereof, I have affixed my hand and seal.

[redacted]

SRO0401
07688114

VOID IF ALTERED

Federal and State law requires that you state the mileage in connection with the transfer of ownership.
Failure to complete or providing a false statement may result in fines and or imprisonment.

Title Assignment by Owner(s)

TITLE ASSIGNMENT BY OWNER AND

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address.

Buyer(s) Printed Name Griffin Company Ltd. Co.

Buyer(s) Printed Address

with warranty to be free of all encumbrances except as follows:

LIEN IN FAVOR OF

Address

DESCRIPTION OF VEHICLE TRADED IN (IF ANY)
VEHICLE IDENTIFICATION NUMBER

YEAR MAKE MODEL

Note to Seller. A copy of this title assignment, fully completed, is sufficient to use to claim a sales tax credit toward the purchase of another vehicle.

ODOMETER DISCLOSURE

I certify that to the best of my knowledge that the odometer reading provided in the box below is the actual mileage of the vehicle unless one of the following statements is checked:

Odometer Reading (no tenths)

☐ EXCEEDS MECHANICAL LIMITS. The mileage stated is in excess of the odometer's mechanical limits.

☐ WARNING – ODOMETER DISCREPANCY The odometer is not the actual mileage.

BILL OF SALE Date of Sale

Full Sales Price of this Vehicle $

Less Trade In $

Net Taxable Trade Difference $

Seller(s) Printed Name Bentonville Towing LLC

Seller(s) Printed Address

Seller(s) Signature Bentonville Towing by [redacted]

"I am aware of the above odometer certification made by the seller"

Buyer's Printed Name Mark Griffin

Buyer's Signature [redacted]

First Dealer Reassignment

TITLE ASSIGNMENT BY DEALER AND

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address.

Buyer(s) Printed Name

Buyer(s) Printed Address

with warranty to be free of all encumbrances except as follows:

LIEN IN FAVOR OF

Address

DESCRIPTION OF VEHICLE TRADED IN (IF ANY)
VEHICLE IDENTIFICATION NUMBER

YEAR MAKE MODEL

ODOMETER DISCLOSURE

I certify that to the best of my knowledge that the odometer reading provided in the box below is the actual mileage of the vehicle unless one of the following statements is checked:

Odometer Reading (no tenths)

☐ EXCEEDS MECHANICAL LIMITS. The mileage stated is in excess of the odometer's mechanical limits.

☐ WARNING – ODOMETER DISCREPANCY The odometer is not the actual mileage.

BILL OF SALE Date of Sale

Full Sales Price of this Vehicle $

Less Trade In $

Net Taxable Trade Difference $

Dealer's Printed Name

Dealer's License Number

Dealer's Signature

"I am aware of the above odometer certification made by the dealer"

Buyer's Printed Name

Buyer's Signature

Second Dealer Reassignment

TITLE ASSIGNMENT BY DEALER AND

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address.

Buyer(s) Printed Name

Buyer(s) Printed Address

with warranty to be free of all encumbrances except as follows:

LIEN IN FAVOR OF

Address

DESCRIPTION OF VEHICLE TRADED IN (IF ANY)
VEHICLE IDENTIFICATION NUMBER

YEAR MAKE MODEL

ODOMETER DISCLOSURE

I certify that to the best of my knowledge that the odometer reading provided in the box below is the actual mileage of the vehicle unless one of the following statements is checked:

Odometer Reading (no tenths)

☐ EXCEEDS MECHANICAL LIMITS. The mileage stated is in excess of the odometer's mechanical limits.

☐ WARNING – ODOMETER DISCREPANCY The odometer is not the actual mileage.

BILL OF SALE Date of Sale

Full Sales Price of this Vehicle $

Less Trade In $

Net Taxable Trade Difference $

Dealer's Printed Name

Dealer's License Number

Dealer's Signature

"I am aware of the above odometer certification made by the dealer"

Buyer's Printed Name

Buyer's Signature

State of Arkansas Towing & Recovery Board
7418 North Hills Boulevard • North Little Rock, Arkansas 72116 • Office 501/682-3801
FAX . 501/682-3589 • E.Mail artowing@arkansas.gov • Website www.artowing.org

Office Use Only
NO: 24437
Exp. Dec 23

TOW VEHICLE SAFETY EQUIPMENT INSPECTION FORM

[Any Arkansas certified law enforcement officer is authorized to examine the vehicle noted below and sign the inspection form. A separate form must be used for each tow vehicle.]

☐ **CONSENT TOW VEHICLE** ☑ **NON CONSENT TOW VEHICLE**

Firm Bentonville Towing City Bentonville

Vehicle Year 2002 Make Peterbilt Model PB330

VIN Number 2NPNHD6X82M583362 Commercial Tag Number _____

Type : ☐Wrecker ☐Hauler ☑Rollback **Gross Vehicle Weight Rating :** ☐Light ↓ 9,000-15,000 lbs. ☑Medium ↓ 15,001-33,000 lbs. ☐Heavy ↓ 33,001 + lbs.

Please write **Y-** Yes or **N** -No or **N/A** -Not Applicable for each safety item listed below.

- Y **Fire Extinguisher, ABC Type** of at least a nine (9) pound capacity. [Two 4.5 pound ex
- Y **Amber Flashing Lights** which are visible on a 360° rotation around the tow vehicle. Li daylight for highway and/or right-of-way use when engaged in hooking, unhooking o
- Y Ability to attach **Tail, Turn and Stop Lights** to the rear of the towed vehicle for visibili
- Y **Safety Chains or Straps** to secure a vehicle to the tow vehicle.
- Y **Flares. Reflective Cones or Triangle Safety Signals** or other similar safety devices.
- Y **Shovel and Broom** for tow vehicles used in accident recovery.
- Y **Tow Business Name and Phone Number**, not less than **2" in size, permanently affixed** side of the tow vehicle and visible from a distance of fifty (50) feet and displayed in a l
- N/A **Light and Air Brake Hook-Ups** required on equipment capable of towing semi-trucks a.../or trailers.
- Y **Safety Straps** for wheel lift equipment as required by the equipment manufacturer.
- Y **Winch(s) on Tow Vehicles** used for recovery and/or hoisting and carrying a vehicle during transport shall have a minimum capacity of (L) 8,000 pounds and minimum cable size of 3/8" in diameter. Winch capacity and cable size shall increase proportionally with Gross Vehicle Weight Ratings.
- Y **Dual Rear Wheels** and rated at a minimum of 9,000 GVWR.[1]
- N/A **Trailer, Dolly or Other** separately hitched towing device to transport or facilitate the movement of vehicles on vehicles on public roadways.
- N/A **Medium Duty Tow Vehicle** (excluding rollbacks) equipped with an under-lift device rated at no less than 6,500 pounds at full extension.[2]
- N/A **Heavy Duty Tow Vehicle** with tandem rear axles equipped with an under-lift device rated at no less than 12,000 pounds at full extension.[2]
- Y **Three (3) Photographs** •Commercial license tag. • Entire driver's side of the tow vehicle. [For verification of tow vehicle type, take from a distance] • Passenger side of the tow vehicle

STATE OF ARKANSAS TOWING AND RECOVERY PERMIT ISSUED BY SA 12222

INSPECTION Date : 11/28/2022 Time : 805 AM/PM Location : 904 SE 8th Street

Inspecting Officer : Ryan Simmons Badge Number : 950

Officer.Signatur[redacted] Agency Bentonville Police

Owner.Signat[redacted] Date 11/28/22

[1] Requirement waived for any truck where the safety permit application was filed 90 days after July 1, 1994.
[2] Requirement waived for any truck where the safety permit application was filed 90 days after June 27, 2006.
Minimum Requirements: Refer to Rule 7 of Rules & Regulations; ACA §27-50-1201 et seq.

VEHICLE REGISTRATION CERTIFICATE
STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
KEEP THIS DOCUMENT IN YOUR VEHICLE



VEHICLE IDENTIFICATION NUMBER
2NPNHD6X82M583362

LICENSE PLATE	LICENSE TYPE/USE	DECAL COLOR	EXPIRATION DATE	DECAL NO
B339213	BCLP TV	Y	12/31/2023	B339213

YEAR	MAKE	MODEL	BODY	COLOR	FUEL	CYL	Gross Weight	DISPLACEMENT	AXLES
2002	PTRB	330	TT	WHI	D	6	015000	0	0

OWNERS COUNTY: BENTON

DATE ISSUED: 12/29/2022

TITLE NUMBER# 761013744879 ISSUING STATE: AR TITLE PRINT STATUS **PRINT FROM BATCHMAIL**

RENEWAL IDENTIFICATION NUMBER (RIN): 10406385

VERIFICATION CODE: 6838

OWNER(S):
GRIFFITH COMPANY LTD CO
32 WENTWORTH DR
BELLA VISTA AR 72715-6514

TITLE BRANDS

PURCHASED
Used Arkansas Non De

REGISTRATION FEE	REPLACEMENT FEE	VEH PURCHASE PRICE	LOCAL TAX(1) 0S
98.00	0.00	25000.00	25.00
CREDIT	TRANSFER FEE	PLUS EXT WARR	LOCAL TAX(2) 3S
0.00	0.00	0.00	50.00
ADDITIONAL FEES	TITLE FEE	LESS TRADE IN	LOCAL TAX(3)
0.00	10.00	0.00	0.00
PRO RATED FEES	LIEN FEE	TAXABLE PRICE	LOCAL TAX(4)
0.00	0.00	25000.00	0.00
SPECIAL FEE (1)	PENALTY	STATE TAX	TOTAL TAXES
0.00	0.00	1625.00	1700.00
SPECIAL FEE (2)	POSTAGE	STATE TAX PENALTY	TOTAL REG FEES
10.00	0.00	0.00	120.50
SPECIAL FEE (3)	TEMP TAG FEE	LOCAL TAX PENALTY	TOTAL PAID
2.50	0.00	0.00	1820.50

LIENHOLDER(S)

GRIFFITH COMPANY LTD CO
32 WENTWORTH DR
BELLA VISTA AR 72715-6514

"Owner must sign in the space indicated on back of this certificate"

OFF-TRAN-INFO
Title & Registration
12/29/2022 9:29:35 AM
Benton Co Central 04-01

2401 SW D Street Ste 3
(479)273-2724
kelam 2022-12-29

INSTRUCTIONS:
1) Remove decal by bending along dotted line.
2) Lift edge of decal and slow
3) See back side for instructio

INSURANCE IDENTIFICATION CARD

AR (STATE)

COMPANY NUMBER: 16871

COMPANY: OBSIDIAN SPECIALTY INSURANCE

[X] COMMERCIAL [ ] PERSONAL

POLICY NUMBER: TARP-CP-000000025-00

EFFECTIVE DATE: 3/21/2022

EXPIRATION DATE: 3/21/2023

YEAR: 2002

MAKE/MODEL: PETE ROLLBACK

VEHICLE IDENTIFICATION NUMBER: 2NPNHD6X82M583362

AGENCY/COMPANY ISSUING CARD

AUSTIN INSURANCE
2109 Broadway
Paducah, KY 42001

INSURED

GRIFFITH COMPANY LTD. CO. DBA
BENTONVILLE TOWING
904 S.E. 8TH
BENTONVILLE, AR 72712

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

ACORD 50 (2006/02)

© ACORD CORPORATION 1983-2007. All rights reserved.

CERTIFICATE OF TITLE

STATE OF ARKANSAS

VEHICLE IDENTIFICATION NUMBER		YEAR	MAKE	MODEL	BODY TYPE
3HAMMAAL4CL555766		2012	INTL	430	CC
TITLE NUMBER	**PREVIOUS TITLE NUMBER**	**PREV. TITLE STATE**	**ISSUE DATE**	**ODOMETER**	**UNLADEN WEIGHT**
761002382221	04011220255	AR	01/20/2015	0	10638

MAILING ADDRESS

SANTANDER BANK NA
3 HUNTINGTON QUAD STE 101N
MELVILLE, NY 11747-4623

REMARKS

OD EXEMPT

OWNER

BENTONVILLE TOWING LLC
904 SE 8TH ST
BENTONVILLE, AR 72712-6412

OWNER'S SIGNATURE (IF JOINT OWNERSHIP, BOTH MUST SIGN)
THIS TITLE MUST BE SIGNED UPON RECEIPT BY OWNERS

FIRST LIENHOLDER

SANTANDER BANK NA
3 HUNTINGTON QUAD STE 101N
MELVILLE, NY 11747-4623

DATE OF LIEN: 4/21/2012

FIRST RELEASE

[redacted] IBED VEHICLE IS HEREBY RELEASED:

Admin — Title
5/18/18 — Date

Santander Bank N A Paid in Full

The Department of Finance and Administration, State of Arkansas, hereby certifies that the applicant named hereon is duly registered as the owner of the vehicle described above. From the statements of the owner and the records on file with this department the hereon described vehicle is subject to the liens enumerated hereon.

In W[redacted]

COM

SRO0401
07686149

VOID IF ALTERED

Federal and State law requires that you state the mileage in connection with the transfer of ownership.
Failure to complete or providing a false statement may result in fines and or imprisonment.

Title Assignment by Owner(s)

TITLE ASSIGNMENT BY OWNER AND

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address.

Buyer(s) Printed Name Griffith Company LTD Co

Buyer(s) Printed Address

with warranty to be free of all encumbrances except as follows:

LIEN IN FAVOR OF

Address

DESCRIPTION OF VEHICLE TRADED IN (IF ANY)
VEHICLE IDENTIFICATION NUMBER

YEAR MAKE MODEL

Note to Seller. A copy of this title assignment, fully completed, is sufficient to use to claim a sales tax credit toward the purchase of another vehicle.

ODOMETER DISCLOSURE

I certify that to the best of my knowledge that the odometer reading provided in the box below is the actual mileage of the vehicle unless one of the following statements is checked:

Odometer Reading (no tenths)

☐ EXCEEDS MECHANICAL LIMITS. The mileage stated is in excess of the odometer's mechanical limits.

☐ WARNING – ODOMETER DISCREPANCY The odometer is not the actual mileage.

BILL OF SALE Date of Sale

Full Sales Price of this Vehicle $

Less Trade In $

Net Taxable Trade Difference $

Seller(s) Printed Name Bentonville Towing LLC

Seller(s) Printed Address

Seller(s) Signature x Bentonville Towing by [redacted]

"I am aware of the above odometer certification made by the seller"

Buyer's Printed Name Mark Austin Griffith

Buyer's Signature [redacted]

First Dealer Reassignment

TITLE ASSIGNMENT BY DEALER AND

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address.

Buyer(s) Printed Name

Buyer(s) Printed Address

with warranty to be free of all encumbrances except as follows:

LIEN IN FAVOR OF

Address

DESCRIPTION OF VEHICLE TRADED IN (IF ANY)
VEHICLE IDENTIFICATION NUMBER

YEAR MAKE MODEL

ODOMETER DISCLOSURE

I certify that to the best of my knowledge that the odometer reading provided in the box below is the actual mileage of the vehicle unless one of the following statements is checked:

Odometer Reading (no tenths)

☐ EXCEEDS MECHANICAL LIMITS. The mileage stated is in excess of the odometer's mechanical limits.

☐ WARNING – ODOMETER DISCREPANCY The odometer is not the actual mileage.

BILL OF SALE Date of Sale

Full Sales Price of this Vehicle $

Less Trade In $

Net Taxable Trade Difference $

Dealer's Printed Name

Dealer's License Number

Dealer's Signature

"I am aware of the above odometer certification made by the dealer"

Buyer's Printed Name

Buyer's Signature

Second Dealer Reassignment

TITLE ASSIGNMENT BY DEALER AND

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address.

Buyer(s) Printed Name

Buyer(s) Printed Address

with warranty to be free of all encumbrances except as follows:

LIEN IN FAVOR OF

Address

DESCRIPTION OF VEHICLE TRADED IN (IF ANY)
VEHICLE IDENTIFICATION NUMBER

YEAR MAKE MODEL

ODOMETER DISCLOSURE

I certify that to the best of my knowledge that the odometer reading provided in the box below is the actual mileage of the vehicle unless one of the following statements is checked:

Odometer Reading (no tenths)

☐ EXCEEDS MECHANICAL LIMITS. The mileage stated is in excess of the odometer's mechanical limits.

☐ WARNING – ODOMETER DISCREPANCY The odometer is not the actual mileage.

BILL OF SALE Date of Sale

Full Sales Price of this Vehicle $

Less Trade In $

Net Taxable Trade Difference $

Dealer's Printed Name

Dealer's License Number

Dealer's Signature

"I am aware of the above odometer certification made by the dealer"

Buyer's Printed Name

Buyer's Signature

State of Arkansas Towing & Recovery Board
7418 North Hills Boulevard • North Little Rock, Arkansas 72116 • Office 501/682-3801
FAX . 501/682-3589 • E.Mail artowing@arkansas.gov • Website www.artowing.org

Office Use Only
NO: 26438
Exp. Dec 23

TOW VEHICLE SAFETY EQUIPMENT INSPECTION FORM

[Any Arkansas certified law enforcement officer is authorized to examine the vehicle noted below and sign the inspection form. A separate form must be used for each tow vehicle.]

☐ **CONSENT TOW VEHICLE** ☑ **NON CONSENT TOW VEHICLE**

Firm Bentonville Towing City Bentonville

Vehicle Year 2012 Make International Model 4300

VIN Number 3HAMMAAL4CL5557666 Commercial Tag Number

Type : ☐Wrecker ☐Hauler ☑Rollback **Gross Vehicle Weight Rating :** ☐Light ↓ 9,000-15,000 lbs. ☑Medium ↓ 15,001-33,000 lbs. ☐Heavy ↓ 33,001 + lbs.

Please write **Y-** Yes or **N** -No or **N/A** -Not Applicable for each safety item listed below.

STATE OF ARKANSAS PERMIT ISSUED BY 2 2222 TOWING AND RECOVERY

- Y **Fire Extinguisher, ABC Type** of at least a nine (9) pound capacity. [Two 4.5 pound e
- Y **Amber Flashing Lights** which are visible on a 360° rotation around the tow vehicle. daylight for highway and/or right-of-way use when engaged in hooking, unhooking
- Y Ability to attach **Tail, Turn and Stop Lights** to the rear of the towed vehicle for visib
- Y **Safety Chains or Straps** to secure a vehicle to the tow vehicle.
- Y **Flares. Reflective Cones or Triangle Safety Signals** or other similar safety devices.
- Y **Shovel and Broom** for tow vehicles used in accident recovery.
- Y **Tow Business Name and Phone Number**, not less than **2" in size, permanently affi** side of the tow vehicle and visible from a distance of fifty (50) feet and displayed ir
- N/A **Light and Air Brake Hook-Ups** required on equipment capable of towing semi-trucks and/or trailers.
- Y **Safety Straps** for wheel lift equipment as required by the equipment manufacturer.
- Y **Winch(s) on Tow Vehicles** used for recovery and/or hoisting and carrying a vehicle during transport shall have a minimum capacity of (L) 8,000 pounds and minimum cable size of 3/8" in diameter. Winch capacity and cable size shall increase proportionally with Gross Vehicle Weight Ratings.
- Y **Dual Rear Wheels** and rated at a minimum of 9,000 GVWR.[1]
- N/A **Trailer, Dolly or Other** separately hitched towing device to transport or facilitate the movement of vehicles on vehicles on public roadways.
- N/A **Medium Duty Tow Vehicle** (excluding rollbacks) equipped with an under-lift device rated at no less than 6,500 pounds at full extension.[2]
- N/A **Heavy Duty Tow Vehicle** with tandem rear axles equipped with an under-lift device rated at no less than 12,000 pounds at full extension.[2]
- Y **Three (3) Photographs** •Commercial license tag. • Entire driver's side of the tow vehicle. [For verification of tow vehicle type, take from a distance] • Passenger side of the tow vehicle

INSPECTION Date : 11/28/2022 Time : 830 (AM)/PM Location : 904 SE 8th Street

Inspecting Officer : Ryan Simmons Badge Number : 950

Officer.Signature [redacted] Agency Bentonville Police

Owner.Signat[redacted] Date 11/28/22

[1] Requirement waived for any truck where the safety permit application was filed 90 days after July 1, 1994.
[2] Requirement waived for any truck where the safety permit application was filed 90 days after June 27, 2006.
Minimum Requirements: Refer to Rule 7 of Rules & Regulations; ACA §27-50-1201 et seq.

VEHICLE REGISTRATION CERTIFICATE
STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
KEEP THIS DOCUMENT IN YOUR VEHICLE



VEHICLE IDENTIFICATION NUMBER
3HAMMAAL4CL555766

LICENSE PLATE	LICENSE TYPE/USE	DECAL COLOR	EXPIRATION DATE	DECAL NO
B338962	BCLP TV	Y	12/31/2023	B338962

YEAR	MAKE	MODEL	BODY	COLOR	FUEL	CYL	Gross Weight	DISPLACEMENT	AXLES
2012	INTL	430	TT	WHI	D	6	016000	0	0

OWNERS COUNTY
BENTON

DATE ISSUED
12/29/2022

TITLE NUMBER# **761013716110** ISSUING STATE: **AR** TITLE PRINT STATUS **PRINT FROM BATCHMAIL**

RENEWAL IDENTIFICATION NUMBER (RIN):
10424169

VERIFICATION CODE:
3849

OWNER(S)
GRIFFITH COMPANY LTD CO
32 WENTWORTH DR
BELLA VISTA AR 72715-6514

TITLE BRANDS

PURCHASED
Used Arkansas Non De

REGISTRATION FEE	REPLACEMENT FEE	VEH PURCHASE PRICE	LOCAL TAX(1) 0S
104.00	0.00	40000.00	25.00
CREDIT	TRANSFER FEE	PLUS EXT WARR	LOCAL TAX(2) 3S
0.00	0.00	0.00	50.00
ADDITIONAL FEES	TITLE FEE	LESS TRADE IN	LOCAL TAX(3)
0.00	10.00	0.00	0.00
PRO RATED FEES	LIEN FEE	TAXABLE PRICE	LOCAL TAX(4)
0.00	0.00	40000.00	0.00
SPECIAL FEE (1)	PENALTY	STATE TAX	TOTAL TAXES
0.00	0.00	2600.00	2675.00
SPECIAL FEE (2)	POSTAGE	STATE TAX PENALTY	TOTAL REG FEES
10.00	0.00	0.00	126.50
SPECIAL FEE (3)	TEMP TAG FEE	LOCAL TAX PENALTY	TOTAL PAID
2.50	0.00	0.00	2801.50

LIENHOLDER(S)

GRIFFITH COMPANY LTD CO
32 WENTWORTH DR
BELLA VISTA AR 72715-6514

OFF-TRAN-INFO
Title & Registration
12/29/2022 9:29:34 AM
Benton Co Central 04-01

2401 SW D Street Ste 3
(479)273-2724
kelam 2022-12-29

INSTRUCTIONS:
1) Remove decal by bendin
along dotted line.
2) Lift edge of decal and slo
3) See back side for instruct

"Owner must sign in the space indicated on back of this certificate"

INSURANCE IDENTIFICATION CARD

AR (STATE)

COMPANY NUMBER: 16871

COMPANY: OBSIDIAN SPECIALTY INSURANCE

[X] COMMERCIAL [ ] PERSONAL

POLICY NUMBER: TARP-CP-000000025-00

EFFECTIVE DATE: 3/21/2022

EXPIRATION DATE: 3/21/2023

YEAR: 2012

MAKE/MODEL: INTERNATIONAL ROLLBACK

VEHICLE IDENTIFICATION NUMBER: 3HAMMAAL4CL555766

AGENCY/COMPANY ISSUING CARD

AUSTIN INSURANCE
2109 Broadway
Paducah, KY 42001

INSURED

GRIFFITH COMPANY LTD. CO. DBA
BENTONVILLE TOWING
904 S.E. 8TH
BENTONVILLE, AR 72712

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

ACORD 50 (2007/02)

©ACORD CORPORATION 1983-2007. All rights reserved.

CERTIFICATE OF TITLE

STATE OF ARKANSAS

VEHICLE IDENTIFICATION NUMBER		YEAR	MAKE	MODEL	BODY TYPE
1FDUF5GT2CEC73831		2012	FORD	F5D	CB
TITLE NUMBER	**PREVIOUS TITLE NUMBER**	**PREV. TITLE STATE**	**ISSUE DATE**	**ODOMETER**	**UNLADEN WEIGHT**
761002449035	04011328558	AR	01/20/2015	0	7529

MAILING ADDRESS

SANTANDER BANK NA
3 HUNTINGTON QUAD STE 101N
MELVILLE, NY 11747-4623

REMARKS

OD EXEMPT

OWNER

BENTONVILLE TOWING LLC
904 SE 8TH ST
BENTONVILLE, AR 72712-6412

OWNER'S SIGNATURE (IF JOINT OWNERSHIP, BOTH MUST SIGN)
THIS TITLE MUST BE SIGNED UPON RECEIPT BY OWNERS

Santander Bank N A Paid in Full

FIRST LIENHOLDER	FIRST RELEASE
SANTANDER BANK NA 3 HUNTINGTON QUAD STE 101N MELVILLE, NY 11747-4623 DATE OF LIEN: 7/12/2013	INTEREST IN THE ABOVE DESCRIBED VEHICLE IS HEREBY RELEASED: [redacted] Admin 1-27-17 Title Date

The Department of Finance and Administration, State of Arkansas, hereby certifies that the applicant named hereon is duly registered as the owner of the vehicle described above. From the statements of the owner and the records on file with this department the hereon described vehicle is subject to the liens enumerated hereon.

In Witness Whereof, I have affixed my hand and seal

[redacted]

COMM

SRO0401
07681385

VOID IF ALTERED

Federal and State law requires that you state the mileage in connection with the transfer of ownership.
Failure to complete or providing a false statement may result in fines and or imprisonment.

Title Assignment by Owner(s)

TITLE ASSIGNMENT BY OWNER AND

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address.

Buyer(s) Printed Name Griffith Company LTD Co.

Buyer(s) Printed Address

with warranty to be free of all encumbrances except as follows:

LIEN IN FAVOR OF

Address

DESCRIPTION OF VEHICLE TRADED IN (IF ANY)
VEHICLE IDENTIFICATION NUMBER

YEAR MAKE MODEL

Note to Seller. A copy of this title assignment, fully completed, is sufficient to use to claim a sales tax credit toward the purchase of another vehicle.

ODOMETER DISCLOSURE

I certify that to the best of my knowledge that the odometer reading provided in the box below is the actual mileage of the vehicle unless one of the following statements is checked:

Odometer Reading (no tenths)

☐ EXCEEDS MECHANICAL LIMITS. The mileage stated is in excess of the odometer's mechanical limits.

☐ WARNING – ODOMETER DISCREPANCY The odometer is not the actual mileage.

BILL OF SALE Date of Sale

Full Sales Price of this Vehicle $

Less Trade In $

Net Taxable Trade Difference $

Seller(s) Printed Name Bentonville Towing Inc

Seller(s) Printed Address

Seller(s) Signature Bentonville Towing by [redacted]

"I am aware of the above odometer certification made by the seller"

Buyer's Printed Name Mark Austin Griffith

Buyer's Signature [redacted]

First Dealer Reassignment

TITLE ASSIGNMENT BY DEALER AND

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address.

Buyer(s) Printed Name

Buyer(s) Printed Address

with warranty to be free of all encumbrances except as follows:

LIEN IN FAVOR OF

Address

DESCRIPTION OF VEHICLE TRADED IN (IF ANY)
VEHICLE IDENTIFICATION NUMBER

YEAR MAKE MODEL

ODOMETER DISCLOSURE

I certify that to the best of my knowledge that the odometer reading provided in the box below is the actual mileage of the vehicle unless one of the following statements is checked:

Odometer Reading (no tenths)

☐ EXCEEDS MECHANICAL LIMITS. The mileage stated is in excess of the odometer's mechanical limits.

☐ WARNING – ODOMETER DISCREPANCY The odometer is not the actual mileage.

BILL OF SALE Date of Sale

Full Sales Price of this Vehicle $

Less Trade In $

Net Taxable Trade Difference $

Dealer's Printed Name

Dealer's License Number

Dealer's Signature

"I am aware of the above odometer certification made by the dealer"

Buyer's Printed Name

Buyer's Signature

Second Dealer Reassignment

TITLE ASSIGNMENT BY DEALER AND

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address.

Buyer(s) Printed Name

Buyer(s) Printed Address

with warranty to be free of all encumbrances except as follows:

LIEN IN FAVOR OF

Address

DESCRIPTION OF VEHICLE TRADED IN (IF ANY)
VEHICLE IDENTIFICATION NUMBER

YEAR MAKE MODEL

ODOMETER DISCLOSURE

I certify that to the best of my knowledge that the odometer reading provided in the box below is the actual mileage of the vehicle unless one of the following statements is checked:

Odometer Reading (no tenths)

☐ EXCEEDS MECHANICAL LIMITS. The mileage stated is in excess of the odometer's mechanical limits.

☐ WARNING – ODOMETER DISCREPANCY The odometer is not the actual mileage.

BILL OF SALE Date of Sale

Full Sales Price of this Vehicle $

Less Trade In $

Net Taxable Trade Difference $

Dealer's Printed Name

Dealer's License Number

Dealer's Signature

"I am aware of the above odometer certification made by the dealer"

Buyer's Printed Name

Buyer's Signature

State of Arkansas Towing & Recovery Board

7418 North Hills Boulevard • North Little Rock, Arkansas 72116 • Office 501/682-3801
FAX . 501/682-3589 • E.Mail artowing@arkansas.gov • Website www.artowing.org

Office Use Only
NO: 24424
Exp. Dec 23

TOW VEHICLE SAFETY EQUIPMENT INSPECTION FORM

[Any Arkansas certified law enforcement officer is authorized to examine the vehicle noted below and sign the inspection form. A separate form must be used for each tow vehicle.]

☐ **CONSENT TOW VEHICLE** ☑ **NON CONSENT TOW VEHICLE**

Firm Bentonville Towing City Bentonville

Vehicle Year 2012 Make Ford Model F550

VIN Number 1FDUF5GT2CEC73831 Commercial Tag Number

Type : ☐Wrecker ☐Hauler ☑Rollback **Gross Vehicle Weight Rating :** ☐Light ↓ 9,000-15,000 lbs. ☑Medium ↓ 15,001-33,000 lbs. ☐Heavy ↓ 33,001 + lbs.

Please write **Y-** Yes or **N** -No or **N/A** -Not Applicable for each safety item listed below.

- Y **Fire Extinguisher, ABC Type** of at least a nine (9) pound capacity. [Two 4.5 pound e
- Y **Amber Flashing Lights** which are visible on a 360° rotation around the tow vehicle. I daylight for highway and/or right-of-way use when engaged in hooking, unhooking
- Y Ability to attach **Tail, Turn and Stop Lights** to the rear of the towed vehicle for visibil
- Y **Safety Chains or Straps** to secure a vehicle to the tow vehicle.
- Y **Flares. Reflective Cones or Triangle Safety Signals** or other similar safety devices.
- Y **Shovel and Broom** for tow vehicles used in accident recovery.
- Y **Tow Business Name and Phone Number**, not less than **2" in size, permanently affixe** side of the tow vehicle and visible from a distance of fifty (50) feet and displayed in a
- N/A **Light and Air Brake Hook-Ups** required on equipment capable of towing semi-trucks a... or trailers.
- Y **Safety Straps** for wheel lift equipment as required by the equipment manufacturer.
- Y **Winch(s) on Tow Vehicles** used for recovery and/or hoisting and carrying a vehicle during transport shall have a minimum capacity of (L) 8,000 pounds and minimum cable size of 3/8" in diameter. Winch capacity and cable size shall increase proportionally with Gross Vehicle Weight Ratings.
- Y **Dual Rear Wheels** and rated at a minimum of 9,000 GVWR.[1]
- N/A **Trailer, Dolly or Other** separately hitched towing device to transport or facilitate the movement of vehicles on vehicles on public roadways.
- N/A **Medium Duty Tow Vehicle** (excluding rollbacks) equipped with an under-lift device rated at no less than 6,500 pounds at full extension.[2]
- N/A **Heavy Duty Tow Vehicle** with tandem rear axles equipped with an under-lift device rated at no less than 12,000 pounds at full extension.[2]
- Y **Three (3) Photographs** •Commercial license tag. • Entire driver's side of the tow vehicle. [For verification of tow vehicle type, take from a distance] • Passenger side of the tow vehicle

STATE OF ARKANSAS PERMIT ISSUED BY 12-28-22 TOWING AND RECOVERY

INSPECTION Date : 11/28/2022 Time : 1020 AM/PM Location : 904 SE 8th Street

Inspecting Officer : Eric Simmons Badge Number : 950

Officer.Signature : [redacted] Agency 950

Owner.Signatu[redacted] Date 11/28/22

[1] Requirement wa[redacted]afety permit application was filed 90 days after July 1, 1994.

[2] Requirement waived for any truck where the safety permit application was filed 90 days after June 27, 2006.

Minimum Requirements: Refer to Rule 7 of Rules & Regulations; ACA §27-50-1201 et seq.

VEHICLE REGISTRATION CERTIFICATE
STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
KEEP THIS DOCUMENT IN YOUR VEHICLE



VEHICLE IDENTIFICATION NUMBER
1FDUF5GT2CEC73831

LICENSE PLATE	LICENSE TYPE/USE	DECAL COLOR	EXPIRATION DATE	DECAL NO
B338964	BCLP TV	Y	12/31/2023	B338964

YEAR	MAKE	MODEL	BODY	COLOR	FUEL	CYL	Gross Weight	DISPLACEMENT	AXLES
2012	FORD	F5D	CB	BLU	D	8	013000	0	0

OWNERS COUNTY
BENTON

DATE ISSUED
12/29/2022

TITLE NUMBER# 761013725276 ISSUING STATE: AR TITLE PRINT STATUS PRINT FROM BATCHMAIL

RENEWAL IDENTIFICATION NUMBER (RIN)
10424859

VERIFICATION CODE
0012

OWNER(S)
GRIFFITH COMPANY LTD CO
32 WENTWORTH DR
BELLA VISTA AR 72715-6514

TITLE BRANDS

PURCHASED
Used Arkansas Non De

REGISTRATION FEE	REPLACEMENT FEE	VEH PURCHASE PRICE	LOCAL TAX(1)
85.00	0.00	50000.00	25.00
CREDIT	TRANSFER FEE	PLUS EXT WARR	LOCAL TAX(2)
0.00	0.00	0.00	50.00
ADDITIONAL FEES	TITLE FEE	LESS TRADE IN	LOCAL TAX(3)
0.00	10.00	0.00	0.00
PRO RATED FEES	LIEN FEE	TAXABLE PRICE	LOCAL TAX(4)
0.00	0.00	50000.00	0.00
SPECIAL FEE (1)	PENALTY	STATE TAX	TOTAL TAXES
0.00	0.00	3250.00	3325.00
SPECIAL FEE (2)	POSTAGE	STATE TAX PENALTY	TOTAL REG FEES
10.00	0.00	0.00	107.50
SPECIAL FEE (3)	TEMP TAG FEE	LOCAL TAX PENALTY	TOTAL PAID
2.50	0.00	0.00	3432.50

LIENHOLDER(S)

GRIFFITH COMPANY LTD CO
32 WENTWORTH DR
BELLA VISTA AR 72715-6514

OFF-TRAN-INFO
Title & Registration
12/29/2022 9:29:35 AM
Benton Co Central 04-01

2401 SW D Street Ste 3
(479)273-2724
kelam 2022-12-29

"Owner must sign in the space indicated on back of this certificate"

INSTRUCTIONS:
1) Remove decal by bendi
along dotted line
2) Lift edge of decal and sl
3) See back side for instru

INSURANCE IDENTIFICATION CARD

AR (STATE)

COMPANY NUMBER: 16871

COMPANY: OBSIDIAN SPECIALTY INSURANCE

[X] COMMERCIAL [ ] PERSONAL

POLICY NUMBER: TARP-CP-000000025-00

EFFECTIVE DATE: 3/21/2022

EXPIRATION DATE: 3/21/2023

YEAR: 2012

MAKE/MODEL: FORD F550

VEHICLE IDENTIFICATION NUMBER: 1FDUF5GT2CEC73831

AGENCY/COMPANY ISSUING CARD

AUSTIN INSURANCE
2109 Broadway
Paducah, KY 42001

INSURED

GRIFFITH COMPANY LTD. CO. DBA
BENTONVILLE TOWING
904 S.E. 8TH
BENTONVILLE, AR 72712

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

ACORD 50 (2007/02)

© ACORD CORPORATION 1983-2007. All rights reserved.

CERTIFICATE OF TITLE

STATE OF ARKANSAS

002-00155503-001

VEHICLE IDENTIFICATION NUMBER	YEAR	MAKE	MODEL	BODY TYPE
3C7WDMDL4CG311637	2012	DODG	RAM 5500	CH

TITLE NUMBER	PREVIOUS TITLE NUMBER	PREV. TITLE STATE	ISSUE DATE	ODOMETER	UNLADEN WEIGHT
761005095621	AA5330319	KS	07/28/2016	0	7849

MAILING ADDRESS

SANTANDER BANK
3 HUNTINGTON QUAD STE 101N
MELVILLE, NY 11747-4623

REMARKS

OD EXEMPT

Santander Bank, N.A.

OWNER

BENTONVILLE TOWING LLC
904 SE 8TH ST
BENTONVILLE, AR 72712-6412

OWNER'S SIGNATURE (IF JOINT OWNERSHIP, BOTH MUST SIGN)
THIS TITLE MUST BE SIGNED UPON RECEIPT BY OWNERS

FIRST LIENHOLDER

SANTANDER BANK
3 HUNTINGTON QUAD STE 101N
MELVILLE, NY 11747-4623

DATE OF LIEN: 4/21/2016

FIRST RELEASE

[redacted] CLE IS HEREBY RELEASED:

Title Administrator 2-12-2020
Title Date

The Department of Finance and Administration, State of Arkansas, hereby certifies that the applicant named hereon is duly registered as the owner of the vehicle described above. From the statements of the owner and the records on file with this department the hereon described vehicle is subject to the liens enumerated hereon.

[redacted]

COMMISSIONER OF REVENUE

09054637

SRO0401

VOID IF ALTERED

Federal and State law requires that you state the mileage in connection with the transfer of ownership.
Failure to complete or providing a false statement may result in fines and or imprisonment.

Title Assignment by Owner(s)

TITLE ASSIGNMENT BY OWNER AND

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address.

Buyer(s) Printed Name Griffin Company LTD. Co.

Buyer(s) Printed Address

with warranty to be free of all encumbrances except as follows:

LIEN IN FAVOR OF

Address

DESCRIPTION OF VEHICLE TRADED IN (IF ANY)
VEHICLE IDENTIFICATION NUMBER

YEAR MAKE MODEL

Note to Seller. A copy of this title assignment, fully completed, is sufficient to use to claim a sales tax credit toward the purchase of another vehicle.

ODOMETER DISCLOSURE

I certify that to the best of my knowledge that the odometer reading provided in the box below is the actual mileage of the vehicle unless one of the following statements is checked:

Odometer Reading (no tenths)

☐ EXCEEDS MECHANICAL LIMITS. The mileage stated is in excess of the odometer's mechanical limits.

☐ WARNING – ODOMETER DISCREPANCY
The odometer is not the actual mileage.

BILL OF SALE Date of Sale

Full Sales Price of this Vehicle $

Less Trade In $

Net Taxable Trade Difference $

Seller(s) Printed Name Benbrook Towing LLC

Seller(s) Printed Address

Seller(s) Signature x Benbrook Towing by [redacted]

"I am aware of the above odometer certification made by the seller"

Buyer's Printed Name x Mark Griffin Griffin

Buyer's Signature x [redacted]

First Dealer Reassignment

TITLE ASSIGNMENT BY DEALER AND

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address.

Buyer(s) Printed Name

Buyer(s) Printed Address

with warranty to be free of all encumbrances except as follows:

LIEN IN FAVOR OF

Address

DESCRIPTION OF VEHICLE TRADED IN (IF ANY)
VEHICLE IDENTIFICATION NUMBER

YEAR MAKE MODEL

ODOMETER DISCLOSURE

I certify that to the best of my knowledge that the odometer reading provided in the box below is the actual mileage of the vehicle unless one of the following statements is checked:

Odometer Reading (no tenths)

☐ EXCEEDS MECHANICAL LIMITS. The mileage stated is in excess of the odometer's mechanical limits.

☐ WARNING – ODOMETER DISCREPANCY
The odometer is not the actual mileage.

BILL OF SALE Date of Sale

Full Sales Price of this Vehicle $

Less Trade In $

Net Taxable Trade Difference $

Dealer's Printed Name

Dealer's License Number

Dealer's Signature

"I am aware of the above odometer certification made by the dealer"

Buyer's Printed Name

Buyer's Signature

Second Dealer Reassignment

TITLE ASSIGNMENT BY DEALER AND

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address.

Buyer(s) Printed Name

Buyer(s) Printed Address

with warranty to be free of all encumbrances except as follows:

LIEN IN FAVOR OF

Address

DESCRIPTION OF VEHICLE TRADED IN (IF ANY)
VEHICLE IDENTIFICATION NUMBER

YEAR MAKE MODEL

ODOMETER DISCLOSURE

I certify that to the best of my knowledge that the odometer reading provided in the box below is the actual mileage of the vehicle unless one of the following statements is checked:

Odometer Reading (no tenths)

☐ EXCEEDS MECHANICAL LIMITS. The mileage stated is in excess of the odometer's mechanical limits.

☐ WARNING – ODOMETER DISCREPANCY
The odometer is not the actual mileage.

BILL OF SALE Date of Sale

Full Sales Price of this Vehicle $

Less Trade In $

Net Taxable Trade Difference $

Dealer's Printed Name

Dealer's License Number

Dealer's Signature

"I am aware of the above odometer certification made by the dealer"

Buyer's Printed Name

Buyer's Signature

State of Arkansas Towing & Recovery Board
7418 North Hills Boulevard • North Little Rock, Arkansas 72116 • Office 501/682-3801
FAX . 501/682-3589 • E.Mail artowing@arkansas.gov • Website www.artowing.org

Office Use Only
NO: 24445
Exp. Dec 23

TOW VEHICLE SAFETY EQUIPMENT INSPECTION FORM

[Any Arkansas certified law enforcement officer is authorized to examine the vehicle noted below and sign the inspection form. A separate form must be used for each tow vehicle.]

☐ **CONSENT TOW VEHICLE** ☑ **NON CONSENT TOW VEHICLE**

Firm Bentonville Towing City Bentonville

Vehicle Year 2012 Make Dodge Model 5500

VIN Number 3C7WDMDL4CG311637 Commercial Tag Number _____

Type : ☐Wrecker ☐Hauler ☑Rollback **Gross Vehicle Weight Rating :** ☐Light ↓ 9,000-15,000 lbs. ☑Medium ↓ 15,001-33,000 lbs. ☐Heavy ↓ 33,001 + lbs.

Please write **Y-** Yes or **N** -No or **N/A** -Not Applicable for each safety item listed below.

Y **Fire Extinguisher, ABC Type** of at least a nine (9) pound capacity. [Two 4.5 pound ext
Y **Amber Flashing Lights** which are visible on a 360° rotation around the tow vehicle. Li daylight for highway and/or right-of-way use when engaged in hooking, unhooking o
Y Ability to attach **Tail, Turn and Stop Lights** to the rear of the towed vehicle for visibili
Y **Safety Chains or Straps** to secure a vehicle to the tow vehicle.
Y **Flares. Reflective Cones or Triangle Safety Signals** or other similar safety devices.
Y **Shovel and Broom** for tow vehicles used in accident recovery.
Y **Tow Business Name and Phone Number,** not less than **2" in size, permanently affixe** side of the tow vehicle and visible from a distance of fifty (50) feet and displayed in a l
N/A **Light and Air Brake Hook-Ups** required on equipment capable of towing semi-trucks a
Y **Safety Straps** for wheel lift equipment as required by the equipment manufacturer.
Y **Winch(s) on Tow Vehicles** used for recovery and/or hoisting and carrying a vehicle during transport shall have a minimum capacity of (L) 8,000 pounds and minimum cable size of 3/8" in diameter. Winch capacity and cable size shall increase proportionally with Gross Vehicle Weight Ratings.
Y **Dual Rear Wheels** and rated at a minimum of 9,000 GVWR.[1]
N/A **Trailer, Dolly or Other** separately hitched towing device to transport or facilitate the movement of vehicles on vehicles on public roadways.
N/A **Medium Duty Tow Vehicle** (excluding rollbacks) equipped with an under-lift device rated at no less than 6,500 pounds at full extension.[2]
N/A **Heavy Duty Tow Vehicle** with tandem rear axles equipped with an under-lift device rated at no less than 12,000 pounds at full extension.[2]
Y **Three (3) Photographs** •Commercial license tag. • Entire driver's side of the tow vehicle. [For verification of tow vehicle type, take from a distance] • Passenger side of the tow vehicle

STATE OF ARKANSAS PERMIT ISSUED BY SC 12222 TOWING AND RECOVERY

INSPECTION Date : 11/28/2022 Time : 1620 AM/PM Location : 904 SE 8th Street

Inspecting Officer : [redacted] Badge Number : 950

Officer.Signatur[redacted] Agency 950

Owner.Signa[redacted] Date 11/28/22

[1] Requirement waived for any truck where the safety permit application was filed 90 days after July 1, 1994.
[2] Requirement waived for any truck where the safety permit application was filed 90 days after June 27, 2006.
Minimum Requirements: Refer to Rule 7 of Rules & Regulations; ACA §27-50-1201 et seq.

VEHICLE REGISTRATION CERTIFICATE
STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
KEEP THIS DOCUMENT IN YOUR VEHICLE



VEHICLE IDENTIFICATION NUMBER
3C7WDMDL4CG311637

LICENSE PLATE	LICENSE TYPE/USE	DECAL COLOR	EXPIRATION DATE	DECAL NO
B338965	BCLP TV	Y	12/31/2023	B338965

YEAR	MAKE	MODEL	BODY	COLOR	FUEL	CYL	Gross Weight	DISPLACEMENT	AXLES
2012	DODG	RAM	TT	MAR	D	6	013000	0	0

OWNERS COUNTY
BENTON

DATE ISSUED
12/29/2022

TITLE NUMBER# 761013725277 ISSUING STATE: AR TITLE PRINT STATUS PRINT FROM BATCHMAIL

RENEWAL IDENTIFICATION NUMBER (RIN):
10424860

VERIFICATION CODE:
4014

OWNER(S)
GRIFFITH COMPANY LTD CO
32 WENTWORTH DR
BELLA VISTA AR 72715-6514

TITLE BRANDS

PURCHASED
Used Arkansas Non De

REGISTRATION FEE	REPLACEMENT FEE	VEH PURCHASE PRICE	LOCAL TAX(1)
85.00	0.00	40000.00	25.00
CREDIT	TRANSFER FEE	PLUS EXT WARR	LOCAL TAX(2)
0.00	0.00	0.00	50.00
ADDITIONAL FEES	TITLE FEE	LESS TRADE IN	LOCAL TAX(3)
0.00	10.00	0.00	0.00
PRO RATED FEES	LIEN FEE	TAXABLE PRICE	LOCAL TAX(4)
0.00	0.00	40000.00	0.00
SPECIAL FEE (1)	PENALTY	STATE TAX	TOTAL TAXES
0.00	0.00	2600.00	2675.00
SPECIAL FEE (2)	POSTAGE	STATE TAX PENALTY	TOTAL REG FEES
10.00	0.00	0.00	107.50
SPECIAL FEE (3)	TEMP TAG FEE	LOCAL TAX PENALTY	TOTAL PAID
2.50	0.00	0.00	2782.50

LIENHOLDER(S)

GRIFFITH COMPANY LTD CO
32 WENTWORTH DR
BELLA VISTA AR 72715-6514

OFF-TRAN-INFO
Title & Registration
12/29/2022 9:29:35 AM
Benton Co Central 04-01

2401 SW D Street Ste 3
(479)273-2724
kelam 2022-12-29

INSTRUCTIONS:
1) Remove decal by bending along dotted line.
2) Lift edge of decal and slow
3) See back side for instructic

"Owner must sign in the space indicated on back of this certificate"

INSURANCE IDENTIFICATION CARD

AR (STATE)

COMPANY NUMBER: 16871

COMPANY: OBSIDIAN SPECIALTY INSURANCE

[X] COMMERCIAL [ ] PERSONAL

POLICY NUMBER: TARP-CP-000000025-00

EFFECTIVE DATE: 3/21/2022

EXPIRATION DATE: 3/21/2023

YEAR: 2012

MAKE/MODEL: DODGE 5500

VEHICLE IDENTIFICATION NUMBER: 3C7WDMDL4CG311637

AGENCY/COMPANY ISSUING CARD

AUSTIN INSURANCE
2109 Broadway
Paducah, KY 42001

INSURED

GRIFFITH COMPANY LTD. CO. DBA
BENTONVILLE TOWING
904 S.E. 8TH
BENTONVILLE, AR 72712

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

ACORD 50 (2007/02)

©ACORD CORPORATION 1983-2007. All rights reserved.

CERTIFICATE OF TITLE

STATE OF ARKANSAS

VEHICLE IDENTIFICATION NUMBER	YEAR	MAKE	MODEL	BODY TYPE
2NPLHN7X48M759361	2008	PTRB	335	ST

TITLE NUMBER	PREVIOUS TITLE NUMBER	PREV. TITLE STATE	ISSUE DATE	ODOMETER	UNLADEN WEIGHT
761011255421	761002305349	AR	09/30/2020	0	11500

MAILING ADDRESS

ARVEST BANK
PO BOX 940
ROGERS AR 72757-0940

REMARKS

OD EXEMPT

OWNER

BENTONVILLE TOWING LLC
904 SE 8TH ST
BENTONVILLE AR 72712-6412

OWNER'S SIGNATURE (IF JOINT OWNERSHIP, BOTH MUST SIGN)
THIS TITLE MUST BE SIGNED UPON RECEIPT BY OWNERS

FIRST LIENHOLDER

ARVEST BANK
PO BOX 940
ROGERS AR 72757-0940

DATE OF LIEN: 09/10/2020

[redacted] REBY RELEASED:

IAS Saw Fee 12-30-21
Title Date

The Department of Finance and Administration, State of Arkansas, hereby certifies that the applicant named hereon is duly registered as the owner of the vehicle described above. From the statements of the owner and the records on file with this department the hereon described vehicle is subject to the liens enumerated hereon.

[redacted]

COMMISSIONER OF REVENUE

12813122

SRO7301

VOID IF ALTERED

Federal and State law requires that you state the mileage in connection with the transfer of ownership.
Failure to complete or providing a false statement may result in fines and or imprisonment.

Title Assignment by Owner(s)

TITLE ASSIGNMENT BY OWNER AND

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address.

Buyer(s) Printed Name Griffith Company, LTD. Co

Buyer(s) Printed Address

with warranty to be free of all encumbrances except as follows:

LIEN IN FAVOR OF

Address

DESCRIPTION OF VEHICLE TRADED IN (IF ANY)
VEHICLE IDENTIFICATION NUMBER

YEAR MAKE MODEL

Note to Seller: A copy of this title assignment, fully completed, is sufficient to use to claim a sales tax credit toward the purchase of another vehicle.

ODOMETER DISCLOSURE

I certify that to the best of my knowledge that the odometer reading provided in the box below is the actual mileage of the vehicle unless one of the following statements is checked:

Odometer Reading (no tenths)

☐ EXCEEDS MECHANICAL LIMITS. The mileage stated is in excess of the odometer's mechanical limits.

☐ WARNING – ODOMETER DISCREPANCY The odometer is not the actual mileage.

BILL OF SALE Date of Sale 12/21/22

Full Sales Price of this Vehicle $

Less Trade In $

Net Taxable Trade Difference $

Seller(s) Printed Name Bentonville Towing LLC

Seller(s) Printed Address

Seller(s) Signature Bentonville Towing by [redacted]

"I am aware of the above odometer certification made by the seller"

Buyer's Printed N Mark Austin Griffith

Buyer's Signature [redacted]

First Dealer Reassignment

TITLE ASSIGNMENT BY DEALER AND

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address.

Buyer(s) Printed Name

Buyer(s) Printed Address

with warranty to be free of all encumbrances except as follows:

LIEN IN FAVOR OF

Address

DESCRIPTION OF VEHICLE TRADED IN (IF ANY)
VEHICLE IDENTIFICATION NUMBER

YEAR MAKE MODEL

ODOMETER DISCLOSURE

I certify that to the best of my knowledge that the odometer reading provided in the box below is the actual mileage of the vehicle unless one of the following statements is checked:

Odometer Reading (no tenths)

☐ EXCEEDS MECHANICAL LIMITS. The mileage stated is in excess of the odometer's mechanical limits.

☐ WARNING – ODOMETER DISCREPANCY The odometer is not the actual mileage.

BILL OF SALE Date of Sale

Full Sales Price of this Vehicle $

Less Trade In $

Net Taxable Trade Difference $

Dealer's Printed Name

Dealer's License Number

Dealer's Signature

"I am aware of the above odometer certification made by the dealer"

Buyer's Printed Name

Buyer's Signature

Second Dealer Reassignment

TITLE ASSIGNMENT BY DEALER AND

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address.

Buyer(s) Printed Name

Buyer(s) Printed Address

with warranty to be free of all encumbrances except as follows:

LIEN IN FAVOR OF

Address

DESCRIPTION OF VEHICLE TRADED IN (IF ANY)
VEHICLE IDENTIFICATION NUMBER

YEAR MAKE MODEL

ODOMETER DISCLOSURE

I certify that to the best of my knowledge that the odometer reading provided in the box below is the actual mileage of the vehicle unless one of the following statements is checked:

Odometer Reading (no tenths)

☐ EXCEEDS MECHANICAL LIMITS. The mileage stated is in excess of the odometer's mechanical limits.

☐ WARNING – ODOMETER DISCREPANCY The odometer is not the actual mileage.

BILL OF SALE Date of Sale

Full Sales Price of this Vehicle $

Less Trade In $

Net Taxable Trade Difference $

Dealer's Printed Name

Dealer's License Number

Dealer's Signature

"I am aware of the above odometer certification made by the dealer"

Buyer's Printed Name

Buyer's Signature

State of Arkansas Towing & Recovery Board

7418 North Hills Boulevard • North Little Rock, Arkansas 72116 • Office 501/682-3801
FAX . 501/682-3589 • E.Mail artowing@arkansas.gov • Website www.artowing.org

Office Use Only
NO: 24442
Exp. Dec 23

TOW VEHICLE SAFETY EQUIPMENT INSPECTION FORM

[Any Arkansas certified law enforcement officer is authorized to examine the vehicle noted below and sign the inspection form. A separate form must be used for each tow vehicle.]

☐ **CONSENT TOW VEHICLE** ☑ **NON CONSENT TOW VEHICLE**

Firm Bentonville Towing City Bentonville

Vehicle Year 2008 Make Peterbilt Model PB335

VIN Number 2NPLHN7X48M759361 Commercial Tag Number

Type : ☑Wrecker ☐Hauler ☐Rollback **Gross Vehicle Weight Rating :** ☐Light ↓ 9,000-15,000 lbs. ☑Medium ↓ 15,001-33,000 lbs. ☐Heavy ↓ 33,001 + lbs.

Please write **Y-** Yes or **N** -No or **N/A** -Not Applicable for each safety item listed below.

STATE OF ARKANSAS TOWING AND RECOVERY PERMIT ISSUED BY 12222

- Y **Fire Extinguisher, ABC Type** of at least a nine (9) pound capacity. [Two 4.5 pound e
- Y **Amber Flashing Lights** which are visible on a 360° rotation around the tow vehicle. daylight for highway and/or right-of-way use when engaged in hooking, unhooking
- Y Ability to attach **Tail, Turn and Stop Lights** to the rear of the towed vehicle for visib
- Y **Safety Chains or Straps** to secure a vehicle to the tow vehicle.
- Y **Flares. Reflective Cones or Triangle Safety Signals** or other similar safety devices.
- Y **Shovel and Broom** for tow vehicles used in accident recovery.
- Y **Tow Business Name and Phone Number**, not less than **2" in size, permanently affi** side of the tow vehicle and visible from a distance of fifty (50) feet and displayed in
- Y **Light and Air Brake Hook-Ups** required on equipment capable of towing semi-trucks and/or trailers.
- Y **Safety Straps** for wheel lift equipment as required by the equipment manufacturer.
- Y **Winch(s) on Tow Vehicles** used for recovery and/or hoisting and carrying a vehicle during transport shall have a minimum capacity of (L) 8,000 pounds and minimum cable size of 3/8" in diameter. Winch capacity and cable size shall increase proportionally with Gross Vehicle Weight Ratings.
- Y **Dual Rear Wheels** and rated at a minimum of 9,000 GVWR.[1]
- N/A **Trailer, Dolly or Other** separately hitched towing device to transport or facilitate the movement of vehicles on vehicles on public roadways.
- Y **Medium Duty Tow Vehicle** (excluding rollbacks) equipped with an under-lift device rated at no less than 6,500 pounds at full extension.[2]
- N/A **Heavy Duty Tow Vehicle** with tandem rear axles equipped with an under-lift device rated at no less than 12,000 pounds at full extension.[2]
- Y **Three (3) Photographs** •Commercial license tag. • Entire driver's side of the tow vehicle. [For verification of tow vehicle type, take from a distance] • Passenger side of the tow vehicle

INSPECTION Date : 11/28/2022 Time : 948 AM/PM Location : 904 SE 8th Street

Inspecting Officer : Ryan Simms Badge Number : 98

Officer.Signature [redacted] Agency Bentonville Police

Owner.Signatu [redacted] Date 11/28/22

[1] Requirement waived for any truck where the safety permit application was filed 90 days after July 1, 1994.
[2] Requirement waived for any truck where the safety permit application was filed 90 days after June 27, 2006.
Minimum Requirements: Refer to Rule 7 of Rules & Regulations; ACA §27-50-1201 et seq.

VEHICLE REGISTRATION CERTIFICATE
STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
KEEP THIS DOCUMENT IN YOUR VEHICLE



VEHICLE IDENTIFICATION NUMBER
2NPLHN7X48M759361

LICENSE PLATE	LICENSE TYPE/USE	DECAL COLOR	EXPIRATION DATE	DECAL NO
C111543	CCLP TV	Y	12/31/2023	C111543

YEAR	MAKE	MODEL	BODY	COLOR	FUEL	CYL	Gross Weight	DISPLACEMENT	AXLES
2008	PTRB	335	ST	PLE	D	6	022000	0	0

OWNERS COUNTY
BENTON

DATE ISSUED
12/29/2022

TITLE NUMBER# **761013729452** ISSUING STATE: **AR** TITLE PRINT STATUS **PRINT FROM BATCHMAIL**

RENEWAL IDENTIFICATION NUMBER (RIN):
10416066

VERIFICATION CODE:
0842

OWNER(S)
GRIFFITH COMPANY LTD CO
32 WENTWORTH DR
BELLA VISTA AR 72715-6514

TITLE BRANDS

PURCHASED
Used Arkansas Non De

REGISTRATION FEE	REPLACEMENT FEE	VEH PURCHASE PRICE	LOCAL TAX(1)
186.00	0.00	125000.00	25.00
CREDIT	TRANSFER FEE	PLUS EXT WARR	LOCAL TAX(2)
0.00	0.00	0.00	50.00
ADDITIONAL FEES	TITLE FEE	LESS TRADE IN	LOCAL TAX(3)
0.00	10.00	0.00	0.00
PRO RATED FEES	LIEN FEE	TAXABLE PRICE	LOCAL TAX(4)
0.00	0.00	125000.00	0.00
SPECIAL FEE (1)	PENALTY	STATE TAX	TOTAL TAXES
0.00	0.00	8125.00	8200.00
SPECIAL FEE (2)	POSTAGE	STATE TAX PENALTY	TOTAL REG FEES
10.00	0.00	0.00	208.50
SPECIAL FEE (3)	TEMP TAG FEE	LOCAL TAX PENALTY	TOTAL PAID
2.50	0.00	0.00	8408.50

LIENHOLDER(S)

GRIFFITH COMPANY LTD CO
32 WENTWORTH DR
BELLA VISTA AR 72715-6514

OFF-TRAN-INFO
Title & Registration
12/29/2022 9:29:34 AM
Benton Co Central 04-01

2401 SW D Street Ste 3
(479)273-2724
kelam 2022-12-29

"Owner must sign in the space indicated on back of this certificate"

INSTRUCTIONS:
1) Remove decal by bending along dotted line.
2) Lift edge of decal and slo
3) See back side for instructi

INSURANCE IDENTIFICATION CARD

AR (STATE)

COMPANY NUMBER: 16871

COMPANY: OBSIDIAN SPECIALTY INSURANCE

[X] COMMERCIAL [ ] PERSONAL

POLICY NUMBER: TARP-CP-000000025-00

EFFECTIVE DATE: 3/21/2022

EXPIRATION DATE: 3/21/2023

YEAR: 2008

MAKE/MODEL: PETERBILT 330

VEHICLE IDENTIFICATION NUMBER: 2NPLHN7X48M759361

AGENCY/COMPANY ISSUING CARD

AUSTIN INSURANCE
2109 Broadway
Paducah, KY 42001

INSURED

GRIFFITH COMPANY LTD. CO. DBA
BENTONVILLE TOWING
904 S.E. 8TH
BENTONVILLE, AR 72712

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

ACORD 50 2007/02)

©ACORD CORPORATION 1983-2007. All rights reserved.

CERTIFICATE OF TITLE

STATE OF ARKANSAS

VEHICLE IDENTIFICATION NUMBER		YEAR	MAKE	MODEL	BODY TYPE
1HTMMAAL17H378749		2007	INTL	430	CC
TITLE NUMBER	PREVIOUS TITLE NUMBER	PREV. TITLE STATE	ISSUE DATE	ODOMETER	UNLADEN WEIGHT
761002462003	04010633555	AR	01/20/2015	0	12000

MAILING ADDRESS

BENTONVILLE TOWING
904 SE 8TH ST
BENTONVILLE, AR 72712-6412

REMARKS

OD EXEMPT

OWNER

BENTONVILLE TOWING
904 SE 8TH ST
BENTONVILLE, AR 72712-6412

OWNER'S SIGNATURE (IF JOINT OWNERSHIP, BOTH MUST SIGN)
THIS TITLE MUST BE SIGNED UPON RECEIPT BY OWNERS

The Department of Finance and Administration, State of Arkansas, hereby certifies that the applicant named hereon is duly registered as the owner of the vehicle described above. From the statements of the owner and the records on file with this department the hereon described vehicle is subject to the liens enumerated hereon.

In Witness Whereof, I have affixed my hand and seal

[redacted]

COMMISSIONER OF REVENUE

SRO0401
07681592

VOID IF ALTERED

Federal and State law requires that you state the mileage in connection with the transfer of ownership.
Failure to complete or providing a false statement may result in fines and or imprisonment.

Title Assignment by Owner(s)

TITLE ASSIGNMENT BY OWNER AND

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address.

Buyer(s) Printed Name Griffin Company LTD Co

Buyer(s) Printed Address

with warranty to be free of all encumbrances except as follows:

LIEN IN FAVOR OF

Address

DESCRIPTION OF VEHICLE TRADED IN (IF ANY)
VEHICLE IDENTIFICATION NUMBER

YEAR MAKE MODEL

Note to Seller. A copy of this title assignment, fully completed, is sufficient to use to claim a sales tax credit toward the purchase of another vehicle.

ODOMETER DISCLOSURE

I certify that to the best of my knowledge that the odometer reading provided in the box below is the actual mileage of the vehicle unless one of the following statements is checked:

Odometer Reading (no tenths)

☐ EXCEEDS MECHANICAL LIMITS. The mileage stated is in excess of the odometer's mechanical limits.

☐ WARNING – ODOMETER DISCREPANCY
The odometer is not the actual mileage.

BILL OF SALE Date of Sale

Full Sales Price of this Vehicle $

Less Trade In $

Net Taxable Trade Difference $

Seller(s) Printed Name Bentonville Towing LLC

Seller(s) Printed Address

Seller(s) Signature Bentonville Towing by [redacted]

"I am aware of the above odometer certification made by the seller"

Buyer's Printed Name [redacted] Griffin

Buyer's Signature

First Dealer Reassignment

TITLE ASSIGNMENT BY DEALER AND

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address.

Buyer(s) Printed Name

Buyer(s) Printed Address

with warranty to be free of all encumbrances except as follows:

LIEN IN FAVOR OF

Address

DESCRIPTION OF VEHICLE TRADED IN (IF ANY)
VEHICLE IDENTIFICATION NUMBER

YEAR MAKE MODEL

ODOMETER DISCLOSURE

I certify that to the best of my knowledge that the odometer reading provided in the box below is the actual mileage of the vehicle unless one of the following statements is checked:

Odometer Reading (no tenths)

☐ EXCEEDS MECHANICAL LIMITS. The mileage stated is in excess of the odometer's mechanical limits.

☐ WARNING – ODOMETER DISCREPANCY
The odometer is not the actual mileage.

BILL OF SALE Date of Sale

Full Sales Price of this Vehicle $

Less Trade In $

Net Taxable Trade Difference $

Dealer's Printed Name

Dealer's License Number

Dealer's Signature

"I am aware of the above odometer certification made by the dealer"

Buyer's Printed Name

Buyer's Signature

Second Dealer Reassignment

TITLE ASSIGNMENT BY DEALER AND

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address.

Buyer(s) Printed Name

Buyer(s) Printed Address

with warranty to be free of all encumbrances except as follows:

LIEN IN FAVOR OF

Address

DESCRIPTION OF VEHICLE TRADED IN (IF ANY)
VEHICLE IDENTIFICATION NUMBER

YEAR MAKE MODEL

ODOMETER DISCLOSURE

I certify that to the best of my knowledge that the odometer reading provided in the box below is the actual mileage of the vehicle unless one of the following statements is checked:

Odometer Reading (no tenths)

☐ EXCEEDS MECHANICAL LIMITS. The mileage stated is in excess of the odometer's mechanical limits.

☐ WARNING – ODOMETER DISCREPANCY
The odometer is not the actual mileage.

BILL OF SALE Date of Sale

Full Sales Price of this Vehicle $

Less Trade In $

Net Taxable Trade Difference $

Dealer's Printed Name

Dealer's License Number

Dealer's Signature

"I am aware of the above odometer certification made by the dealer"

Buyer's Printed Name

Buyer's Signature

State of Arkansas Towing & Recovery Board
7418 North Hills Boulevard • North Little Rock, Arkansas 72116 • Office 501/682-3801
FAX . 501/682-3589 • E.Mail artowing@arkansas.gov • Website www.artowing.org

Office Use Only
NO: 21436
Exp. Dec 23

TOW VEHICLE SAFETY EQUIPMENT INSPECTION FORM

[Any Arkansas certified law enforcement officer is authorized to examine the vehicle noted below and sign the inspection form. A separate form must be used for each tow vehicle.]

☐ **CONSENT TOW VEHICLE** ☒ **NON CONSENT TOW VEHICLE**

Firm Bentonville Towing City Bentonville

Vehicle Year 2007 Make International Model 4300

VIN Number 1HTMMAAL17H378749 Commercial Tag Number _____

Type : ☐Wrecker ☐Hauler ☒Rollback **Gross Vehicle Weight Rating :** ☐Light ↓ 9,000-15,000 lbs. ☒Medium ↓ 15,001-33,000 lbs. ☐Heavy ↓ 33,001 + lbs.

Please write **Y-** Yes or **N** -No or **N/A** -Not Applicable for each safety item listed below.

- [Y] **Fire Extinguisher, ABC Type** of at least a nine (9) pound capacity. [Two 4.5 pound e
- [Y] **Amber Flashing Lights** which are visible on a 360° rotation around the tow vehicle. L daylight for highway and/or right-of-way use when engaged in hooking, unhooking
- [Y] Ability to attach **Tail, Turn and Stop Lights** to the rear of the towed vehicle for visibil
- [Y] **Safety Chains or Straps** to secure a vehicle to the tow vehicle.
- [Y] **Flares. Reflective Cones or Triangle Safety Signals** or other similar safety devices.
- [Y] **Shovel and Broom** for tow vehicles used in accident recovery.
- [Y] **Tow Business Name and Phone Number**, not less than **2" in size, permanently affix** side of the tow vehicle and visible from a distance of fifty (50) feet and displayed in
- [N/A] **Light and Air Brake Hook-Ups** required on equipment capable of towing semi-trucks and/or trailers.
- [Y] **Safety Straps** for wheel lift equipment as required by the equipment manufacturer.
- [Y] **Winch(s) on Tow Vehicles** used for recovery and/or hoisting and carrying a vehicle during transport shall have a minimum capacity of (L) 8,000 pounds and minimum cable size of 3/8" in diameter. Winch capacity and cable size shall increase proportionally with Gross Vehicle Weight Ratings.
- [Y] **Dual Rear Wheels** and rated at a minimum of 9,000 GVWR.[1]
- [N/A] **Trailer, Dolly or Other** separately hitched towing device to transport or facilitate the movement of vehicles on vehicles on public roadways.
- [N/A] **Medium Duty Tow Vehicle** (excluding rollbacks) equipped with an under-lift device rated at no less than 6,500 pounds at full extension.[2]
- [N/A] **Heavy Duty Tow Vehicle** with tandem rear axles equipped with an under-lift device rated at no less than 12,000 pounds at full extension.[2]
- [Y] **Three (3) Photographs** •Commercial license tag. • Entire driver's side of the tow vehicle. [For verification of tow vehicle type, take from a distance] • Passenger side of the tow vehicle

STATE OF ARKANSAS PERMIT ISSUED BY 72222 TOWING AND RECOVERY

INSPECTION Date : 11/28/2022 Time : 843 (AM)/PM Location : 904 S. 8th Street

Inspecting Officer : Ryan Simmons Badge Number : 950

Officer.Signature [redacted] Agency 950

Owner.Signat[redacted] Date 11/28/22

[1] Requirement w[redacted] safety permit application was filed 90 days after July 1, 1994.
[2] Requirement waived for any truck where the safety permit application was filed 90 days after June 27, 2006.
Minimum Requirements: Refer to Rule 7 of Rules & Regulations; ACA §27-50-1201 et seq.

VEHICLE REGISTRATION CERTIFICATE
STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
KEEP THIS DOCUMENT IN YOUR VEHICLE



VEHICLE IDENTIFICATION NUMBER
1HTMMAAL17H378749

LICENSE PLATE	LICENSE TYPE/USE	DECAL COLOR	EXPIRATION DATE	DECAL NO
B339212	BCLP TV	Y	12/31/2023	B339212

YEAR	MAKE	MODEL	BODY	COLOR	FUEL	CYL	Gross Weight	DISPLACEMENT	AXLES
2007	INTL	430	TT	WHI	D	6	015000	0	0

OWNERS COUNTY: **BENTON**

DATE ISSUED: **12/29/2022**

TITLE NUMBER# **761013744877** ISSUING STATE: **AR** TITLE PRINT STATUS **PRINT FROM BATCHMAIL**

RENEWAL IDENTIFICATION NUMBER (RIN): **10405099**

VERIFICATION CODE: **8990**

OWNER(S)
GRIFFITH COMPANY LTD CO
32 WENTWORTH DR
BELLA VISTA AR 72715-6514

TITLE BRANDS

PURCHASED
Used Arkansas Non De

REGISTRATION FEE	REPLACEMENT FEE	VEH PURCHASE PRICE	LOCAL TAX(1) 0S
98.00	0.00	35000.00	25.00
CREDIT	TRANSFER FEE	PLUS EXT WARR	LOCAL TAX(2) 3S
0.00	0.00	0.00	50.00
ADDITIONAL FEES	TITLE FEE	LESS TRADE IN	LOCAL TAX(3)
0.00	10.00	0.00	0.00
PRO RATED FEES	LIEN FEE	TAXABLE PRICE	LOCAL TAX(4)
0.00	0.00	35000.00	0.00
SPECIAL FEE (1)	PENALTY	STATE TAX	TOTAL TAXES
0.00	0.00	2275.00	2350.00
SPECIAL FEE (2)	POSTAGE	STATE TAX PENALTY	TOTAL REG FEES
10.00	0.00	0.00	120.50
SPECIAL FEE (3)	TEMP TAG FEE	LOCAL TAX PENALTY	TOTAL PAID
2.50	0.00	0.00	2470.50

LIENHOLDER(S)

GRIFFITH COMPANY LTD CO
32 WENTWORTH DR
BELLA VISTA AR 72715-6514

OFF-TRAN-INFO
Title & Registration
12/29/2022 9:29:34 AM
Benton Co Central 04-01

2401 SW D Street Ste 3
(479)273-2724
kelam 2022-12-29

"Owner must sign in the space indicated on back of this certificate"

INSTRUCTIONS:
1) Remove decal by bendi
along dotted line.
2) Lift edge of decal and sl
3) See back side for instruc

INSURANCE IDENTIFICATION CARD

AR (STATE)

[X] COMMERCIAL [ ] PERSONAL

COMPANY NUMBER: 16871

COMPANY: OBSIDIAN SPECIALTY INSURANCE

POLICY NUMBER: TARP-CP-000000025-00

EFFECTIVE DATE: 3/21/2022

EXPIRATION DATE: 3/21/2023

YEAR: 2007

MAKE/MODEL: INT'L ROLLBACK

VEHICLE IDENTIFICATION NUMBER: 1HTMMAAL17H378749

AGENCY/COMPANY ISSUING CARD

AUSTIN INSURANCE
2109 Broadway
Paducah, KY 42001

INSURED

GRIFFITH COMPANY LTD. CO. DBA
BENTONVILLE TOWING
904 S.E. 8TH
BENTONVILLE, AR 72712

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

ACORD 50 (2007/02)

© ACORD CORPORATION 1983-2007. All rights reserved.

CERTIFICATE OF TITLE

STATE OF ARKANSAS

VEHICLE IDENTIFICATION NUMBER		YEAR	MAKE	MODEL	BODY TYPE
1HTMMAAL07H437936		2007	INTL	430	CC
TITLE NUMBER	**PREVIOUS TITLE NUMBER**	**PREV. TITLE STATE**	**ISSUE DATE**	**ODOMETER**	**UNLADEN WEIGHT**
761002458038	04010732284	AR	01/21/2015	0	10000

MAILING ADDRESS

BENTONVILLE TOWING
904 SE 8TH ST
BENTONVILLE, AR 72712-6412

REMARKS

OD EXEMPT

OWNER

BENTONVILLE TOWING
904 SE 8TH ST
BENTONVILLE, AR 72712-6412

OWNER'S SIGNATURE (IF JOINT OWNERSHIP, BOTH MUST SIGN)
THIS TITLE MUST BE SIGNED UPON RECEIPT BY OWNERS

The Department of Finance and Administration, State of Arkansas, hereby certifies that the applicant named hereon is duly registered as the owner of the vehicle described above. From the statements of the owner and the records on file with this department the hereon described vehicle is subject to the liens enumerated hereon.

In [redacted]

CO[redacted]

SR00401
07691030

VOID IF ALTERED

Federal and State law requires that you state the mileage in connection with the transfer of ownership.
Failure to complete or providing a false statement may result in fines and or imprisonment.

Title Assignment by Owner(s)

TITLE ASSIGNMENT BY OWNER AND

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address.

Buyer(s) Printed Name Griffin Company LTD. Co

Buyer(s) Printed Address

with warranty to be free of all encumbrances except as follows:

LIEN IN FAVOR OF

Address

DESCRIPTION OF VEHICLE TRADED IN (IF ANY)
VEHICLE IDENTIFICATION NUMBER

YEAR MAKE MODEL

Note to Seller. A copy of this title assignment, fully completed, is sufficient to use to claim a sales tax credit toward the purchase of another vehicle.

ODOMETER DISCLOSURE

I certify that to the best of my knowledge that the odometer reading provided in the box below is the actual mileage of the vehicle unless one of the following statements is checked:

Odometer Reading (no tenths)

☐ EXCEEDS MECHANICAL LIMITS. The mileage stated is in excess of the odometer's mechanical limits.

☐ WARNING – ODOMETER DISCREPANCY The odometer is not the actual mileage.

BILL OF SALE Date of Sale

Full Sales Price of this Vehicle $

Less Trade In $

Net Taxable Trade Difference $

Seller(s) Printed Name Bentonville Towing LLC

Seller(s) Printed Address

Seller(s) Signature Bentonville Towing by [redacted]

"I am aware of the above odometer certification made by the seller"

Buyer's Printed Name Mark Austin Griffith

Buyer's Signature [redacted]

First Dealer Reassignment

TITLE ASSIGNMENT BY DEALER AND

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address.

Buyer(s) Printed Name

Buyer(s) Printed Address

with warranty to be free of all encumbrances except as follows:

LIEN IN FAVOR OF

Address

DESCRIPTION OF VEHICLE TRADED IN (IF ANY)
VEHICLE IDENTIFICATION NUMBER

YEAR MAKE MODEL

ODOMETER DISCLOSURE

I certify that to the best of my knowledge that the odometer reading provided in the box below is the actual mileage of the vehicle unless one of the following statements is checked:

Odometer Reading (no tenths)

☐ EXCEEDS MECHANICAL LIMITS. The mileage stated is in excess of the odometer's mechanical limits.

☐ WARNING – ODOMETER DISCREPANCY The odometer is not the actual mileage.

BILL OF SALE Date of Sale

Full Sales Price of this Vehicle $

Less Trade In $

Net Taxable Trade Difference $

Dealer's Printed Name

Dealer's License Number

Dealer's Signature

"I am aware of the above odometer certification made by the dealer"

Buyer's Printed Name

Buyer's Signature

Second Dealer Reassignment

TITLE ASSIGNMENT BY DEALER AND

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address.

Buyer(s) Printed Name

Buyer(s) Printed Address

with warranty to be free of all encumbrances except as follows:

LIEN IN FAVOR OF

Address

DESCRIPTION OF VEHICLE TRADED IN (IF ANY)
VEHICLE IDENTIFICATION NUMBER

YEAR MAKE MODEL

ODOMETER DISCLOSURE

I certify that to the best of my knowledge that the odometer reading provided in the box below is the actual mileage of the vehicle unless one of the following statements is checked:

Odometer Reading (no tenths)

☐ EXCEEDS MECHANICAL LIMITS. The mileage stated is in excess of the odometer's mechanical limits.

☐ WARNING – ODOMETER DISCREPANCY The odometer is not the actual mileage.

BILL OF SALE Date of Sale

Full Sales Price of this Vehicle $

Less Trade In $

Net Taxable Trade Difference $

Dealer's Printed Name

Dealer's License Number

Dealer's Signature

"I am aware of the above odometer certification made by the dealer"

Buyer's Printed Name

Buyer's Signature

State of Arkansas Towing & Recovery Board
7418 North Hills Boulevard • North Little Rock, Arkansas 72116 • Office 501/682-3801
FAX . 501/682-3589 • E.Mail artowing@arkansas.gov • Website www.artowing.org

Office Use Only
NO: 21547
Exp. Dec 23

TOW VEHICLE SAFETY EQUIPMENT INSPECTION FORM

[Any Arkansas certified law enforcement officer is authorized to examine the vehicle noted below and sign the inspection form. A separate form must be used for each tow vehicle.]

☐ **CONSENT TOW VEHICLE** ☑ **NON CONSENT TOW VEHICLE**

Firm Bentonville Towing City Bentonville

Vehicle Year 2007 Make International Model 4300

VIN Number 1HTMMAAL07H437936 Commercial Tag Number

Type : ☐Wrecker ☐Hauler ☑Rollback **Gross Vehicle Weight Rating :** ☐Light ↓ 9,000-15,000 lbs. ☑Medium ↓ 15,001-33,000 lbs. ☐Heavy ↓ 33,001 + lbs.

Please write **Y-** Yes or **N** -No or **N/A** -Not Applicable for each safety item listed below.

- Y **Fire Extinguisher, ABC Type** of at least a nine (9) pound capacity. [Two 4.5 pound e
- Y **Amber Flashing Lights** which are visible on a 360° rotation around the tow vehicle. I daylight for highway and/or right-of-way use when engaged in hooking, unhooking
- Y Ability to attach **Tail, Turn and Stop Lights** to the rear of the towed vehicle for visibi
- Y **Safety Chains or Straps** to secure a vehicle to the tow vehicle.
- Y **Flares. Reflective Cones or Triangle Safety Signals** or other similar safety devices.
- Y **Shovel and Broom** for tow vehicles used in accident recovery.
- Y **Tow Business Name and Phone Number**, not less than **2" in size, permanently affi** side of the tow vehicle and visible from a distance of fifty (50) feet and displayed in
- N/A **Light and Air Brake Hook-Ups** required on equipment capable of towing semi-trucks and/or trailers.
- Y **Safety Straps** for wheel lift equipment as required by the equipment manufacturer.
- Y **Winch(s) on Tow Vehicles** used for recovery and/or hoisting and carrying a vehicle during transport shall have a minimum capacity of (L) 8,000 pounds and minimum cable size of 3/8" in diameter. Winch capacity and cable size shall increase proportionally with Gross Vehicle Weight Ratings.
- Y **Dual Rear Wheels** and rated at a minimum of 9,000 GVWR.[1]
- N/A **Trailer, Dolly or Other** separately hitched towing device to transport or facilitate the movement of vehicles on vehicles on public roadways.
- N/A **Medium Duty Tow Vehicle** (excluding rollbacks) equipped with an under-lift device rated at no less than 6,500 pounds at full extension.[2]
- N/A **Heavy Duty Tow Vehicle** with tandem rear axles equipped with an under-lift device rated at no less than 12,000 pounds at full extension.[2]
- Y **Three (3) Photographs** •Commercial license tag. • Entire driver's side of the tow vehicle. [For verification of tow vehicle type, take from a distance] • Passenger side of the tow vehicle

STATE OF ARKANSAS PERMIT ISSUED BY SA 2022 TOWING AND RECOVERY

INSPECTION Date : 11/28/2022 Time : 814 AM/PM Location : 904 SE 8th Street

Inspecting Officer : Ryan Sizemore Badge Number : 980

Officer.Signature [redacted] Agency Bentonville Police

Owner.Signat [redacted] Date 11/28/22

[1] Requirement waived for any truck where the safety permit application was filed 90 days after July 1, 1994.
[2] Requirement waived for any truck where the safety permit application was filed 90 days after June 27, 2006.
Minimum Requirements: Refer to Rule 7 of Rules & Regulations; ACA §27-50-1201 et seq.

VEHICLE REGISTRATION CERTIFICATE
STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
KEEP THIS DOCUMENT IN YOUR VEHICLE



VEHICLE IDENTIFICATION NUMBER
1HTMMAAL07H437936

LICENSE PLATE	LICENSE TYPE/USE	DECAL COLOR	EXPIRATION DATE	DECAL NO
B339211	BCLP TV	Y	12/31/2023	B339211

YEAR	MAKE	MODEL	BODY	COLOR	FUEL	CYL	Gross Weight	DISPLACEMENT	AXLES
2007	INTL	430	TT	WHI	D	6	017000	0	0

OWNERS COUNTY
BENTON

DATE ISSUED
12/29/2022

TITLE NUMBER# **761013729461** ISSUING STATE: **AR** TITLE PRINT STATUS **PRINT FROM BATCHMAIL**

RENEWAL IDENTIFICATION NUMBER (RIN):
10416074

VERIFICATION CODE
3550

OWNER(S)
GRIFFITH COMPANY LTD CO
32 WENTWORTH DR
BELLA VISTA AR 72715-6514

TITLE BRANDS

PURCHASED
Used Arkansas Non De

REGISTRATION FEE	REPLACEMENT FEE	VEH PURCHASE PRICE	LOCAL TAX(1) 0S
111.00	0.00	55000.00	25.00
CREDIT	TRANSFER FEE	PLUS EXT WARR	LOCAL TAX(2) 3S
0.00	0.00	0.00	50.00
ADDITIONAL FEES	TITLE FEE	LESS TRADE IN	LOCAL TAX(3)
0.00	10.00	0.00	0.00
PRO RATED FEES	LIEN FEE	TAXABLE PRICE	LOCAL TAX(4)
0.00	0.00	55000.00	0.00
SPECIAL FEE (1)	PENALTY	STATE TAX	TOTAL TAXES
0.00	0.00	3575.00	3650.00
SPECIAL FEE (2)	POSTAGE	STATE TAX PENALTY	TOTAL REG FEES
10.00	0.00	0.00	133.50
SPECIAL FEE (3)	TEMP TAG FEE	LOCAL TAX PENALTY	TOTAL PAID
2.50	0.00	0.00	3783.50

LIENHOLDER(S)

GRIFFITH COMPANY LTD CO
32 WENTWORTH DR
BELLA VISTA AR 72715-6514

OFF-TRAN-INFO
Title & Registration
12/29/2022 9:29:34 AM
Benton Co Central 04-01

2401 SW D Street Ste 3
(479)273-2724
kelam 2022-12-29

INSTRUCTIONS:
1) Remove decal by bendi
along dotted line.
2) Lift edge of decal and sl
3) See back side for instru

"Owner must sign in the space indicated on back of this certificate"

INSURANCE IDENTIFICATION CARD

AR (STATE)

COMPANY NUMBER: 16871

COMPANY: OBSIDIAN SPECIALTY INSURANCE

[X] COMMERCIAL [ ] PERSONAL

POLICY NUMBER: TARP-CP-000000025-00

EFFECTIVE DATE: 3/21/2022

EXPIRATION DATE: 3/21/2023

YEAR: 2007

MAKE/MODEL: INTERNATIONAL RB

VEHICLE IDENTIFICATION NUMBER: 1HTMMAAL07H437936

AGENCY/COMPANY ISSUING CARD:

AUSTIN INSURANCE
2109 Broadway
Paducah, KY 42001

INSURED

GRIFFITH COMPANY LTD. CO. DBA
BENTONVILLE TOWING
904 S.E. 8TH
BENTONVILLE, AR 72712

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

ACORD 50 (2007/02) © ACORD CORPORATION 1983-2007. All rights reserved.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH BENTONVILLE TOWING, LLC., FOR OFFICIAL POLICE LIGHT AND MEDIUM DUTY TOWING SERVICES; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Police Department utilizes an Official Police Light and Medium Duty Towing Service for non-consensual vehicle tows and other purposes;

WHEREAS, it is in the best interests of the Department for a contract to be executed for this purpose;

WHEREAS, the City of Bentonville issued a Request for Proposals for this service and followed procedures for the selection and award of this contract and recommends Bentonville Towing, LLC. for this service; and

WHEREAS, this contract requires no funding from the City of Bentonville.

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

Section 1: The Mayor and City Clerk may enter into an agreement with Bentonville Towing, LLC., for Official Police Light and Medium Duty Towing Services, for one (1) year, renewable annually upon mutual written agreement, not to exceed three (3) years;

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 resolutions or orders of the City Council, or parts of resolutions or orders of the City Council, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2023.

APPROVED:

_____

STEPHANIE ORMAN, Mayor

Attest:

_____

KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**2/14/2023**
Department	**Animal Services**
Submitted by	**Ali Worley, Animal Services Manager**
Phone	**(479) 254-2055**

Item Type: (*Check Applicable Item Type)*

☑ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

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

Resolution and budget adjustment authorizing the Mayor to accept a donation from PetIQ, in the amount of $20,000.00.

Estimated Cost	**$**
Is this Item Budgeted?	☐ Yes ☐ No

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

Budget Adjustment Request

Date of City Council Meeting	**2/14/2023**
Department	**Animal Services Department**
Submitted by	**Ali Worley, Animal Services Manager**
Phone	**(479) 254-2055**

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

Budget adjustment authorizing the Mayor to accept a donation from PetIQ, in the amount of $20,000. PetIQ has chosen to sponsor the Play Yard. Budget Adjustment needed to recognize the donation.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
105060	**37080**	**Sponsorship**	**$ 20,000.00**	
		Totals	**$ 20,000.00**	**$ -**
		Net Impact on Fund Balance	**$**	**20,000.00**

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

Memo

To: City Council, Mayor Orman

From: Ali Worley, Animal Services Manager

Date: February 14, 2023

Re: Resolution authorizing the Mayor to accept a donation in the amount of $20,000.00, designated for the new Bentonville Animal Services Facility, from PetIQ.

On December 1, 2021, the City of Bentonville, in collaboration with CR Crawford and Hight Jackson Architects, held a Groundbreaking Ceremony for the new facility. We expect a soft opening in March 2023 and a grand opening in April 2023.

Recently, PetIQ has made a donation for our new facility. They have chosen to sponsor the Play Yard for three years: $20,000.00 in year one (2023), $20,000.00 in year two (2024), and $20,000.00 in year 3 (2025).

This resolution would approve the gift of $20,000.00 for 2023.

If you have any questions regarding this item, please let me know. Please call me at 479-254-2055, or email Ali.Worley@bentonville.arkansas.gov.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A TWENTY THOUSAND DOLLAR ($20,000.00) DONATION FROM PET-IQ TO THE CITY OF BENTONVILLE ANIMAL SERVICES; ADJUSTING THE 2023 BUDGET TO RECOGNIZE SAID FUNDS INTO ACCOUNT #105060-37080 – SPONSORSHIP; AND FOR OTHER PURPOSES.

WHEREAS, PetIQ has made a donation for sponsorship to the City of Bentonville Animal; and

WHEREAS, the City of Bentonville Animal Services received twenty thousand dollars ($20,000.00) from PetIQ, which they have chosen to sponsor the play yard at the new facility.

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

Section 1: The donation from PetIQ, in the amount of twenty thousand dollars ($20,000.00), is accepted by the Bentonville Animal Services and will be used for the sponsorship of the play yard;

Section 2: The 2023 Budget is adjusted to recognize twenty thousand dollars ($20,000.00) into Account #105060-37080 – Sponsorship;

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 _____, 2023.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

Attest:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**2/14/2023**
Department	**Transportation**
Submitted by	**Dennis Birge**
Phone	**(479) 271-5964**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

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

Ordinance allowing the approval of an agreement with Ozark Regional Transit Service in the amount of $220,000.00 to provide transit service to Bentonville citizens in calendar year 2023 and waiving the requirement of competitive bidding. No Budget Adjustment is needed.

Estimated Cost	**$220,000.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

Waiver of Bid Request

Date of City Council Meeting	**2/14/2023**
Department	**Transportation**
Submitted by	**Dennis Birge**
Phone	**(479) 271-5964**

Vendor	**Ozark Regional Transit**
Total Cost	**$220,000.00**

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

The purchase is a public transit service that will serve the City of Bentonville through ORT with a combination of City funding and Federal grant funding that ORT receives.

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

The purchase is a public transit service that is only offered by Ozark Regional Transit in the Northwest Arkansas area. We request the waiver of bid in order to facilitate the contract with Ozark Regional Transit.

Memorandum

To: City Council, Mayor Orman

From: Dennis Birge, Transportation Director

Date: January 26th, 2023

Re: Ordinance – Ozark Regional Transit 2023 Contract and Request for Waiver of Bid

---

Staff requests City Council approval of an agreement with Ozark Regional Transit Service, a public transit authority, and requesting a waiver of bid. For the fixed sum of $220,000.00 ORT will provide transit services to Bentonville citizens. These services include a fixed route, ADA Para-Transit service, and Demand Response service for those citizens that are not covered by the ADA Para-Transit service. The term of the agreement is from January 1, 2023 to December 31, 2023.

Staff also requests a waiver from the requirement of competitive bidding since ORT is the only public transit provider in the Northwest Arkansas area.

Thanks for your consideration and please contact me with any questions. I can be reached by phone at 479-271-5964 or email at dbirge@bentonvillear.com.

AGREEMENT FOR CITY OF BENTONVILLE TRANSIT SERVICES

WHEREAS, Ozark Regional Transit (ORT), is a public transit authority organized and existing pursuant to A.C.A 14-334-101 et. seq., and.

WHEREAS, the City of Bentonville, Arkansas (City) is a member of said authority; and,

WHEREAS, ORT has been providing public transportation to the citizens of the City; and,

WHEREAS, the City has agreed to provide funding for transit services from its General Fund; and,

WHEREAS, the City is agreeable to such.

NOW, THEREFORE, IT IS AGREED:

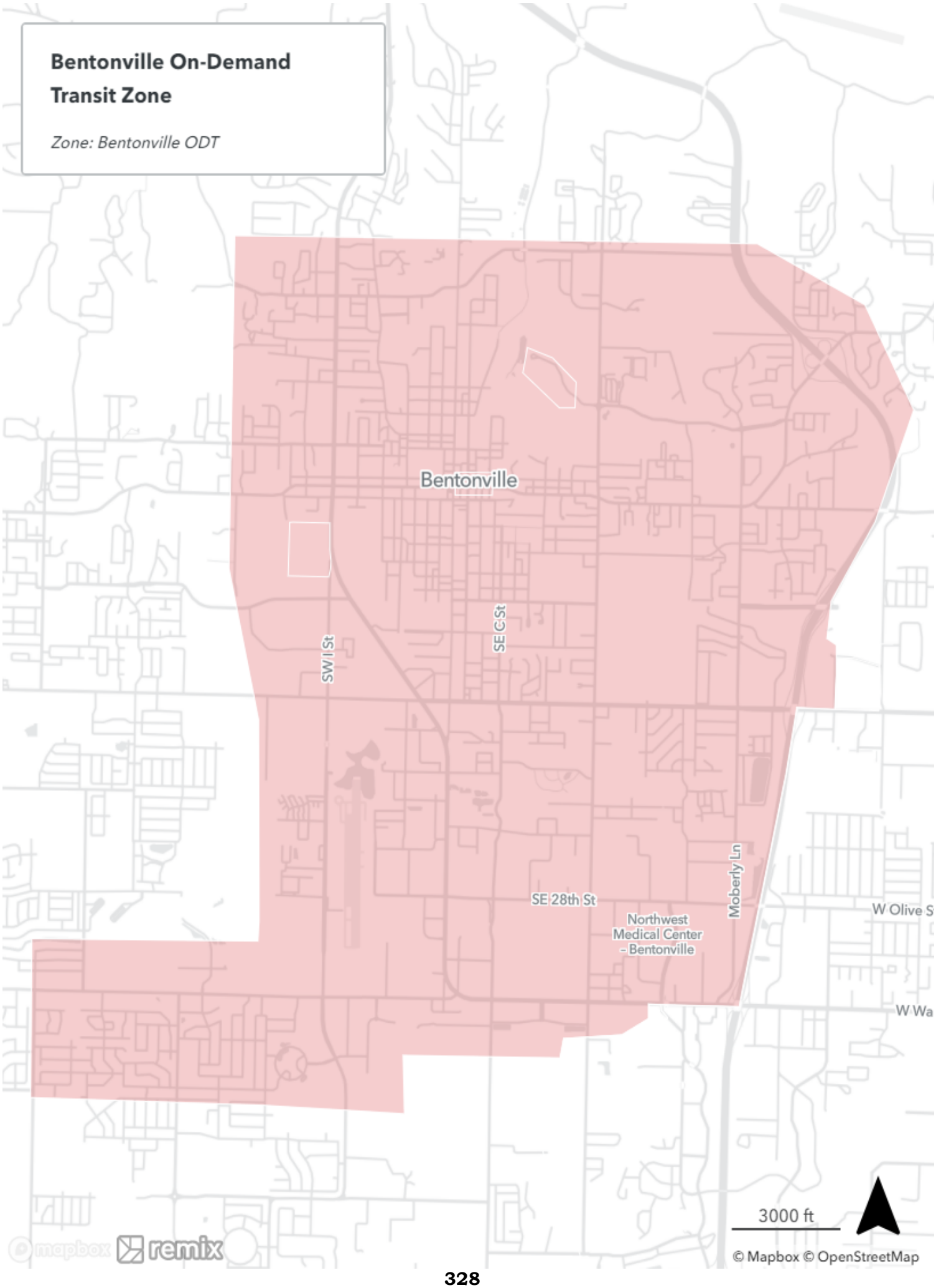
1. ORT will continue to provide services to the citizens of the City of Bentonville as has been traditionally provided in the past.
2. For the sum of $866,531 funded partially by the Walton Family Foundation grant to ORT and $220,000 due from the City of Bentonville, ORT will provide services as follows:
    a. On Demand Transit services within the City and withing the boundaries of the attached map.
    b. Supply up to 3 vehicles running withing the City from 7AM to 6:30PM Monday through Thursday; 7AM to Midnight on Friday and Noon to Midnight on Saturday
    c. Associated ADA Para-Transit services.
3. It is anticipated that the revenue to fund these activities will be approximately $866,531, with $646,531 provided by a grant from the Walton Family Foundation and the City's share being $220,000. If the City's share of the state sales tax enacted pursuant to Amendment 91 tax generates more than this amount then any such overage will be retained by the City. If the anticipated revenue is less than $220,000 then the City shall pay the difference from other funding sources.
4. The revenue of $220,000 referred to herein as the City's share shall be remitted in 1 installment. The lump sum of $220,000 shall be due to ORT before March 31, 2023.
5. The term of this Agreement shall be from January 1, 2023, through December 31, 2023; however, said Agreement may be terminated by either party upon sixty (60) days written notice.
6. ORT shall make monthly reports to the City and furnish any and all information request by the City.
7. The term of this Agreement shall be from January 1, 2023, through December 31, 2023. However, it shall renew annually and automatically and include any pay increases approved by the City Council, unless agreed to otherwise by the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the 26 day of JANUARY, 2023

[redacted]
Executive Director
Ozark Regional Transit

City of Bentonville, Arkansas

By:_____
Stephanie Orman
Mayor, City of Bentonville, Arkansas


Bentonville On-Demand Transit Zone
Zone: Bentonville ODT
Bentonville
SW I St
SE C St
SE 28th St
Northwest Medical Center - Bentonville
Moberly Ln
W Olive S
W Wa
3000 ft
© Mapbox © OpenStreetMap
mapbox
remix

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF TRANSIT SERVICE WITHIN THE CITY OF BENTONVILLE; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, NOT TO EXCEED TWO HUNDRED TWENTY THOUSAND DOLLARS ($220,000.00), WITH OZARK REGIONAL TRANSIT FOR THIS PURCHASE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Transportation Department wishes to enter into an agreement with Ozark Regional Transit for public transit services within the City of Bentonville;

WHEREAS, Ozark Regional Transit is the sole provider for such service in the area and bidding would not result in competitive submittals; and

WHEREAS, this agreement will be funded with budgeted monies.

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 Ozark Regional Transit for the public transit service within the City of Bentonville, in an amount not to exceed two hundred twenty thousand dollars ($220,000.00);

Section 2: This purchase will be made using budgeted funds;

Section 3: 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 the purchase of public transit services for the Bentonville Transportation Department;

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.

PASSED this _____ day of _____, 2023.

APPROVED:

ATTEST:

_____
STEPHANIE ORMAN, Mayor

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**2/14/2023**
Department	**Transportation**
Submitted by	**Dennis Birge**
Phone	**(479) 271-5964**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☑ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

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

Resolution to approve a Change Order for the SW Bright Road Project that will add 56 days due to the property acquisition process. No Budget Adjustment is needed.

Estimated Cost	**$0.00**
Is this Item Budgeted?	☐ Yes ☐ No

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

Memorandum

To: City Council, Mayor Orman

From: Dennis Birge, Transportation Director

Date: February 1, 2023

Re: Change Order – Approval of additional 56 days to the SW Bright Rd. Contract

---

Staff requests City Council approval of a change order allowing for an additional 56 days to the contract of the SW Bright Rd. construction. These delays were due to the negotiation timeframe to acquire all the Right of Way alone the project. The Contract did work in all areas available as much as possible. All property has been acquired and the Contract is now working on all areas of the project.

Thanks for your consideration and please contact me with any questions. I can be reached by phone at 479-271-5964 or email at dbirge@bentonvillear.com.

Owner Change Order

Change Order Number: 004

City of Bentonville - New 28th Street Park
SW 28th St
Bentonville, Arkansas 72712

Flintco LLC (40-000)
Project # 21111-010

Date: 1/12/2023

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 sequence of work on Bright Road requires routing traffic through the newly built roundabout in order to maintain access to the adjacent apartment complex while the north end of Bright Road is built. Re-Routing through the roundabout was scheduled for December 15th, 2022. Due to delays in procuring the property for the roundabout, this shift in traffic was delayed until January 28th, 2023. This change and the ASI #18 changes, which added storm drain improvements and a concrete driveway, delay the project by about eight (8) weeks. This change order is to add eight weeks to the prime contract, moving the contractual substantial completion date from March 2nd, 2023, to April 27th, 2023, and to move $25,000 of construction manager's contingency into general conditions for the additional project management time required.

PCO #022 - Add Time and Use CM Contingency for Added Project Management Time for Bright Road Delays

CE #	Detail Description	Amount
046	Add General Conditions for additional project management time due to delays in the land procurement process.	$25,000.00
046	Funding Source - Construction Manager's Contingency - to General Conditions for additional project management time due to delays in the land procurement process.	$(25,000.00)
	PCO Total:	$0.00

The original Contract Value	$4,447,924.00
Sum of changes by prior Prime Contract Change Orders	$297,431.00
The Contract Value prior to this Prime Contract Change Order	$4,745,355.00
The Contract Value will be changed by this Prime Contract Change Order in the amount of	$0.00
The new Contract Value including this Prime Contract Change Order will be	**$4,745,355.00**
The Contract duration will be changed by	56 days

Flintco, LLC	**City of Bentonville**
CONTRACTOR	OWNER
184 E. Fantinel Blvd. Springdale, Arkansas 72762	305 SE A Street Bentonville, Arkansas 72712
Address	Address
By _____	By _____
SIGNATURE _____	SIGNATURE _____
DATE _____	DATE _____

RESOLUTION NO. _____

A RESOLUTION APPROVING A CHANGE ORDER TO THE AGREEMENT WITH FLINTCO, LLC TO ADD AN ADDITIONAL FIFTY-SIX (56) DAYS TO THE BRIGHT ROAD EXTENSION PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, Flintco, LLC, was previously awarded the contract for the Bright Road Extension project for the City of Bentonville, Arkansas;

WHEREAS, a change order to that contract is requested to allow an additional fifty-six (56) days due to the property acquisition process; and

WHEREAS, this change order will not require additional cost.

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 execute the Change Order to the contract with Flintco, LLC., for additional work related to the Bright Road Extension Project;

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 _____, 2023.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**1/16/2023**
Department	**Engineering**
Submitted by	**Dan Weese**
Phone	**(479) 254-2024**

Item Type: (*Check Applicable Item Type)*

☑ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

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

Resolution allowing the Mayor and City Clerk to amend a professional services agreement with CEI for engineering and project services for SE C Lateral. The cost of this contract amendment will be $106,171.00. No Budget Adjustment is needed.

Estimated Cost	**$106,171.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

This project is part of the 2021 Drainage Bond program.

Memorandum

To: Mayor and City Council

From: Dan Weese, Deputy Director of Transportation

Date: Tuesday, January 24, 2023

Re: Contract Amendment for SE C Lateral Drainage Project

Project Description:

Additional project scope has been added to this drainage improvement project to include SE D Street Lateral and also Acquisition Services for the entire project.

The original Professional Services Agreement (PSA) with CEI Engineering Associates, Inc. amount for this project is $171,852.00. The proposed amendment is for $106,171.00. The adjusted contract amount will be $278,023.00

Staff requests approval of a resolution allowing the Mayor to enter into a PSA amendment with CEI Engineering Associates, Inc. for this project.

Please contact me with any questions or concerns regarding this PSA or the project as a whole. My telephone number is (479) 254-2024 or I can be reached via email at dweese@bentonvillear.com.

Change Order 1 To Project: SE C Laterals (MUNIS# 21EN0017)

1. Background Data:

a. Effective Date of Project Contract: 6/30/2021

b. Owner: City of Bentonville, Arkansas

c. Engineer: CEI Engineering Associates, Inc.

d. Specific Project: - **City of Bentonville –** SE C Laterals (MUNIS# 21EN0017)

2. Description of Modifications

a. Engineer shall perform the following Additional Services:

CEI has been tasked with incorporating the scope of the SE D Laterals drainage project for the City of Bentonville, AR into the current SE C Laterals project. The SE D Laterals project has been partially designed by another private consultant. This project shall include professional services associated with the design of a drainage collection system generally beginning at the intersection of SE 4th Street and SE C street, heading East down SE 4th Street, and heading North after the intersection of SE 4th Street and SE D Street until SE D intersects with SE 3rd Street. The project includes 700' of drainage improvements. Services do not include roadway improvements. CEI shall perform design services including ROW Permitting, ADEQ Permitting, Utility Coordination with Franchise Utilities and City of Bentonville Utilities, Public Input Meetings and Bidding Administration up to, and including, Bid Tabulation and Letter of Recommendation of the apparent low bidder. It will also include project management services related to the above items. CEI will also perform the construction observation and administration for the extended scope of SE D Laterals.

- **Drainage Design**
  CEI shall add the SE D Laterals drainage design into the current SE C Laterals drainage design. CEI will analyze the drainage system in its current state of design and confirm all calculations, drainage areas, and system outfalls to ensure they meet required City standards. CEI will then combine the two drainage systems to have one synchronized drainage system, one pipe alignment, and one drainage report with an updated narrative. Shall any of the current calculations for the SE D Laterals project prove to require significant redesign due to prior designers' error that require over $2,000 in design fees, additional funds will be required.

  Fees……..……...$6,000

- **Plan Implementation**
  CEI shall update the current SE C Laterals plan set to reflect the extended scope of the project. CEI will also make updates to the OPC, KMZ, and project specifications to reflect the extended scope of the project. CEI will submit the combined plan set for Submittal 2 and Submittal 3. Fees include one round of comments for Submittal 2, and two rounds of

comments for Submittal 3. If there are more than two rounds of comments after submittal 3 are required, additional funds will be required.

Fees…….……...$16,000

- **Waterline Design**

CEI shall perform the design of approximately 430 feet of waterline relocation and any related service line relocations on the current SE C laterals project required to construct the drainage project. CEI shall also design waterline service relocations on the SE D laterals project required to construct the project. CEI anticipates additional plan details being needed for the protection of the existing 16" waterline at 4th street due to tight clearance in the design. Shall this linear footage increase, additional funds will be required. Fees include submitting to BEUD and ADH.

Fees…….……...$12,000

- **Additional Utility Company Coordination**

CEI will perform additional utility company coordination to incorporate the SE D Laterals project, including any involved franchise utilities. This includes any necessary electronic communications, coordination meetings, and necessary time out in the field where required.

Fees…….…$4,000

- **Survey Boundary Tie-In**

Boundary Tie-In Survey of said property shall be done in accordance with "Arkansas Standards of Practice Property Boundary Surveys and Plats." and supervised by a licensed surveyor. Boundary monuments will be identified as found in the field to match provided plans and survey. If available, the latest title commitment will be utilized to show all affecting easements and setback lines. If one is not available, a 50-year Easement and Current Deed search will be ordered and billed as a reimbursable. If boundary monuments do not match within tolerance of the provided plans and survey, additional work authorization will be required.

Fees (excluding reimbursables)…….…$2,500

- **Easement Documents (5 parcels)**

CEI shall provide exhibit & description for the proposed easements. CEI will utilize the standard easement document provided by the city of Bentonville and insert the description and exhibit describing the location of the easements to allow for recording by the city of Bentonville. Typical fee for easement description and exhibit is $900. Fee below is based on 5 parcels. Any additional parcel easement exhibits, and descriptions will require an extra work authorization to be executed.

Fees ($900 per parcel, estimated 5 parcels)……...$4,500

- **Easement Acquisition (5 parcels)**

CEI shall provide the services necessary to acquire project Rights-of-Way, Easements, and fee simple acquisitions, necessary for the construction and operation of this project as detailed below, any additional easement acquisition will require additional fees:

  - **Title Research**

    Research using County records to identify property owners affected by project. Engage a title company to complete title reports confirming property ownership prior to negotiation efforts.

  - **Negotiations**

    Make initial offers to affected landowners based upon project plans, right-of-way and easement descriptions, exhibits, and appraisals. Address property owner concerns regarding project and negotiate settlements.

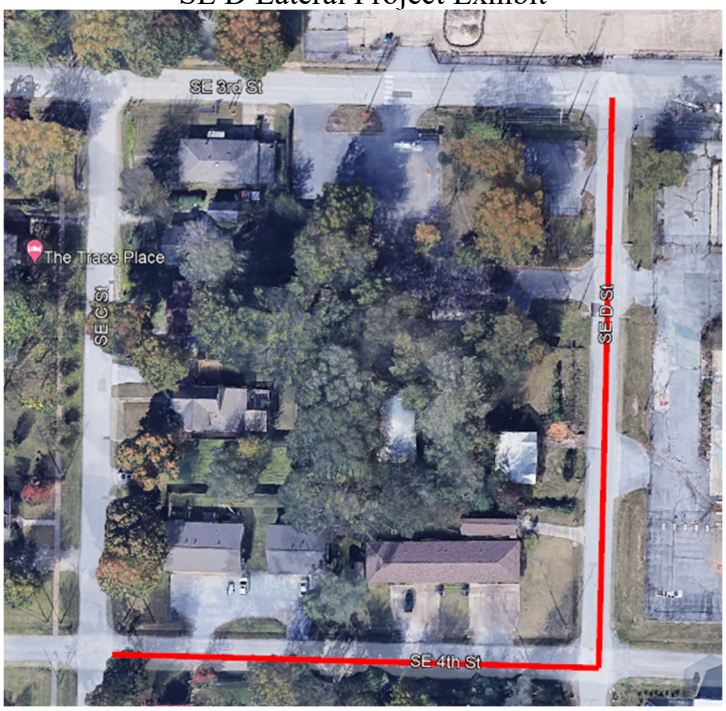
- **Document Preparation and Recording**
  Prepare necessary Rights-of-Way or Easements based upon the City's standard forms for execution by property owners and record executed originals at the appropriate County offices.
- **Condemnation Support**
  Provide support to client's attorney as needed for eminent domain proceedings if settlement cannot be reached on any parcels.

Fees……...$5,500

- **Title 2 Updates**
  - **Labor Costs**
    CEI shall perform construction support services and construction observation for the anticipated duration of the project as noted in the justification of fees. Services include pay application reviews, review and approval of construction submittals, review and approval of change orders, as-built drawings, project management, and final project close out. The original estimate of the SE C Laterals project was to be 3 months, the new estimate of construction time after incorporating the SE D laterals project is 5 months. The attached spreadsheet exhibits the additional labor costs, construction staking, and reimbursables needed to encompass the expanded scope of work.
  - **Construction Staking**
    CEI shall provide construction staking services for proposed storm drainage design only, along the 800 LF route described in the project description earlier in this document, on an as needed basis to be performed hourly per our schedule of charges as stated herein. CEI will provide construction horizontal and vertical control at every 1000 feet.
  - **Reimbursables**
    The scope of services listed above is intended as fee only and does not include reimbursable expenses such as application fees, reprographics, title work, etc. See Reimbursable also include fees for the ADH submittal process.

Labor Costs……..…$50,620
Construction Staking……..…$3,000
Reimbursables……..…$2,051

SE D Lateral Project Exhibit



b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Contract and previous amendments, if any, is modified as follows: [NONE]

c. The responsibilities of Owner with respect to the Contract are modified as follows: [NONE]

d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: [$106,171.00]

e. The schedule for rendering services under this Contract is modified as follows: [NONE]

f. Other portions of the Contract (including previous amendments, if any) are modified as follows: [NONE]

3. Contract Summary (Reference only)

a.	Original Contract amount:	$[171,852.00]
b.	Net change for prior amendments:	$[0.00]
c.	This amendment amount:	$[106,171.00]
d.	Adjusted Contract amount:	$[278,023.00]

The foregoing Contract Summary is for reference only and does not alter the terms of the Contract.

Owner and Engineer hereby agree to modify the above-referenced Contract as set forth in this Amendment. All provisions of the Agreement and Contract not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is January 6th, 2023.

OWNER: CITY OF BENTONVILLE, ARKANSAS		ENGINEER: CEI Engineering Associates, Inc.	
By:	_____	By:	_____
Title:	_____	Title:	VP of Operations
Date Signed:	_____	Date Signed:	_____

Attachment C- Justification of Costs and Fees
January 6th, 2023
SE C Laterals (MUNIS# 21EN0022)

Title II

MANHOURS

TASK	PC	DM	PM	APM	PE	SPE	DEE	DE	SD	CT	CO	TOTAL
General Coordination (City, Contractor, Utility, etc)	2	8	20									30
Pay Application Reviews	2	2	4					8			8	24
Answer Questions During Construction		10	40									50
Field Visit		6	16									22
Half-Time Observation (2 months @ 5 Hr/day)											220	220
Review/Approve Construction Submittals & Change Orders	1	2	6		4			20				33
As-Built Drawings		1	4					12				17
TOTAL MH - Title II	5	29	90	0	4	0	0	40	0	0	228	396

LABOR COSTS

Category - Description	Rate	MH	Amount
PC - Principal-in-Charge	$225.00	5	$1,125
DM - Department Manager	$205.00	29	$5,945
PM - Project Manager	$175.00	90	$15,750
APM - Assistant Project Manager	$145.00	0	$0
PE - Project Engineer	$150.00	4	$600
SPE - Senior Project Engineer	$175.00	0	$0
DEE - Design Engineer	$150.00	0	$0
DE - Designer	$110.00	40	$4,400
SD - Senior Designer	$125.00	0	$0
CT - Cadd Technician	$85.00	0	$0
CO - Construction Observer	$100.00	228	$22,800
		Subtotal Labor Costs	**$50,620**

ITEM	Quantity	Unit	Rate	Amount
SUBCONSULTANTS TITLE II				
SURVEY SERVICES				
Construction Staking (Hourly, as needed, per Schedule of Charges as stated herein, not to exceed)	1	LS	$3,000.00	$3,000
			SUBTOTAL SUBCONSULTANTS TITLE II	**$3,000**

REIMBURSABLES

ITEM	Quantity	Unit	Rate	Amount
Mileage (1 Trip/Bus. Day for 2 months at 2.2 miles)	88	mile	$0.58	$51
Survey Reimbursables	1	LS	$500.00	$500
ROW Acquisition fees: Mileage, Title Work, Recording Fees, etc.	1	LS	$1,000.00	$1,000
ADH Submittal	1	LS	$500.00	$500
			SUBTOTAL REIMBURSABLES	$2,051
			SUBTOTAL TITLE II	**$55,671**

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AMENDMENT WITH CEI FOR ADDITIONAL ENGINEERING AND PROJECT SERVICES FOR THE SE C LATERAL DRAINAGE PROJECT, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SIX THOUSAND ONE HUNDRED SEVENTY-ONE DOLLARS ($106,171.00); AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville entered into an agreement with CEI for the SE C Lateral Drainage Project;

WHEREAS, this amendment is necessary to provide for additional engineering and project services in an amount not to exceed one hundred six thousand one hundred seventy-one dollars ($106,171.00); and

WHEREAS, this amendment will be funded with bond monies.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an amendment to the contract with CEI to provide additional engineering and project services in an amount not to exceed one hundred six thousand one hundred seventy-one dollars ($106,171.00);

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 and APPROVED this _____ day of _____, 2023.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**2/14/2023**
Department	**Transportation**
Submitted by	**Dan Weese**
Phone	**(479) 254-2024**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

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

Resolution allowing the Mayor and City Clerk to sign a professional services agreement with Olsson for engineering and project services for Sidewalk Infill. The cost of this contract will be $300,000.00. This is a budgeted item. No Budget Adjustment is needed.

Estimated Cost	**$300,000.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

Memorandum

To: Mayor and City Council

From: Dan Weese, Deputy Director of Transportation

Date: Tuesday, February 14, 2023

Re: Contract for Sidewalk Infill Projects

Project Description:

The Professional Services Agreement (PSA) with Olsson for this project is $300,000.00.

Staff requests approval of a resolution allowing the Mayor and City Clerk to enter into a PSA with Olsson for this project.

Please contact me with any questions or concerns regarding this PSA or the project as a whole. My telephone number is (479) 254-2024 or I can be reached via email at dweese@bentonvillear.com

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: **2023 SIDEWALK IMPROVEMENTS** ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and **OLSSON, INC.**, hereinafter referred to as "ENGINEER" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this ____ day of _____ , 20 ____ ("EFFECTIVE DATE").

RECITALS:

A. WHEREAS, the CITY has a need to perform capital improvement projects for the City of Bentonville, Arkansas; and

B. WHEREAS, The CITY has selected the ENGINEER and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and

C. WHEREAS, the CITY wishes to contract for Professional Services; and

D. WHEREAS, The ENGINEER has the skill, experience, ability, background, certifications and knowledge to provide these services; and

E. WHEREAS, The ENGINEER wishes to perform such professional services under this AGREEMENT with the CITY.

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

ARTICLE I - PROJECT DESCRIPTION

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

ARTICLE II - SCOPE OF SERVICE

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

ARTICLE III - ADDITIONAL SERVICES

A. Any service outside of the work described herein or included by reference hereto must be pre-approved by the CITY and executed as an AMENDMENT to this AGREEMENT by the Parties prior to any such work being completed; any such AMENDMENT shall be in accordance with the CITY'S purchasing laws and guidelines and may require approval from the Bentonville City Council.

B. ENGINEER shall make no claims for additional services or changes in the services until an AMENDMENT has been fully executed by the Parties.

ARTICLE IV - SCHEDULE OF FEES, SERVICES AND PAYMENT

A. The term of this AGREEMENT shall commence on the EFFECTIVE DATE and shall proceed in accordance with APPENDIX C, "Schedule of Fees and Services, Key Milestones, and Durations for Major Tasks", attached hereto and incorporated herein by reference.

B. The cost of this AGREEMENT shall be in accordance with APPENDIX C.

C. CITY agrees to pay ENGINEER for all services authorized by inclusion in this AGREEMENT which have been properly performed by ENGINEER in accordance with this AGREEMENT.

D. All fees paid to ENGINEER shall be based on invoices submitted by ENGINEER for work performed under this AGREEMENT, less any previous payments. ENGINEER shall submit invoices for services related to this AGREEMENT on a monthly basis.

E. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of the CITY, ENGINEER has not made satisfactory progress on the Project based on the SCOPE. If CITY objects to any portion of an invoice, the CITY shall notify ENGINEER and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and ENGINEER shall immediately make every effort to settle the disputed portion of the invoice.

F. In the event that the CITY becomes credibly informed that any representations of ENGINEER provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to ENGINEER until the inaccuracy and the cause thereof is corrected to the CITY's reasonable satisfaction.

G. If the CITY fails to make any payment, not in dispute, due to ENGINEER within thirty (30) days after receipt of an invoice, then the amount due to the ENGINEER will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, ENGINEER may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until ENGINEER has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE V - INSURANCE

A. ENGINEER shall during the term hereof maintain in full force and effect the following insurance:

1. A comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the ENGINEER's performance of services pursuant to this AGREEMENT with a minimum combined single limit of not less than $1,000,000.00 per occurrence and $2,000,000 in the aggregate for injury to persons (including death), and for property damage;

2. A policy of automobile liability insurance covering any vehicles owned and/or operated by ENGINEER, its officers, agents, and employees, and used in the performance of this AGREEMENT with policy limits of not less than $1,000,000.00 combined single limit and aggregate for bodily injury and property damage;

3. Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of ENGINEER's employees involved in the provision of services under this AGREEMENT with policy limit of not less than $1,000,000.00; and

4. Professional Liability/Errors and Omissions coverage covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than $1,000,000.00.

B. All insurance and certificate(s) of insurance shall contain the following provisions:

1. name CITY as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability/Errors and Omissions coverage; and

2. provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance;

3. provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability/Errors and Omissions coverage.

C. ENGINEER shall provide 30 day written notice to CITY of any material change of or to the insurance required herein.

D. All insurance companies providing the required insurance shall be authorized to transact business in Arkansas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing the required insurance and all endorsements shall be submitted prior to commencement of services.

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

ARTICLE VI - RIGHT OF ACCESS

A. CITY will obtain and/or furnish right-of-access for ENGINEER to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.

B. ENGINEER will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

C. CITY recognizes that ENGINEER's operations and use of equipment may unavoidably alter existing conditions or affect the environment at the PROJECT site. The cost of repairing such damage shall be the responsibility of ENGINEER, at no additional cost to the CITY. In the event that ENGINEER fails to correct such damages, CITY is entitled to utilize CITY forces or other labor to repair the damage; any costs incurred by CITY for such work shall be deducted from the monies due to ENGINEER.

ARTICLE VII - RECORDS AND RETENTION

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by ENGINEER and its ENGINEERs, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. ENGINEER and its ENGINEERs, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the PROJECT DOCUMENTS. Notwithstanding anything to the contrary, CITY shall own, have, and retain all rights, title and interest in and to all PROJECT DOCUMENTS, whether in draft form or final form, which are produced at CITY's request or otherwise produced from ENGINEER's performance of the work described herein for CITY.

B. CITY shall have full authority to reuse, reproduce, publish, disclose and distribute PROJECT DOCUMENTS, as needed, according to Arkansas State Law.

C. ENGINEER shall, upon completion of the services and full payment for the ENGINEER'S services by the CITY, or earlier termination and appropriate compensation as provided by this AGREEMENT, provide the CITY with all PROJECT DOCUMENTS prepared by ENGINEER pursuant to this AGREEMENT in formats requested by the CITY.

D. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this AGREEMENT shall be submitted for approval to the CITY. All instruments of service shall be professionally sealed in accordance to applicable laws or at CITY's request.

E. Acceptance and approval of the PROJECT DOCUMENTS by the CITY shall not constitute nor be deemed a release of the responsibility and liability of ENGINEER, its employees, associates, agents and ENGINEERs for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for any defect in the designs, working drawings and specifications, or other documents prepared by ENGINEER, its employees, contractor, agents and ENGINEERs.

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

ARTICLE VIII - SAFETY

A. CITY agrees to inform ENGINEER of any applicable site safety procedures and regulations known to CITY as well as any special safety concerns or dangerous conditions at the site of which the CITY is aware, which ENGINEER shall communicate to its employees. ENGINEER and its employees shall adhere to such procedures and regulations once notice has been given by the CITY.

B. Unless specifically provided in the SCOPE, ENGINEER shall not have any responsibility for overall job safety at the site. If in the ENGINEER's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ENGINEER may immediately suspend performance until such safety standards can be attained.

C. ENGINEER agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of ENGINEER's performance of this AGREEMENT.

ARTICLE IX - TERMINATION

A. CITY may suspend or terminate this AGREEMENT for cause or without cause at any time by giving written notice to ENGINEER. In the event suspension or termination is without cause, payment to ENGINEER, in accordance with the terms of this AGREEEMENT, will be made on the basis of services reasonably determined by the CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.

B. Should the CITY require a modification of this AGREEMENT with the ENGINEER, and in the event the CITY and ENGINEER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in accordance with the terms of this AAGREEMENT, for the services reasonably determined by the CITY to be properly performed by ENGINEER prior to such termination date.

C. If, for whatever adequate funding is not made available by CITY to support or justify continuation of the level of services to be provided by ENGINEER under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by ENGINEER under this AGREEMENT. In such event, CITY will notify ENGINEER in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

D. In no event shall the CITY pay to ENGINEER fees for termination outside of payment for services reasonably determined by the City to be properly performed prior to termination.

ARTICLE X - INDEMNIFICATION

A. For purposes of this AGREEMENT, ENGINEER agrees it indemnify, defend and hold harmless the CITY, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of ENGINEER, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. ENGINEER is not required hereunder to defend the CITY, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the CITY's negligence

B. Nothing contained herein shall waive any governmental immunity CITY may be entitled to by law.

C. This provision shall survive the termination of this AGREEMENT.

ARTICLE XI - CONTINGENCY CLAUSE

A. The CITY may add a contingency amount to the contract to cover additional services as described in APPENDIX B. Any use of such contingency funds for additional services shall be executed as an AMENDMENT to this AGREEMENT.

B. The Contingency shall in no manner substitute for an official AMENDMENT.

ARTICLE XII - RELATIONSHIP OF THE PARTIES

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

ARTICLE XIII - DISPUTE RESOLUTION

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

ARTICLE XIV - OPINIONS OF PROBABLE COST

A. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, the ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's best judgement. The ENGINEER cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.

B. The CITY understands that the construction cost estimates developed by the ENGINEER do not establish a limit for construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the CITY, the ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XV - APPLICABLE LAWS

ENGINEER shall comply with all Federal, State, Local laws, ordinances, resolutions, specifications, regulations and all other laws or regulations relating or applicable to service to be performed under this AGREEMENT. Interpretation of this AGREEMENT and disputes arising out of or related to this AGREEMENT will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this AGREEMENT will be in the District Court of Benton County, Arkansas.

ARTICLE XVI - PRECEDENCE

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

ARTICLE XVII - SEVERABILITY

A. In the event that one or more provisions contained herein shall, for any reason, be deemed invalid, illegal, void or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect.

B. In the event that any provision hereof is in conflict with any statutory provision of the State of Arkansas, said provision, which may be in conflict therewith, shall be deemed inoperative, null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions; provided, however, that the remaining provisions of this AGREEMENT will be unaffected and will continue to be valid and enforceable.

ARTICLE XVIII - SURVIVAL OF OBLIGATIONS

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

ARTICLE XIX – ENTIRE AGREEMENT

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

The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, **shall not exceed:** Three Hundred Thousand Dollars ($300,000) _____, unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and ENGINEER.

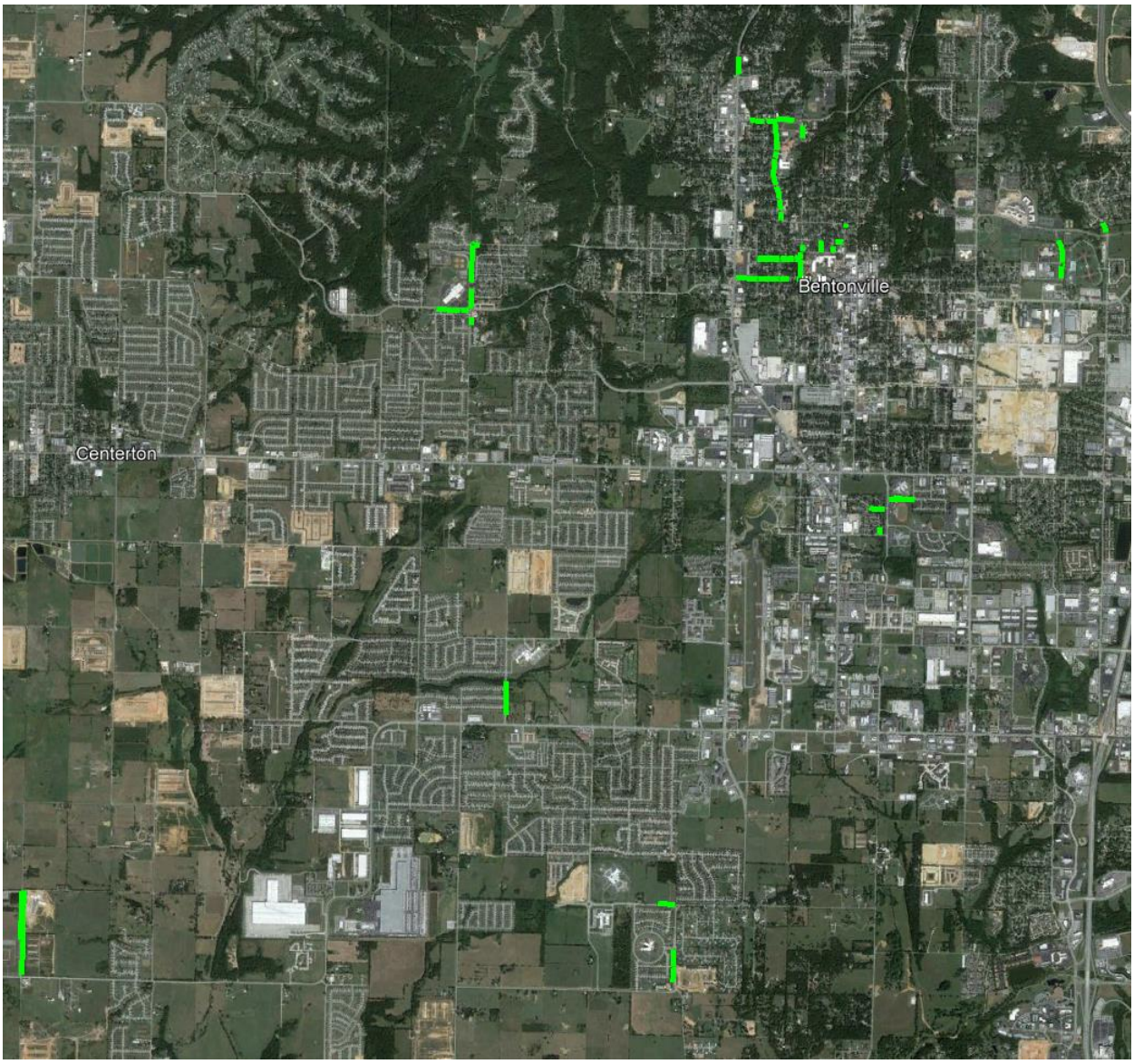
IN WITNESS THEREOF, the CITY and ENGINEER have executed this AGREEMENT, the EFFECTIVE DATE of which is indicated on page 1 of this AGREEMENT.

CITY OF BENTONVILLE	**OLSSON, INC.**
CITY	ENGINEER
	[redacted]
BY	BY
MAYOR	**TECHNICAL LEADER**
TITLE	TITLE
	January 30, 2023
DATE SIGNED	
	[redacted]
	BY
	OFFICE LEADER
	TITLE
	January 30, 2023
	DATE SIGNED

APPENDIX A
PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

CONSTRUCTION OF NEW SIDEWALKS AT VARIOUS LOCATIONS WITHIN BENTONVILLE NOT TO EXCEED THE FOLLOWING LOCATIONS BELOW:



APPENDIX B

SCOPE OF SERVICES

SERVICES BY THE CITY

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

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

SERVICES BY THE ENGINEER

- Meet all requirements of the AGREEMENT including any AMENDMENTS.
- Produce all documents and services needed for the PROJECT, including but not limited to:

  Topographical Surveys, Right-of-Way Surveys, Utility Surveys and Coordination, ARDOT Permitting, Design, Stakeholder Coordination, Bidding Services, Construction Support Services, Project Management Services, Project Closeout.
- Project Management services for the entire life of the project that align with the Project Management Institute Project Management Book of Knowledge Latest Edition.
- All Design and Construction shall conform to Federal, State and Local regulations.
- Coordinate PROJECT with Franchise Utility Companies to assure adequate space for all facilities and timely relocations.
- Coordinate and Furnish approvals and permits from all Regulatory Agencies having jurisdiction over the PROJECT.
- Provide all services relevant to City of Bentonville Plan Review procedures.
- Create and provide all documents for property acquisitions and assist with any layout or staking required.
- Coordinate and facilitate meetings with CITY and Agencies for plan review, project coordination and right-of-way.
- Subcontracting of services by the ENGINEER shall have prior approval of the CITY.

APPENDIX C

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

ENGINEER will provide services outlined in Appendix B in an amount not to exceed $300,000 to be completed no later than December 31, 2023.

Fee is based on 18% of estimated construction budget of $1.7 million, irrespective of the locations provided in Appendix A.

EXCLUSIONS include, but are not limited to, the following:

- Traffic studies
- Environmental services, including:
    - NEPA documentation
    - Section 404 permitting
    - Wetland mitigation services
    - Cultural surveys
    - Threatened and endangered species surveys
    - Archeology surveys
- FEMA modeling
- Landscape design
- Retaining wall design
- Lighting design
- Traffic control or detour plans
- Right-of-way acquisition services
- Any services not specifically included in Appendix B

Olsson 2023 Billing Rate Schedule

Description	Range
Principal	$140.00 - $463.00
Project Manager	$129.00 - $254.00
Project Professional	$104.00 - $237.00
Assistant Professional	$71.00 - $173.00
Designer	$90.00 - $210.00
CAD Operator	$59.00 - $133.00
Survey	$56.00 - $181.00
Construction Services	$49.00 - $254.00
Administrative/Clerical	$47.00 - $159.00

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

Classification	Cost
Automobiles (Personal Vehicle)	$0.655/mile*
Suburban's and Pick-Ups	$0.75/mile*
Automobiles (Olsson Vehicle)	$95.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH OLSSON FOR ENGINEERING AND PROJECT SERVICES FOR THE SIDEWALK INFILL PROJECTS, IN AN AMOUNT NOT TO EXCEED THREE HUNDRED THOUSAND DOLLARS ($300,000.00); AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville solicited qualifications for engineering for the City Sidewalk Infill Projects;

WHEREAS, Olsson was selected for the Sidewalk Infill Projects in accordance with State law and City purchasing policy; and

WHEREAS, this agreement is for engineering and project services in an amount not to exceed three hundred thousand dollars ($300,000.00).

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into a contract with Olsson for engineering and project services related to the Sidewalk Infill Projects in an amount not to exceed three hundred thousand dollars ($300,000.00);

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 and APPROVED this _____ day of _____, 2023.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**2/14/2023**
Department	**Parks and Recreation**
Submitted by	**Josh Stacey**
Phone	**(479) 696-0204**

Item Type: (*Check Applicable Item Type)*

☑ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

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

Resolution approving a budget adjustment for Parks and Recreation, in the amount of $14,656.00, recognizing revenue from the Bentonville Advertising and Promotion Commission for final payment for the Upper Cut art installation at Creekside Park. Budget Adjustment to recognize donation.

Estimated Cost	**$14,656**
Is this Item Budgeted?	☐ Yes ☑ No

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

Budget Adjustment Request

Date of City Council Meeting	**2/14/2023**
Department	**Parks and Recreation**
Submitted by	**Josh Stacey**
Phone	**(479) 696-0204**

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

Resolution approving a budget adjustment for Parks and Recreation, in the amount of $14,656.00, recognizing revenue from the Bentonville Advertising and Promotion Commission for final payment for the Upper Cut art installation at Creekside Park.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
105030	47390	Improv Other than Bldg/Other		$ 14,656.00
105030	37030	Adv & Promo Contributions	$ 14,656.00	
		Totals	$ 14,656.00	$ 14,656.00
		Net Impact on Fund Balance	$	-

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

Memo

To:	City Council, Mayor Orman
From:	Josh Stacey, Recreation Services Manager
Through:	David Wright, Parks and Recreation Director
Date:	February 9, 2023
Re:	Resolution approving a budget adjustment for Parks and Recreation, in the amount of $14,656, recognizing revenue from the Bentonville Advertising and Promotion Commission for final payment for the Upper Cut art installation at Creekside Park.

At the October 11, 2022 City Council meeting, City Council approved the installation of the Upper Cut art piece at Creekside Park. Originally, we planned to pay for this project via city funds. However, after visiting with our partners at Visit Bentonville, we determined the project was best funded from them. The initial payment was made to the directly to the artist from the A&P Commission.

The project however, is being managed by Parks and Recreation as part of the Creekside Park project. Parks is handling all communication and set up with the artist. Once the artist arrives in town, they will work with our Park Planner regarding construction.

Because this project has multiple payments and the level of cooperation between the City and the Artist, and part of a larger project, Visit Bentonville asked if they could pay the balance to Parks and Rec and we manage the project (including payments) until it is completed. Visit Bentonville has provided the City with a check in the value of $14,656. At the completion of the project, we will simply pay the artist and can close the contract.

We anticipate this project to be completed at, or around, the same time as the park project in Spring 2023.

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

RESOLUTION NO. _____

A RESOLUTION RECOGNIZING A DONATION FROM THE BENTONVILLE ADVERTISING AND PROMOTION COMMISSION IN THE AMOUNT OF FOURTEEN THOUSAND SIX HUNDRED FIFTY-SIX DOLLARS ($14,656.00); ADJUSTING THE 2023 BUDGET TO RECOGNIZE THE SAME TO ACCOUNT #105030-37030 – ADVERTISING AND PROMOTION CONTRIBUTIONS; APPROPRIATING THE SAME INTO ACCOUNT #105050-47390 – IMPROVEMENT OTHER THAN BUILDING; AND FOR OTHER PURPOSES.

WHEREAS, on October 11, 2022, the City Council approved a resolution endorsing the installation of artwork titled "Upper Cut" by artist Alvaro Bonfiglio at Creekside Park;

WHEREAS, it was initially planned for this project to be funded through the City's Public Art Advisory Committee's budget;

WHEREAS, Bentonville Advertising and Promotion Commission has offered to fund this project and has made the initial payment to the artist;

WHEREAS, since the Parks and Recreation Department is managing this installation, the Bentonville Advertising and Promotion Commission is donating the remaining cost of agreement to the City to be paid out upon completion.

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

Section 1: That the donation from the Bentonville Advertising and Promotion Commission, in the amount of fourteen thousand six hundred fifty-six dollars ($14,656.00), is accepted for use by the Bentonville Parks and Recreation Department for finalization of the "Upper Cut" art installation;

Section 2: The 2023 Budget is adjusted to recognize fourteen thousand six hundred fifty-six dollars ($14,656.00) in donated funds into Account #105050-37030 – Advertising and Promotion Contributions and appropriating the same to Account #105050-47390 – Improvement Other than 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 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 _____, 2023.

APPROVED:

Attest:

_____
STEPHANIE ORMAN, MAYOR

_____
KIRBY ROMINES, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**2/14/2023**
Department	**Parks and Recreation**
Submitted by	**Josh Stacey**
Phone	**(479) 696-0204**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

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

Resolution authorizing the Mayor and City Clerk to accept a donation in the amount of $12,409.18 from Mr. James Garber. No Budget Adjustment is needed.

Estimated Cost	**NA**
Is this Item Budgeted?	☐ Yes ☑ No

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

Memo

To:	City Council, Mayor Orman
From:	Josh Stacey, Recreation Services Manager
Through:	David Wright, Parks and Recreation Director
Date:	January 19, 2023
Re:	Mr. James Garber Donation Acceptance

Resolution authorizing the Mayor and City Clerk to accept a donation in the amount of $12,409.18 from The James W Garber CRAT / Trust. .

In October 2022, Bentonville Parks and Recreation received a notification letter from Arvest Wealth Management that Mr. James Garber named our department as a beneficiary of his estate in the amount of $12,409.18. Mr. Garber's request was for this money to be used to benefit our youth sports programs. We will place the full amount in an escrow account until a future date when a proper opportunity can be identified.

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

Attachment:
James Garber Arvest Letter
James Garber Trust Agreement
James Garber Arvest Bank Statememt

October 20, 2022

Bentonville Parks and Recreation
ATTN: David Wright
215 SW A Street.
Bentonville, AR 72712

RE: James Garber CRAT

Dear: Mr. Wright,

On behalf of Arvest Bank and its employees, I offer our sincere sympathy to you on the loss of James W Garber. This letter is intended to provide you with an overview of the estate administration process. I am hopeful it will be a helpful reference throughout the period of administration.

James W. Garber passed away on May 30, 2022. During his lifetime he created The James W. Garber CRAT, dated October 15th, 2001 (collectively referred to herin as "the Trust"). This Trust names Bentonville Parks and Recreation as a remainder beneficiary. Arvest Bank is serving as Trustee of the Trust. A copy of the Trust document is enclosed; I encourage you to review it. (Mr. Garber was predeceased by Joan Hammon, whom you will see reference in the Trust.)

Arvest Bank is responsible for the special duties arising because of Mr. Garber's passing. The duties include administering the assets within Arvest Bank and coordinating with outside professionals, including legal, tax, real estate, and other financial institutions. Please feel free to contact me at 479-621-1843. My associate, Tiffany Zena, will be assisting me in the estate administration process and you can contact her at 479-621-1883 if you cannot reach me. We will do everything possible to merit the confidence Mr. Garber placed in us by naming Arvest Bank in his estate plan.

Legal Documents

Mr. Garber's estate planning documents were prepared by his attorney, Chris Rogers. We will consult, Mr. Rogers if the need arises during the administration of the Trusts.

Investment products and services provided by Arvest Investments, Inc., doing business as Arvest Wealth Management, member FINRA/SIPC, an SEC registered investment adviser and a subsidiary of Arvest Bank. Insurance products made available through Arvest Insurance, Inc., which is registered as an insurance agency. Insurance products are marketed through Arvest Insurance, Inc. but are underwritten by unaffiliated insurance companies. Trust services provided by Arvest Bank.

Investments and Insurance Products: Not a Deposit | Not Guaranteed by the Bank or its Affiliates
Not FDIC Insured | Not Insured by Any Federal Government Agency | May Go Down in Value

Trust Distribution Provisions

The various trust listed below are the estate-planning vehicles, since most of the assets were titled in the Trust name and the main depository provisions for the estate plan are contained in the document.

James W Garber CRAT
-Schedule of Distribution (4) provides for distribution of five percent (5%) to the Bentonville Parks and Recreation Department, designated exclusively to benefit youth sports programs, located in Bentonville, Arkansas.

Assets and Liabilities

Arvest Bank will handle all aspects of settling this estate. I think you will find this to be very beneficial as it allows you to go about your daily life and leave the work to us. A major part of our job is the discovery and collection of all assets, and the discovery and payment of all debts, taxes and expenses.

Assets

At this time, the known assets owned by the Trusts include.

James Garber CRAT- $254,260.98

These are comprised of bank and investment accounts here at Arvest Bank. As assets are received, the monies are deposited into an interest-bearing money market account here in the Trust department. You will see this listed on the statement you will soon start receiving quarterly.

Debts

We will be paying any debts of Mr. Garber's that we discover from the James W. Garber Revocable Trust.

Investment products and services provided by Arvest Investments, Inc., doing business as Arvest Wealth Management, member FINRA/SIPC, an SEC registered investment adviser and a subsidiary of Arvest Bank. Insurance products made available through Arvest Insurance, Inc., which is registered as an insurance agency. Insurance products are marketed through Arvest Insurance, Inc. but are underwritten by unaffiliated insurance companies. Trust services provided by Arvest Bank.

Investments and Insurance Products: Not a Deposit | Not Guaranteed by the Bank or its Affiliates
Not FDIC Insured | Not Insured by Any Federal Government Agency | May Go Down in Value

Distributions

The most convenient method for the payment of distributions is by ACH (automatic transfer) to your account. If you prefer this method, please provide the information requested on the attached form. If you do not provide other directions, distributions will be made by check mailed to the address we have for you on record.

I am unable to make any distribution until I have received all requested paperwork back from all beneficiaries and until at least 60 days have passed since opening the Trust account. The paperwork you will need to return is explained later in this letter.

The return of paperwork and receipt of assets into the account will dictate when we will be able to make any initial partial distribution.

Statements

Beginning soon, and quarterly thereafter, you will be sent an Account Statement. The Account Statement will list the assets held in the account on the day the statement is produced, along with their fair market value and other pertinent information. The Account Statement also details all transactions in the account during the reporting period. We encourage you to review these statements since they are designed to keep you apprised of our activities. You have the option of an electronic statement. this will provide more timely information in a secure fashion. Please contact me if you are interested in this option.

Income Taxes

Personal Income Taxes

Arvest will be responsible for filing Mr. Garber's Final Personal Income Tax Returns. We will sign the returns in our fiduciary capacity and pay any tax due from the Trust assets as an expense of administration. We will continue to use the accountant Mr. Garber used.

Fiduciary Income Taxes

The trust becomes a separate entity for tax reporting. We will prepare and file the required fiduciary income tax returns. Your organization will receive **IRA Form K-1** from Arvest Bank during the first quarter of each year following a year in which the organization received a distribution from the Trust. You should provide this to your organization's accountant.

Investment products and services provided by Arvest Investments, Inc., doing business as Arvest Wealth Management, member FINRA/SIPC, an SEC registered investment adviser and a subsidiary of Arvest Bank. Insurance products made available through Arvest Insurance, Inc., which is registered as an insurance agency. Insurance products are marketed through Arvest Insurance, Inc. but are underwritten by unaffiliated insurance companies. Trust services provided by Arvest Bank.

Investments and Insurance Products: Not a Deposit | Not Guaranteed by the Bank or its Affiliates
Not FDIC Insured | Not Insured by Any Federal Government Agency | May Go Down in Value

Fees

We have enclosed our applicable fee schedules for your reference.

Conclusion

To complete our records, we need to confirm your organization's name, address, and employer identification number. Please complete, sign, and return the enclosed Form W-9 in the return envelope provided along with a copy of the IRS Determination Letter confirming your organization's tax-exempt status. These will need to be returned before funds are distributed.

I hope the information in this letter is useful to you, and I appreciate your taking the time to read it. I look forward to working with you in the months ahead.

If there are any issues regarding this estate that I have not addressed, please contact me by phone. I will settle the estate as quickly and efficiently as possible.

Again, I want to encourage you to call with any questions you may have during the closing of this account. Both my business card and my assistant's business card are attached for your convenience. Either of us can usually address any question you might have.

[redacted]

Matthew Koll, CFP®
VP, Trust Officer
Arvest Bank

cc: enclosures
** ACH Authorization Agreement Form #861

Investment products and services provided by Arvest Investments, Inc., doing business as Arvest Wealth Management, member FINRA/SIPC, an SEC registered investment adviser and a subsidiary of Arvest Bank. Insurance products made available through Arvest Insurance, Inc., which is registered as an insurance agency. Insurance products are marketed through Arvest Insurance, Inc. but are underwritten by unaffiliated insurance companies. Trust services provided by Arvest Bank.

Investments and Insurance Products: Not a Deposit | Not Guaranteed by the Bank or its Affiliates
Not FDIC Insured | Not Insured by Any Federal Government Agency | May Go Down in Value

RESOLUTION NO. _____

A RESOLUTION RECOGNIZING A DONATION FROM "THE JAMES W. GARBER CRAT", TO THE CITY OF BENTONVILLE PARKS AND RECREATION DEPARTMENT, IN THE AMOUNT OF TWELVE THOUSAND FOUR HUNDRED NINE DOLLARS AND EIGHTEEN CENTS ($12,409.18); AND FOR OTHER PURPOSES.

WHEREAS, James W. Garber, who passed away on May 30, 2022, created The James W. Garber CRAT ("the Trust");

WHEREAS, the Trust names Bentonville Parks and Recreation as a beneficiary in the amount of twelve thousand four hundred nine dollars and eighteen cents ($12,409.18); and

WHEREAS, Mr. Garber intended this money be used to benefit the City's youth sports programs.

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

Section 1: That the donation from The James W. Garber CRAT, in the amount of twelve thousand four hundred nine dollars and eighteen cents ($12,409.18), is accepted for use by the Bentonville Parks and Recreation Department;

Section 2: That this donation will be used for the City's youth sports programs;

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; an3

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 _____, 2023.

APPROVED:

_____
STEPHANIE ORMAN, MAYOR

Attest:

_____
KIRBY ROMINES, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**2/14/2023**
Department	**Parks and Recreation**
Submitted by	**Scott Mendenhall**
Phone	**(479) 271-3190**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

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

Ordinance for City Council approval amending the City of Bentonville's 2023 Pay Plan reclassifying one (1) position from Parks Maintenance Worker III to a Crew Leader, with an emphasis on Sports Fields. No Budget Adjustment required.

Estimated Cost	**$4,596**
Is this Item Budgeted?	☐ Yes ☑ No

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

Parks and Recreation's 2023 budget can absorb this estimated cost. These funds will be budgeted in future years.

Memo

To: City Council Members and Mayor Orman

Thru: David Wright, Parks and Recreation Director

From: Scott Mendenhall, Park Maintenance Manager

Date: January 25, 2023

Re: City Council approval of an ordinance amending the pay play allowing to reclassifying one (1) Parks Maintenance Work III to a Crew Leader, with an emphasis on Sports Fields

---

Parks and Recreation staff is requesting City Councils' approval of Ordinance to regrade position from Parks Maintenance Worker III to a Crew Leader, with an emphasis on Sports Fields.

Historically, the sports field team has not had a crew leader, instead operating under the umbrella of our Grounds Maintenance Crew. However, this area of our maintenance team has grown and will continue to experience growth as the department adds a cricket pitch, and expanded complex at Phillips Park.

Additionally, their realm of responsibility continues to increase along with the phenomenal growth of sports participants and tournaments. In less than ten years, Parks and Recreation youth soccer doubled from 1,200 to 2,500 youth participants and from 100 to 221 teams, respectively. In the same time frame adult soccer has also flourished from 96 to over 500 participants and 6 to 32 teams respectively. Baseball and softball tournaments, which typically begin on Fridays and end on Sunday and often draw up to 100 teams and thousands of spectators, have also doubled over the same time period with over 30 tournaments.

Subsequently, we have identified a significant need for a Crew Leader that can navigate, communicate and be accountable to a variety of channels including supervision, other maintenance teams, recreation staff, participants, tournament directors, umpires, coaches and spectators. The Crew Leader will also guide the team in their pursuit of preparing, maintaining and preserving the best and safest sports surfaces possible under challenging conditions.

Our request does not add additional head count to the City. It only reclassifies a positons from an existing Parks Maintenance Worker III (Grade 16) to Crew Leader (Grade 19). The cost of this upgrade is $4,596. This dollar figure can be absorbed in the current Parks and Recreation Budget for 2023. No new funds are needed for this change.

If you have any questions regarding this item, please email me at smendenhall@bentonvillear.com, or call 479.271.3190.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE PAY PLAN FOR THE CITY OF BENTONVILLE PARKS AND RECREATION DEPARTMENT TO RECLASSIFY THE POSITION OF PARKS MAINTENANCE WORKER III TO CREW LEADER; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, historically the City's sports field team has not had a crew leader and has operated under the Grounds Maintenance Crew umbrella;

WHEREAS, the growth of this department, and expected continued growth due to the addition of a cricket pitch and expansion of the Phillips Park complex, necessitates the addition of a Crew Leader;

WHEREAS, this position reclassification allows for the creation of a Crew Lead to navigate and oversee the daily management of the field team as well as communicate with third parties using the City's sports fields; and

WHEREAS, the cost of this reclassification is four thousand five hundred ninety-six dollars ($4,596.00); however, a budget adjustment is not required for this reclassification as the additional cost can be absorbed in the 2023 Parks and Recreation budget.

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

Section 1: The Pay Plan for the City of Bentonville should be and is hereby amended to include the following:

Position Reclassification:

Replace Parks Maintenance Worker III	Grade 16
Add Crew Leader	Grade 19

Section 2 - Emergency Clause: The need to make this change is immediate, so as to fill this position and not delay implementation, 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.

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 _____, 2023.

APPROVED:

Attest:

_____
STEPHANIE ORMAN, Mayor

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**2/14/2023**
Department	**Parks and Recreation Department**
Submitted by	**Wade Tomlinson**
Phone	**(479) 271-3392**

Item Type: (*Check Applicable Item Type)*

☑ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☑ Bid Award

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

Resolution for City Council approval of bid award IFB 22-92, to Milestone Construction, in the amount of $1,700,061.28 plus a 10% contingency on the parking lot of $134,799.00, for a total of $1,834,860.28, for a new parking lot, trail connection, restroom, and playground at Bella Vista Lake Park. A budget adjustment to recognize FEMA funds.

Estimated Cost	**$1,834,860**
Is this Item Budgeted?	☑ Yes ☐ No

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

The improvements are funded via grant from the Walton Family Foundation and funds from FEMA.

Budget Adjustment Request

Date of City Council Meeting	**2/14/2023**
Department	**Parks and Recreation**
Submitted by	**Wade Tomlinson, Parks Planner**
Phone	**(479) 271-3392**

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

Budget Adjustment to accept a FEMA grant through the Arkansas Department of Emergency Management in the amount of $645,463.45, for the Lake Bella Vista Parking Lot Improvements Project. The balance of the Project will be paid using remaining funds from the 2019 Razorback Greenway Improvement Grant, totaling $1,189,396.83.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
105030	33110	Federal Direct Grant	$ 645,463.45	
105030	47390	Improv Other than Bldg / Other		$ 1,834,860.28
		Totals	$ 645,463.45	$ 1,834,860.28
		Net Impact on Fund Balance	$	(1,189,396.83)

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

Memo

To:	City Council, Mayor Orman
From:	Wade Tomlinson, Parks Planner
Thru:	David Wright, Parks and Recreation Director
Date:	February 14, 2023
Re:	Bid Award IFB 22-92 Lake Bella Vista Parking Lot Improvements

---

Parks and Recreation Staff is requesting City Council's approval to award IFB 22-92 in the amount of $1,700,061.28 plus contingency of $134,799, for a grand project total of $1,834,860.28, to Milestone Construction for the purchase of materials, labor and services to construct Lake Bella Vista Parking Lot area improvements. This project includes a new parking lot, trail connection, restroom, and playground.

The project scope will include a much improved and organized parking area. This change removes impervious asphalt surface in return for landscape areas better that absorb rainwater. A new playground and restroom facility will be installed. New trees and trail connections are included as well.

Funds from this project comes from two sources. First, we intend to use the balance of the Razorback Greenway Improvements (2019) grant from the Walton Family Foundation. This amount is $1,189,396.83. The balance of $645,463.17 is funded by FEMA. Arkansas Department of Emergency Management, who administers the funds from FEMA, has approved the bid and authorized us to move forward.

After council approval construction will begin after contracts and bonds have been received and approved by the purchasing department. The project has a 9-month construction time frame. The improved areas are expected to be open in the Fall if 2023.

If you have any questions regarding this item, please let me know. Please call me at 271-3392 or email wtomlinson@bentonvillear.com.

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	12/13/2022	Time of Bid Opening:	2:00 PM	Solicitation ID Number:	IFB-22-92

Solicitation Title: NE Lake Bella Vista Parking Lot

				Bidders:	Benchmark Construction		Milestone Construction Company, LLC	
PAY ITEM	**DESCRIPTION**	**TOTAL REQUIRED**	**UNIT**		**UNIT COST**	**EXTENDED PRICE**	**UNIT COST**	**EXTENDED PRICE**
1	Mobilization and Staking	1	LS		$99,601.00	$99,601.00	$10,752.00	$10,752.00
2	Silt Fence	725	LF		$3.87	$2,805.75	$12.65	$9,171.25
3	Curb Inlet Protection/Rock Check Dams	1	LS		$12,900.00	$12,900.00	$3,795.00	$3,795.00
4	Tree Protection	700	LF		$4.30	$3,010.00	$6.32	$4,424.00
5	Demolition and Haul Off	9,689	SY		$29.22	$283,112.58	$11.38	$110,260.82
6	Remove and Relocate Existing Structures	11	EA		$2,470.00	$27,170.00	$2,764.08	$30,404.88
7	Earth Work	381	CY		$8.95	$3,409.95	$31.63	$12,051.03
8	Select Fill	3,262	CY		$35.14	$114,626.68	$44.28	$144,441.36
9	Class 7 Base	1,471	CY		$104.26	$153,366.46	$63.25	$93,040.75
10	ADA Accessible Ramp	2	EA		$875.00	$1,750.00	$506.00	$1,012.00
11	Concrete Sidewalk	219	CY		$1,055.39	$231,130.41	$719.10	$157,482.90
12	Concrete Pavement	596	CY		$727.10	$433,351.60	$634.25	$378,013.00
13	Stone Mulch	552	SY		$19.80	$10,929.60	$22.77	$12,569.04
14	Decomposed Granite	68	SY		$62.21	$4,230.28	$70.84	$4,817.12
15	Fabricated Steel Wheel Stops	28	EA		$251.79	$7,050.12	$167.17	$4,680.76
16	Vertical Curb	2,033	LF		$33.00	$67,089.00	$28.94	$58,835.02
17	Ribbon Curb	351	LF		$61.99	$21,758.49	$20.19	$7,086.69
18	Pavement Markings & Signage	1	LS		$18,380.00	$18,380.00	$22,896.50	$22,896.50
19	Sod	7,919	SY		$8.71	$68,974.49	$9.27	$73,409.13
20	Trees (2" Caliper)	6	EA		$400.00	$2,400.00	$445.28	$2,671.68
21	Trees (2.5" Caliper)	57	EA		$487.20	$27,770.40	$550.28	$31,365.96
22	Native Grass	773	EA		$19.04	$14,717.92	$21.51	$16,627.23
23	Heavy Duty Rip Rap	26	SY		$74.42	$1,934.92	$126.50	$3,289.00
24	Junction Box	1	EA		$11,321.75	$11,321.75	$7,084.00	$7,084.00
25	12" Nyloplast Basin	3	EA		$4,213.60	$12,640.80	$2,530.00	$7,590.00
26	Precast Concrete Headwall	3	EA		$551.05	$1,653.15	$1,391.50	$4,174.50
27	8" HDPE Pipe (Perforated)	136	LF		$108.04	$14,693.44	$31.63	$4,301.68
28	8" HDPE Pipe (Solid)	77	LF		$108.04	$8,319.08	$31.63	$2,435.51
29	12" HDPE Pipe	132	LF		$108.04	$14,261.28	$25.30	$3,339.60
30	18" RCP Drainage Pipe	201	LF		$132.74	$26,680.74	$63.25	$12,713.25
31	24" RCP Drainage Pipe	114	LF		$132.74	$15,132.36	$94.88	$10,816.32
32	Playground Equipment	1	LS		$159,061.10	$159,061.10	$140,503.55	$140,503.55
33	Installation of Playground Equipment	1	LS		$39,096.20	$39,096.20	$44,961.14	$44,961.14
34	Prefabricated Restroom	1	LS		$58,114.50	$58,114.50	$66,708.13	$66,708.13
35	Installation of Prefabricated Restroom	1	LS		$5,805.00	$5,805.00	$5,692.50	$5,692.50
36	Combination Inlet	3	EA		$12,699.41	$38,098.23	$6,957.50	$20,872.50
37	Synthetic Turf	541	SY		$156.24	$84,525.84	$174.13	$94,204.33
38	Solar Powered Internal and External Light System for Restroom	1	LS		$2,090.00	$2,090.00	$14,109.81	$14,109.81
39	Frost-Proof Yard Hydrant	1	EA		$10,965.00	$10,965.00	$12,046.95	$12,046.95
40	5' x 5' River Cobble Pad	1	EA		$451.50	$451.50	$442.75	$442.75
41	Materials Testing	1	LS		$19,350.00	$19,350.00	$6,325.00	$6,325.00
42	Site Safety Control	1	LS		$9,675.00	$9,675.00	$3,162.50	$3,162.50
43	6' Chainlink Construction Fence	885	LF		$9.85	$8,717.25	$7.59	$6,717.15
44	Irrigation System	1	LS		$38,055.00	$38,055.00	$37,317.50	$37,317.50
45	Water Meter, Service and RPZ	1	LS		$2,967.00	$2,967.00	$1,445.49	$1,445.49
	Total Bid Price				$2,193,143.87		$1,700,061.28	
					Pay Item 9 Extended Price corrected during Bid Evaluation.		Pay Item 25 Extended Price corrected during Bid Evaluation.	

purchasing@bentonvillear.com - (479) 271-3115

IFB-22-92 UNIT PRICES – BID FORM (ADDENDUM 6)

Unit prices: If the required quantities of the items listed below are increased or decreased by change order, the unit prices set forth below shall apply to such quantities.

NE Lake Bella Vista Parking Lot - City of Bentonville

PAY ITEM	DESCRIPTION	TOTAL REQUIRED	UNIT	UNIT COST	EXTENDED PRICE
1	Mobilization and Staking	1	LS	10,752.00	10,752.00
2	Silt Fence	725	LF	12.65	9,171.25
3	Curb Inlet Protection/Rock Check Dams	1	LS	3,795.00	3,795.00
4	Tree Protection	700	LF	6.32	4,424.00
5	Demolition and Haul Off	9,689	SY	11.38	110,260.82
6	Remove and Relocate Existing Structures	11	EA	2,764.04	30,404.88
7	Earth Work	381	CY	31.68	12,069.03
8	Select Fill	3,262	CY	44.28	144,441.36
9	Class 7 Base	1,471	CY	63.25	93,040.75
10	ADA Accessible Ramp	2	EA	506.00	1012.00
11	Concrete Sidewalk	219	CY	719.10	157,482.90
12	Concrete Pavement	596	CY	634.25	378,013.00
13	Stone Mulch	552	SY	22.77	12,569.04
14	Decomposed Granite	68	SY	70.84	4,817.12
15	Fabricated Steel Wheel Stops	28	EA	167.17	4,680.76
16	Vertical Curb	2,033	LF	28.94	58,835.02
17	Ribbon Curb	351	LF	20.19	7,086.69
18	Pavement Markings & Signage	1	LS	22,896.50	22,896.50
19	Sod	7,919	SY	9.27	73,409.13
20	Trees (2" Caliper)	6	EA	445.28	2,671.68
21	Trees (2.5" Caliper)	57	EA	550.28	31,365.96
22	Native Grass	773	EA	21.51	16,627.23
23	Heavy Duty Rip Rap	26	SY	126.50	3,289.00
24	Junction Box	1	EA	7,084.00	7,084.00
25	12" Nyloplast Basin	3	EA	2,530.00	2,530.00
26	Precast Concrete Headwall	3	EA	1,391.50	4,174.50
27	8" HDPE Pipe (Perforated)	136	LF	31.63	4301.68
28	8" HDPE Pipe (Solid)	77	LF	31.63	2435.51
29	12" HDPE Pipe	132	LF	25.30	3,339.60
30	18" RCP Drainage Pipe	201	LF	63.25	12,713.25
31	24" RCP Drainage Pipe	114	LF	94.86	10,814.32
32	Playground Equipment Bidder mark here if as specified: X Bidder specify manufacturer and part number(s) here if alternate/equivalent is being proposed: _____ _____	1	LS	140,503.55	140,503.55
33	Installation of Playground Equipment	1	LS	44,961.14	44,961.14
34	Prefabricated Restroom Bidder mark here if as specified: X Bidder specify manufacturer and part number(s) here if alternate/equivalent is being proposed: _____ _____	1	LS	160,708.13	160,708.13
35	Installation of Prefabricated Restroom	1	LS	5692.50	5,692.50
36	Combination Inlet	3	EA	6,957.50	20,872.50

PAY ITEM	DESCRIPTION	TOTAL REQUIRED	UNIT	UNIT COST	EXTENDED PRICE
37	Synthetic Turf Bidder mark here if as specified: X Bidder specify manufacturer and part number(s) here if alternate/equivalent is being proposed: _____ _____	541	SY	174.13	94,204.33
38	Solar Powered Internal and External Light System for Restroom Bidder mark here if as specified: X Bidder specify manufacturer and part number(s) here if alternate/equivalent is being proposed: _____ _____	1	LS	14,109.81	14,109.81
39	Frost-Proof Yard Hydrant	1	EA	12,046.95	12,046.95
40	5' x 5' River Cobble Pad	1	EA	442.75	442.75
41	Materials Testing	1	LS	6325.00	6325.00
42	Site Safety Control	1	LS	3162.50	3162.50
43	6' Chainlink Construction Fence	885	LF	7.59	6717.15
44	Irrigation System	1	LS	37,317.50	37,317.50
45	Water Meter, Service and RPZ	1	LS	1445.49	1445.49

Total Bid Price (written in figures)	$ 1,700,061.28
Total Bid Price (written in words)	One Million Seven hundred Thousand Sixty one dollars and Twenty Eight cents
Contingency: 15% of Total Bid Price (Total Bid Price*0.15) To be verified during Bid Evaluation	$ 255,009.19

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of several kinds called for.

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

EXECUTION OF BID PAGE (REQUIRED)

Upon signing this Bid, the Bidder certifies that he/she has read and agrees to the requirements set forth in this Bid proposal including specifications, conditions and pertinent information regarding the articles being Bid on, and agrees to furnish these articles at the prices stated. All information on this page must be completed.

Unsigned Bids will be rejected - no exceptions.

Name of Firm: Milestone Construction Company, LLC **Phone Number:** 479-751-3560

Business Address (Full Street/City/State/Zip): 2002 S. 48th Street Suite A Springdale, AR 72762

Is this address able to accept mail deliveries (for the purpose of returning Bid bonds etc.): X **Yes** __ **No**

Name of Contact Person: Erin Metcalf **Email:** emetcalf@mstonecc.com

Signature of Authorized P [redacted] **Date:** 12/12/22

Printed or Typed Name: Sam R. Hollis **Title:** President

Arkansas Contractor's License Number: 0156050423 (REQUIRED)

Sales or Use Tax ID Number: 14-1916629

Bid Bond Included: X **Yes** ___ **No** (REQUIRED)

[This space has been intentionally left blank]

Search Incorporations, Cooperatives, Banks and Insurance Companies

This is only a preliminary search and no guarantee that a name is available for initial filing until a confirmation has been received from the Secretary of State after filing has been processed Please review our NAME AVAILABILITY GUIDELINES HERE prior to searching for a new entity name.

Printer Friendly Version

LLC Member information is now confidential per Act 865 of 2007

Use your browser's back button to return to the Search Results

Begin New Search

For service of process contact the Secretary of State's office.

Corporation Name	MILESTONE CONSTRUCTION COMPANY, LLC
Fictitious Names	
Filing #	800044464
Filing Type	Limited Liability Company
Filed under Act	Domestic LLC; 1003 of 1993
Status	Good Standing
Principal Address	
Reg. Agent	SAM R. HOLLIS
Agent Address	2002 S. 48TH ST. SPRINGDALE, AR 72762
Date Filed	10/20/2004
Officers	SEE FILE, Incorporator/Organizer GINA R. MORAN , Tax Preparer
Foreign Name	N/A
Foreign Address	
State of Origin	N/A

Purchase a Certificate of Good Standing for this Entity

Pay Franchise Tax for this corporation

License No. 0156050423 ID #19266

State of Arkansas

Commercial Contractors Licensing Board

MILESTONE CONSTRUCTION COMPANY, LLC
2002 S 48TH ST
SPRINGDALE, AR 72762

This is to Certify That MILESTONE CONSTRUCTION COMPANY, LLC

is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

BUILDING
- (COMMERCIAL & RESIDENTIAL)

This contractor has an unlimited suggested bid limit.

from May 20, 2022 **until** April 30, 2023 **when this Certificate expires.**

Witness our hands of the Board, dated at North Little Rock, Arkansas:

GREAT SEAL OF THE STATE OF ARKANSAS

[redacted]

CHAIRMAN

SECRETARY

May 20, 2022 - dsa

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/05/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Sterling Seacrest Pritchard
P O Box 16445
Little Rock AR 72231

CONTACT NAME: Marla Williams
PHONE (A/C, No, Ext): (501) 478-2962 **FAX (A/C, No):** (501) 251-1200
E-MAIL ADDRESS: marlaw@sspins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Amerisure Mutual Insurance Co	23396
INSURER B: Atlantic Specialty Ins Company	27154
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Milestone Construction Co., LLC
2002 South 48th Street
Springdale AR 72762

COVERAGES **CERTIFICATE NUMBER:** 22/23 All Lines **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Blanket Contractual Liability [X] XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	CPP20262171802	12/01/2022	12/01/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	CA20262141802	12/01/2022	12/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	Y	Y	CU20336521602	12/01/2022	12/01/2023	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC20262351702	12/01/2022	12/01/2023	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Blanket Builders Risk			7900210100006	12/01/2022	12/01/2023	Limit Per Jobsite	$10,000,000
							Deductible	$2,500
							Wind/Hail Deductible	$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The following applies when required in written contract or agreement: Certificate holder and owner are included as additional insureds on a primary and non-contributory basis with respect to General Liability (including completed operations), Auto Liability. Waiver of subrogation is provided on General Liability, Auto Liability and Workers Compensation.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE [redacted]

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

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

2. DELIVERY

The City of Bentonville requests (specifies) the below completion and or delivery date(s) as indicated by an "x" mark in the applicable field. **If the requested (specified) schedule cannot be met, Bidder must specify the date(s)/schedule that Bidder is able to commit to in the fields provided. Failure to state a date/schedule obligates the Bidder to perform the work or delivery the item(s) or services and complete services within the City's requested timeline.** Alternate or extended delivery dates may be considered when in the best interest of the City.

Estimated Award Date (not guaranteed, subject to change): _____December 13, 2022_____

Delivery/Work-Site Location: _____4901 Veterans Way, Bentonville, AR 72712_____

*Bidders note that a change in the estimated award date will not release Bidder from the specified delivery date(s).

_X__**Construction/Project Specified Date(s): Work Beginning and Completion**

City's Specification:

Work Beginning: The City requests that work begin fifteen (15) calendar days from Notice to Proceed.

Substantial Completion: The City requests that work be substantially complete one hundred ninety-five (195) calendar days from work beginning.

100% Completion: The City requests that work be 100% complete two hundred ten (210) calendar days from work beginning.

Bidder Response: __AS SPECIFIED __ALTERNATE DATES REQUESTED *(REQUIRES COMPLETION OF FIELDS BELOW)*

Alternate Dates Requested: (REQUIRED RESPONSE IF 'ALTERNATE DATES REQUESTED' IS MARKED ABOVE)

Work Beginning: Work will begin within 15 calendar day(s) from Notice to Proceed.

Substantial Completion: Substantial completion will be reached within 180 calendar days from work beginning.

100% Completion: 100% completion will be reached within 210 calendar days from work beginning.

[This Space Has Been Intentionally Left Blank]

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

SECTION 4: BIDDER ACKNOWLEDGEMENTS

Bidders are required to verify that the following required documents and bonds have been included with their Bid submission or will be furnished when due.

Description	Bidder's Initials
Invitation for Bid document, executed with all fields complete and thoroughly reviewed.	
Proof of insurance, or the ability to acquire, as defined herein.	
5% Bid Guarantee, as specified herein.	
APPENDIX A: SUBCONTRACTOR DISCLOSURE (completed, if applicable)	
APPENDIX B: NON-COLLUSION AFFIDAVIT (completed and notarized)	
APPENDIX C: BIDDER QUALIFICATIONS (completed)	
APPENDIX D: CONTRACTOR/VENDOR DISCLOSURE (completed)	
APPENDIX E: SPECIFICATIONS (completed)	
Addenda: Bidders are required to acknowledge all addenda issued for this IFB. Bidders may acknowledge issued addenda either by inclusion in their Bid Submission or by noting the Addendum Number and Date of Issuance below in the fields provided. **ADDENDUM NUMBER** — **DATE OF ISSUANCE** #001 — 10-27-2022 #002 — 11-9-2022 #003 — 11-10-2022 #004 — 11-17-2022 #005 — 11-21-2022 #006 — 12-9-2022	

[This Space Has Been Intentionally Left Blank]

Bid Item Descriptions (Addendum 2)

Item No.	Bid Item	Description
1	Mobilization and Staking	This item shall be bid on a lump sum basis. This item shall include mobilization, staking, and all other appurtenances. Construction entrance and concrete washout shall be included in this item.
2	Silt Fence	This item shall be bid on a linear foot basis. This item shall include the furnishing, installation, and maintenance of silt fence throughout the duration of the project.
3	Curb Inlet Protection/Rock Check Dams	This item shall be bid on a lump sum basis. This item shall include furnishing curb inlet protection and rock check dams, installation, maintenance, and all other appurtenance to comply with erosion control plans.
4	Tree Protection	This item shall be bid on a linear foot basis. This item shall include furnishing tree protection fencing, installation, maintenance, labor, materials, and all other appurenances.
5	Demolition and Haul Off	This item shall be bid on a square foot basis. This item shall include all demolition noted on the demolition plan. This item shall include all demolition, removal/haul off, labor, materials, and all other appurtenances.
6	Remove and Relocate Existing Structures	This item shall include all signs, benches, and other structures that are to be removed and replaced on site. This item shall include removing, replacing, earthwork needed for correct placement, and all other appurtenances.
7	Earth Work	This item shall be bid on a square yard basis. This item shall include all earthwork relative to the project. This item shall include all earthwork, removal of material, labor, materials, and all other appurtenances.
8	Select Fill	This item shall be bid on a square yard basis. This item shall include all select fill needed for the project. This item shall include select fill, labor, materials, and all other appurtenances.
9	Class 7 Base	This item shall be bid on a cubic yard basis. This item shall include Class 7 base, installation, labor, materials, and all other appurtances needed.
10	ADA Accessible Ramp	This item shall be bid on a per each basis. This item shall include furnishing ADA accessible ramps, concrete, forms, labor, materials, and all other appurtenances needed to completely install ADA accessible ramp.
11	Concrete Sidewalk	This item shall be bid on a cubic yard basis. This item will include concrete, forming, reinforcement, labor, materials, and all other appurtenances.
12	Concrete Pavement	This item shall be bid on a cubic yard basis. This item will include concrete, forming, reinforcement, labor, materials, and all other appurtenances.
13	Stone Mulch	This item shall be bid on a square yard basis. This item shall include preparation subgrade, stone mulch, labor, and materials needed to completely install stone mulch.
14	Decomposed Granite	This item shall be bid on a square yard basis. This item shall include preparation subgrade, decomposed granite, labor, and materials needed to completely install decomposed granite.
15	Fabricated Steel Wheel Stops	This item shall be bid on a per each basis. This item shall include furnishing, installation, labor, materials to completely install wheelstops.
16	Vertical Curb	This item shall be bid on a linear foot basis. This item shall include all forming, reinforcement, concrete, labor, and materials needed to completely install vertical curb.

Item No.	Bid Item	Description
17	Ribbon Curb	This item shall be bid on a linear foot basis. This item shall include all forming, reinforcment, concrete, labor, and materials needed to completely install ribbon curb.
18	Pavement Markings & Signage	This item shall be bid on a lump sum basis. This item shall include all pavement markings, signage, installation, labor, materials, and all other appurtenances.
19	Sod	This item shall be bid on a square yard basis. This item shall include the furnishing of all sod, installation, labor, materials, and all other appurtenance needed to completely install sod.
20	Trees (2" Caliper)	This item shall be bid on a per each basis. This item shall include tree, fertilizer tablets, mycoorhizae, mulch, lodge poles, guy wires, trimming, planting, and all other appurtenances needed to completely install trees.
21	Trees (2.5" Caliper)	This item shall be bid on a per each basis. This item shall include tree, fertilizer tablets, mycoorhizae, mulch, lodge poles, guy wires, trimming, planting, and all other appurtenances needed to completely install trees.
22	Native Grass	This item shall be bid on a per each basis. This item shall include the plants, herbicide, planing, and all other appurtenances for completing native grass planting.
23	Heavy Duty Rip Rap	This item shall be bid on a square yard basis. This item shall include furnishing heavy duty rip rap, installation, labor, and materials needed to completely install heavy duty rip rap.
24	Junction Box	This item shall be bid on a per each basis. This item shall include furnishing junction box, installation, excavation, backfill, subbase, labor, materials, and all other appurtenance needed to completely install junction box.
25	12" Nyloplast Basin	This item shall be bid on a per each basis. This item shall include furnishing Nyloplast basin, installation, excavation, backfill, subbase, labor, materials, and all other appurtenance needed to completely install Nylopast basin.
26	Precast Concrete Headwall	This item shall be bid on a per each basis. This item shall include all concrete, reinforcement, forming, labor, materials, and all other appurtenances needed to completely install precast concrete headwalls.
27	8" HDPE Pipe (Perforated)	This item shall be bid on a linear foot basis. This item shall include the furnishing, installation, fittings, trenching, bedding, and all appurtenances.
28	8" HDPE Pipe (Solid)	This item shall be bid on a linear foot basis. This item shall include the furnishing, installation, fittings, trenching, bedding, and all appurtenances.
29	12" HDPE Pipe	This item shall be bid on a linear foot basis. This item shall include the furnishing, installation, fittings, trenching, bedding, and all appurtenances.
30	18" RCP Drainage Pipe	This item shall be bid on a linear foot basis. This item shall include the furnishing, installation, fittings, trenching, bedding, and all appurtenances.
31	24" RCP Drainage Pipe	This item shall be bid on a linear foot basis. This item shall include the furnishing, installation, fittings, trenching, bedding, and all appurtenances.
32	Playground Equipment	This item shall be bid on a lump sum basis. This item shall include the playground equipment
33	Installation of Playground Equipment	This item shall be bid on a lump sum basis. This item shall include preparation of surface, foundation, and installation of playground equipment.
34	Prefabricated Restroom	This item shall be bid on a lump sum basis. This item shall include the prefabricated restroom.

Item No.	Bid Item	Description
35	Installation of Prefabricated Restroom	This item shall be bid on a lump sum basis. This item shall include preparation of surface, foundation, and installation of prefabricated restroom.
36	Combination Inlet	This item shall be bid on a per each basis. This item shall include furnishing combination inlet, installation, excavation, backfill, subbase, labor, materials, and all other appurtenance needed to completely install combination inlet.
37	Synthetic Turf	This item shall be bid on a square yard basis. This item shall include all materials shown in detail 7 on C5.02, labor, materials, and all other appurtences needed to completely install synthetic turf.
38	Solar Powered Internal and External Light System for Restroom	This item shall be bid on a lump sum basis. This item shall include all the equipment and preparation of installation.
39	Frost-Proof Yard Hydrant	This item shall be bid on a square foot basis. This item shall include all materials shown in detail 2 on C5.03, labor, materials, and all other appurtences needed to completely install frost proof hydrant
40	5' x 5' River Cobble Pad	This item shall be bid on a per each basis. This item shall include preparation subgrade, gravel, labor, and materials needed to completely install river cobble pad.
41	Materials Testing	This item shall be bid on a lump sum basis. This item shall include any and all required testing of soils, compaction, density, or other geotechnical tests as well any and all concrete strength tests per specifications.
42	Site Safety Control	This item shall be bid on a lump sum basis. This item shall include any site saftey control items as described on the specifications section 01 50 00 Temporary Facilities and Controls and all other appurtenances.
43	6' Chainlink Construction Fence	This item shall be bid on a linear foot basis. This item shall include furnishing, installation, and maintenance of chainlink construction fence throughout the duration of the project.
44	Irrigation System	This item shall be bid on a lump sum basis. This item shall include installation of an operational irrigation system per the Irrigation System performance specification
45	Water Meter, Service and RPZ	This item shall be bid on a lump sum basis. This item shall include purchase and installation of the meter, RPZ and any service pipe as shown on the plans. This shall also include any payments to the city of Bentonville which may be required for the meter, tapping, or other.

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

SUBCONTRACTOR DISCLOSURE

Pursuant to Arkansas State Law, subcontractors who submit proposals in excess of $50,000.00 must have a valid, current Arkansas State Contractor's License.

a. As a condition to performing construction work for and in the State of Arkansas, all prime contractors shall use no other subcontractors when the subcontractors' portion of the project is Fifty Thousand Dollars ($50,000.00) or more, except those licensed by the Contractors Licensing Board and qualified in:
   1. Mechanical, indicative of heating, air-conditioning, ventilation, and refrigeration;
   2. Plumbing;
   3. Electrical, indicative of wiring and illuminating fixtures; and

b. In the event the prime contractor is qualified and licensed by the Contractors Licensing Board, he may use his own forces to perform those tasks listed in this section as subcontractors in one (1) or more of the trades listed.

c. The prime contractor shall place the names of each subcontractor in a blank space to be provided below. It shall be mandatory that the a) mechanical, b) plumbing, and c) electrical subcontractors named herein by the prime contractor awarded a contract under the provision of this act be given contracts by the prime contractor in keeping with their proposals to perform the items for which they were named. **If the prime contractor is performing the work for the trade listed, they must list their own company in the space provided.**

Proposer shall submit the name of any subcontractors proposed, and the subcontractor's State Contractor's License Number (if applicable).

Subcontractor Name	Subcontractor State Contractor's License (if applicable)	Work to be Performed	Answer Y/N Subcontractor's portion exceeds $50,000.00.
Avilas NF concrete construction, LLC	037142023	Concrete	Y
D&R, LLC	017741023	Dirtwork	Y
Custom Lawn Care, LLC	024961023	Landscape	Y
ACS Playground Adventures, Inc	035142023	Playground/Turf	Y

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

NON-COLLUSION AFFIDAVIT

BID INVALID IF THIS AFFIDAVIT IS NOT SIGNED AND NOTARIZED AND SUBMITTED WITH THE BID

State of Arkansas

County of Madison

I Sam Hollis (authorized agent of Bidder) of lawful age, being first duly sworn, on oath says that:

1.(s)he is the duly authorized agent of the Bidder and/or contractor submitting the Competitive Bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among Bidders and between Bidders and City officials or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Invitation for Bids to which this statement is attached;

2. (s)he is fully aware of the facts and circumstances surrounding the making of the Bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such Bids;

3. Neither the Bidder/contractor nor anyone subject to the Bidder/contractor's direction or control has been a party;

a. to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed rate or to refrain from submitting;

b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor

c. in any discussions between Bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract;

d. to paying, giving, donating or agreeing to pay, give or donate to any officer or employee of the city of Bentonville, any money or other thing of value, either directly or indirectly, in procuring the contract to which his/her statement is attached.

Authorized Ag[redacted]

Signature: [redacted] Title: PRESIDENT

Notary to Complete the Following Section:

Subscribed and [redacted] 13TH day of DEC, 2022

Notary Public: [redacted] My commission expires: 09/28/2030

ERIN METCALF
Notary Public-Arkansas
Madison County
My Commission Expires 09-28-2030
Commission#12711998

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

BIDDER QUALIFICATIONS RESPONSE

Bidders shall complete this Response Document and include it in any Submission to IFB-22-92. Failure to include this Form completed may result in the Submission being declared non-responsive.

The City (Owner) reserves the right to contact companies for whom the Bidder has performed work for, and to use any information gained via contacting those companies, via information contained in this Form, or via other information included in Bidder's Submission in the evaluation of Bidder's qualifications to complete the IFB-22-92 Scope of Work.

General Information:

Company Bidding:	Milestone Construction Company LLC	Contact Person (Name):	Erin Metcalf
Contact Person (Phone):	479-957-3145	Contact Person (Email):	erinetcalf@mstonecc.com
Company Address:	2002 S 48th Street Suite A Springdale, AR 72762		

Primary Business Activity Description:

Commerical Construction

Bidder possesses a (check if applicable and include additional information below):

☒ Arkansas Contractors License

Arkansas Contractors License Number: 0156050423 Expiration Date: 4/30/2023

Average Number of Employees Per Year – Last 3 Years:

Year: 2022	Year: 2021	Year: 2020
# of Employees: 55	# of Employees: 48	# of Employees: 45

Annual Dollar Volume Per Year – Last 3 Years:

Year: 2022	Year: 2021	Year: 2020
$ 48,000,000	$ 47,277,000	$ 47,669,000

Largest Job Completed During the Last 3 Years:

Project Title: SPRINGDALE MUNICIPAL CENTER
Customer/Owner: CITY OF SPRINGDALE
Contact Name: MAYOR SPROUSE Phone: (479) 750-8114 Email:
Dollar Value of Project: $ 37,133,000
Completion Time: MARCH 2023

(Form continues on following page)

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

Current Major Jobs in Progress:

1.

Customer/Location:	FAYETTEVILLE MIDDLE SCHOOL		
Type of Work:	INSTITUTIONAL	Size (Dollar Value):	$27,434,000
Customer Contact (Name):	DR. MEGAN DUNCAN	Phone Number:	(479) 444-3000

2.

Customer/Location:	TYSON FOODS CORP OFFICE RENOVATION TOWER 2		
Type of Work:	COMMERCIAL	Size (Dollar Value):	$15,430,000
Customer Contact (Name):	HEATHER CHILSON	Phone Number:	(479) 290-4000

3.

Customer/Location:	SILOAM SPRINGS ADMIN BLDG		
Type of Work:	INSTITUTIONAL	Size (Dollar Value):	$6,801,000
Customer Contact (Name):	JODY WIGGINS	Phone Number:	(479) 524-3191

Major Jobs Completed in the Last 3 Years:

1.

Customer/Location:	TYSON ORIGINAL HEADQUARTER		
Type of Work:	COMMERCIAL	Size (Dollar Value):	$12,805,000
Customer Contact (Name):	HEATHER CHILSON	Phone Number:	(479) 290-4000
Completion Date:	MAY 2018		

2.

Customer/Location:	NWACC – HEAD WASHINGTON COUNTY BLDG		
Type of Work:	INSTITUTIONAL	Size (Dollar Value):	$9,870,000
Customer Contact (Name):	LARRY PERKINS	Phone Number:	(479) 464-4865
Completion Date:	2019		

3.

Customer/Location:	BELLAFONT BLDG		
Type of Work:	COMMERCIAL	Size (Dollar Value):	$3,445,000
Customer Contact (Name):	BLAKE HAMBY	Phone Number:	(479) 935-4179
Completion Date:	2020		

Are there any judgements, claims or suits pending or outstanding against your company: ☐ **Yes** ☑ **No**
If yes, attach details.

Has the Company now or ever been involved in any bankruptcy or reorganization: ☐ **Yes** ☑ **No**
If yes, attach details.

Has the Company received any Regulatory (EPA, OSHA, etc.) inspections in the last three years?: ☐ **Yes** ☑ **No**
If yes, attach details.

(Form continues on following page)

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

Has the Company received any Regulatory (EPA, OSHA, etc.) citations in the last three years? ☐ **Yes** ☑ **No**
If yes, attach details.

Has the Company had a fatality in the last three years? : ☐ **Yes** ☑ **No**
If yes, attach details.

Prior Similar Experience References:
Bidders shall use the spaces below to provide at least three references for whom the Bidder has completed the same or similar Scope of Work within the last five years.

1.

Customer/Location:	Shaw Park		
Type of Work:	Recreational / Civil	Size (Dollar Value):	$ 10,251,000
Customer Contact (Name):	Mayor Greg Swanson	Phone Number:	
Completion Date:	2021		
Description of Work and Statement Regarding Similarity to the IFB-22-92 Scope of Work:			
Several Parking Lots / Sidewalks / Landscape			

2.

Customer/Location:	Memorial Park		
Type of Work:	Recreational / Civil	Size (Dollar Value):	$ 3,139,000
Customer Contact (Name):		Phone Number:	
Completion Date:	2020		
Description of Work and Statement Regarding Similarity to the IFB-22-92 Scope of Work:			
Several Sidewalks / Parking Areas / Landscape			

3.

Customer/Location:	Village Road Widening		
Type of Work:	Civil	Size (Dollar Value):	$ 854,000
Customer Contact (Name):	Corey Perkins	Phone Number:	
Completion Date:	2019		
Description of Work and Statement Regarding Similarity to the IFB-22-92 Scope of Work:			
Road Widening / Utility Work / Landscape			

(Form continues on following page)

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

OTHER RELEVANT WORK EXPERIENCE/NOTES (OPTIONAL):

SEVERAL OTHER PARKS / PARKING LOTS / LANDSCAPE / ETC.

If Bidder requires additional space to relay information pertaining to any part of this Form, Bidder may include additional pages/information in the Submission.

[End of Bidder Qualification Response]

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

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Milestone Construction Company, LLC

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

Immediate Relation includes:

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

_____

_____

_____

_____

OR

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

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

Initials

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

SPECIFICATIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

- **AS SPECIFIED:** Bidder must indicate, "AS SPECIFIED", by placing an "X" in the designated space ('As Specified') provided.
- **EQUIVALENT:** Bidders must indicate (and describe) any item being offered to the City that does not fully conform to the City's specification but is being offered to the city as being an "EQUIVALENT" (including alternate or substitute) to the City's specifications. It is the responsibility of Bidders to demonstrate and provide clear evidence of the item's equivalency to the City's specification. The City shall have the final determination as to whether an item is equivalent and meets the City's needs.

The specifications in this Section do not necessarily include all specifications and/or requirements for this IFB. Bidder is responsible for the complete review of this IFB document and all appendixes, any issued clarifications, addenda, or any other document released by the City related to this IFB and for familiarizing themselves with the work to be performed and/or products to be supplied prior to submitting a bid to ensure accurate pricing.

1. GENERAL SPECIFICATIONS			
SPECIFICATION LINE NUMBER	**SPECIFICATION DESCRIPTION**	**BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'**	**BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'**
1	Bidder has examined this entire Bid Packet, including all attached appendices and agrees to perform the work and provide the materials as specified.		
2	The awarded Bidder shall follow all federal, state and local safety regulations.		
3	The awarded Bidder shall execute the Contract and provide Performance and Payment Bonds as specified upon return of the signed Contract.		
4	Bidder is qualified and capable of performing the work, AS SPECIFIED in the Scope of Work section of this IFB document.		
5	The awarded Bidder and crew shall meet with the City's designated contact(s) prior to beginning services to review the Scope of Work, measurements and plans (Pre-Construction Meeting).		
6	The awarded Bidder shall coordinate progress meetings with the City's designated contact(s) to review progress and details while services are being performed.		
7	The awarded Bidder shall be responsible for furnishing all materials and labor required to perform the services described herein.		
8	The awarded Bidder understands that this IFB Document contains all Specifications for work, materials and products. Work shall be completed, as specified, according to this Bid Document and all attached Appendixes. The awarded Bidder shall perform the work in accordance with industry standards and best practices.		

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

9. WARRANTIES (REQUIRED RESPONSE)

Bidder shall indicate warranties of the workmanship and material below.

Product Warranties:

Bidder shall furnish any and all product warranties available to the City upon 100% completion of the work as approved by the City.

X Agree (As Specified) ___Disagree (required to include reasoning below, "no applicable warranties" is an acceptable response)

Reasoning:_____

_____

Workmanship Warranty:

Bidder warrants that the workmanship and material shall be free from defect for a period of one (1) year(s) upon 100% completion of the work as approved by the City.

X Agree (As Specified) ___Disagree (required to include reasoning below, "no applicable warranties" is an acceptable response)

Reasoning:_____

_____

Work Completed in the Past 5 Years

Project Name	Project Owner	Architect	Contract Amount	Date of Completion	% of Work by Milestone
The Crossings 5600 US-412 Springdale, AR 72762	CL George & Sons Springdale, AR	McClelland Engineers Fayetteville, AR	$ 1,549,900.00	Aug-21	10%
Rogers Virtual School 605 W Dyke Road Rogers, AR 72758	Rogers School District Rogers, AR	Hight-Jackson Associates Rogers, AR	$ 660,222.00	Aug-21	10%
Cross Church Student Renovation 1709 Johnson Road Springdale, AR 72762	Cross Church Springdale, AR	Core Architects Rogers, AR	$ 1,139,250.00	Dec-21	10%
Bright Ridge Dental 1603 SW Regional Airport Blvd Bentonville, AR 72712	Bright Ridge Dental Holdings, LI Bentonville, AR	GHN Architects & Engineers Springfield, MO	$ 495,521.00	Dec-21	5%
HVAC Improvements Fayetteville, AR	Fayetteville Public Schools Fayetteville, AR	Lewis Architects Little Rock, AR	$ 1,149,225.00	Jul-21	15%
Town Center Restoration 15 W. Mountain Street Fayetteville, AR 72701	City of Fayetteville Fayetteville, AR	DEMX Fayetteville, AR	$ 427,919.00	May-21	50%
Fire Station No. 9 7561 W. Downum Rd Springdale, AR 72762	City of Springdale Springdale, AR	MBL Architects Fayetteville, AR	$ 2,090,000.00	Apr-21	15%

Project Name	Project Owner	Architect	Contract Amount	Date of Completion	% of Work by Milestone
Streets at Ball Road Ball & County Line Rd Springdale, AR 72762	City of Springdale Springdale, AR	ESI Engineers Springdale, AR	$ 3,733,110.00	Apr-21	5%
Shaw Park 7341 W. Downum Rd Springdale, AR 72762	City of Springdale Springdale, AR	ESI Engineers Springdale, AR	$ 10,485,000.00	Mar-21	20%
HVAC Improvements for Elmwood & Oakdale Schools 1610 S. 13th St./511 N. Dixieland Rogers, AR 72758	Rogers Public Schools Rogers, AR	Hight-Jackson Architecture Rogers, AR	$ 1,318,126.00	Dec-20	20%
Bellafont Building 3790 N. Bellafont Blvd. Fayetteville, AR 72703	OD Building, LLC Springdale, AR	Core Architects Rogers, AR	$ 3,582,443.00	Nov-20	15%
Thaden School Phase 2 SE 8th Street & S. Main Street Bentonville, AR 72712	Thaden School Bentonville, AR	Marlon Blackwell Architects 42 E. Center Street Fayetteville, AR 72701	$ 39,092,763.00	Sep-20	20%
Westside Elementary 2200 West Oak St. Rogers, AR 72758	Rogers School District Rogers, AR	Modus Studios Fayetteville, AR	$ 5,462,340.00	Sep-02	25%
Rogers Emergency Training Addition & Remodel 3003 West Oak Street Rogers, AR 72758	City of Rogers Rogers, AR	DEMX Architecture Fayetteville, AR	$ 735,000.00	Aug-20	15%
Fire Station No. 8 2246 E. Huntsville Ave. Springdale, AR 72762	City of Springdale Springdale, AR	MBL Architects Fayetteville, AR	$ 3,029,800.00	Jun-20	15%

Project Name	Project Owner	Architect	Contract Amount	Date of Completion	% of Work by Milestone
Bank of Gravette 211 Main Street SE Gravette, AR 72736	Legacy National Bank Springdale, AR 72762	KSA Architects Fayetteville, AR	$ 2,125,000.00	May-20	20%
XNA Security Checkpoint Expansion One Airport Blvd Bentonville, AR 72712	NWARA One Airport Blvd., Suite 100 Bentonville, AR 72712	WD&D 2434 E Joyce Blvd., Suite 10 Fayetteville, AR 72703	$ 4,158,900.00	Jan-20	25%
NWACC-Washington County 6101 Watkins Ave. Springdale, AR 72762	NWACC Bentonville, AR	Hight Jackson Associates Rogers, AR	$ 10,865,051.00	Oct-19	20%
Archer Learning Center 600 Ashe Street Springdale, AR	Springdale School District Springdale, AR	Hight-Jackson Architects Rogers, AR	$ 1,077,493.00	Aug-19	30%
Memorial Park 205 E. Jefferson Siloam Springs, AR 72761	City of Siloam Springs Siloam Springs, AR	CARBO Landscape Architecture Baton Rouge, LA	$ 3,032,630.00	May-19	15%
Fire Station No. 7 7867 Har-Ber Ave. Springdale, AR 72762	City of Springdale Springdale, AR	MBL Architects Fayetteville, AR	$ 2,910,699.00	Jul-19	10%
MANA-Urgent Care 1673 N. College Ave. Fayetteville, AR 72701	Medical Associates of NWA Fayetteville, AR	Key Architecture Fayetteville, AR	$ 1,214,291.00	Dec-18	20%
Glad Locker Room Renovation 1700 N. 13th Street Rogers, AR 72756	Glad Manufacturing Rogers, AR	Hight Jackson Architects Rogers, AR	$ 1,393,379.00	Dec-18	20%

Project Name	Project Owner	Architect	Contract Amount	Date of Completion	% of Work by Milestone
Tyson Tower 1 2200 W. Don Tyson Parkway Springdale, AR 72762	Tyson Foods, Inc. Springdale, AR	HOK Architects St. Louis, MO	$ 10,563,420.00	Oct-18	15%
First Presbyterian Church Addition and Remodel Fayetteville, AR	First Presbyterian Church Fayetteville, AR	Fennell, Purifoy Architects Little Rock, AR	$ 952,195.00	Oct-18	35%
First Baptist Church-Phase 3C 3364 W. Pleasant Grove Rogers, AR 72758	First Baptist Church Rogers, AR	Hight Jackson Associates Rogers, AR	$ 1,450,000.00	Aug-18	10%
Legacy National Bank 2904 S. Walton Blvd. Bentonville, AR 72712	Legacy National Bank Springdale, AR	KSA Fayetteville, AR	$ 2,551,495.00	Sep-18	12%
Elkins High School Football Stadium, Admin Bldg. Weight Room	Elkins School District Elkins, AR	Hight Jackson Associates Rogers, AR	$ 4,792,360.00	Sep-18	18%
MANA-MRI 801 SE Plaza Bentonville, AR 72712	Medical Associates of NWA Fayetteville, AR	Key Architecture, Inc. Fayetteville, AR	$ 372,800.00	Jun-18	10%
Road Runner #1105 1632 Richmond Road Texarkana, TX 75503	Petro Plus N. Little Rock, AR	Architect Plus Fort Smith, AR	$ 2,537,516.00	Jun-18	10%
Road Runner #1106 4613 W. 7th Street Texarkana, TX 75501	Petro Plus N. Little Rock, AR	Architect Plus Fort Smith, AR	$2,754,968.00	Jun-18	10%

Project Name	Project Owner	Architect	Contract Amount	Date of Completion	% of Work by Milestone
MANA-Pinnacle Hill 3730 S. Pinnacle Hills Parkway Rogers, AR 72758	Medical Associates of NWA Fayetteville, AR	Kim Fugitt Fayetteville, AR	$2,886,000.00	May-18	12%
Cross Church Fayetteville Campus 2800 W. McMillian Drive Fayetteville, AR 72704	Hunt Ventures Rogers, AR	CMH Architects Birmingham, AL	$ 11,667,500.00	Feb-18	15%
Tyson Original Headquarters 319 E. Emma Ave. Springdale, AR 72764	Tyson Foods, Inc. Springdale, AR	HOK Architects St. Louis, MO 63102	$ 12,401,886.00	Dec-17	36%
Glad Manufacturing-Phase B 1700 N. 13th St. Rogers, AR 72756	Glad Manufacturing Rogers, AR	Hight Jackson Architects Rogers, AR	$ 796,000.00	Nov-17	12%
Northwest Medical Center Bentonville, AR 72712	Gary Stearman Prairie Grove, AR	Hight Jackson Architects Rogers, AR	$ 2,866,080.00	Nov-17	15%
Road Runner Store #1102 5720 Four States Fair Pkwy Texarkana, AR 71854	Petro Plus, Inc. N. Little Rock, AR	Architecture Plus Fort Smith, AR	$ 744,000.00	Nov-17	10%
Road Runner Store #1101 4101 North Kings Hwy Texarkana, TX 75503	Petro Plus, Inc. N. Little Rock, AR	Architecture Plus Fort Smith, AR	$ 658,000.00	Nov-17	10%
Nestle Interior Finish 3605 Southern Hills Blvd., Suite 100 Rogers, AR 72758	Nestle Foods Rogers, AR	N/A	$ 550,000.00	Sep-17	25%

Project Name	Project Owner	Architect	Contract Amount	Date of Completion	% of Work by Milestone
Crossroads ALC- Bldg. & Site 305 North 2nd Street Rogers, AR 72756	Rogers Public School District Rogers, AR	JKJ Architects Rogers, AR	$ 3,448,831.00	Aug-17	12%
Ramay/Woodland Jr. High HVAC Renovations Fayetteville, AR	Fayetteville Schools Fayetteville, AR	Hight Jackson Architects Rogers, AR	$ 932,750.00	Aug-17	10%
Mi Dici Pizza 2203 Promenade Blvd., Ste 3110 Rogers, AR 72756	Roberto Dennisio Corporation Rogers, AR	WER Architects Fayetteville, AR	$ 463,120.00	Aug-17	18%
Haas Hall Academy 922 E. Emma Avenue Springdale, AR 72764	Haas Hall Academy Fayetteville, AR	Core Architects Rogers, AR	$ 897,000.00	Aug-17	20%
First Baptist Church Joplin 4128 South Connecticut Street Joplin, MO 64804	First Baptist Church Joplin Joplin, MO	Hight Jackson Architects Rogers, AR	$ 3,342,000.00	Jul-17	12%
Walter Turnbow Park- Phase 1B 123 S. Johnson Ave. Springdale, AR 72764	City of Springdale 201 Spring Street Springdale, AR 72764	USI Consulting Engineers Springdale, AR 72762	$ 1,723,200.00	Jul-17	65%
Alice Walton Airport Terminal JOC Projects Bentonville, AR	Alice Walton Airport Terminal Bentonville, AR	N/A	Varies	Varies	10%
GLAD Manufacturing Breakroom/Bathroom Renovation 1700 N. 13th St. Rogers, AR 72756	GLAD Manufacturing Rogers, AR	Hight Jackson Architects Rogers, AR	$ 393,042.00	Jul-17	5%

Project Name	Project Owner	Architect	Contract Amount	Date of Completion	% of Work by Milestone
Jones Center Fitness Center-Reno. 922 E. Emma Avenue Springdale, AR 72764	Jones Center Springdale, AR	Core Architects Rogers, AR	$ 560,715.00	May-17	23%
Road Runner #15 800 South Broadway Little Rock, AR 72201	Petro Plus, LLC North Little Rock, AR 72114	Don Spann 1108 W Poplar Street Rogers, AR 72756	$ 1,974,500.00	Apr-17	23%
Legacy Operations Center 4093 W. Sunset Ave. Springdale, AR 72762	Legacy Bank Springdale, AR	Ken Shireman Fayetteville, AR	$ 291,500.00	Apr-17	10%
First Western Bank Branch 1108 S. Walton Blvd. Bentonville, AR 72712	First Western Bank Rogers, AR	JKJ Architects Rogers, AR	$ 2,200,000.00	Apr-17	10%
NWA Regional Airport Administrative Office Remodel	NWA Regional Airport Bentonville, AR	Hight Jackson Architects Rogers, AR	$ 240,000.00	Apr-17	7%
NWA Regional Airport Rental Car Maintenance Facility Repair	NWA Regional Airport Bentonville, AR	N/A	$ 488,365.00	Apr-17	7%
Crossroads ALC-Demo Rogers, AR	Rogers Public School District Rogers, AR	JKJ Architects Rogers, AR	$ 64,650.00	Dec-16	99%
Ronald McDonald House 3215 N. North Hills Blvd. Fayetteville, AR 72703	Arkoma	Studio 6 Fort Smith, AR	$ 732,000.00	Dec-16	10%

Project Name	Project Owner	Architect	Contract Amount	Date of Completion	% of Work by Milestone
Boy Scouts of America 3409 Elm Springs Road Springdale, AR 72762	Boy Scouts of America Fort Smith, AR	Burrows & Associates Alma, AR	$ 95,000.00	Dec-16	10%
The Breast Center 55 W. Sunbridge Ave. Fayetteville, AR	MANA 3833 N. Mana Ct. Fayetteville, AR 72703	Key Architects Fayetteville, AR	$ 800,000.00	Nov-16	10%

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Milestone Construction Company, LLC
2002 S. 48th Street, Suite A
Springdale, AR 72762

SURETY:
(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:
(Name, legal status and address)

City of Bentonville, Arkansas
1000 SW 14th Street
Bentonville, AR 72712

BOND AMOUNT: $ Five Percent of Bid Amount----(5%)

PROJECT:
(Name, location or address, and Project number, if any)

NE Lake Bella Vista Parking Lot

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

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

Signed and sealed this 16th day of November . 2022

[redacted]

(Witness)

[redacted]

Milestone Construction Company, LLC

[redacted] (Seal)

PRESIDENT

Travelers Casualty and Surety Company of America

[redacted] (Seal)

(Title) William H. Griffin, Attorney-in-Fact

Init.

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Pamela K Hays** of **NORTH LITTLE ROCK**, **Arkansas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: [redacted]
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

[redacted]
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **16th** day of **November**, **2022**

[redacted]
Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID IFB 22-92, FOR LAKE BELLA VISTA PARKING LOT IMPROVEMENTS, TO MILESTONE CONSTRUCTION COMPANY, LLC. IN THE AMOUNT OF ONE MILLION EIGHT HUNDRED THIRTY-FOUR THOUSAND EIGHT HUNDRED SIXTY DOLLARS AND TWENTY-EIGHT CENTS ($1,834,860.28); ADJUSTING THE 2023 BUDGET TO RECOGNIZE FEMA FUNDS IN THE AMOUNT OF SIX HUNDRED FORTY-FIVE THOUSAND FOUR HUNDRED SIXTY-THREE DOLLARS AND SEVENTEEN CENTS ($645,463.17) TO ACCOUNT # 105030-33110 – FEDERAL DIRECT GRANT; AND FOR OTHER PURPOSES.

WHEREAS, Milestone Construction Company, LLC. is the lowest qualified bidder for bid IFB-22-92;

WHEREAS, this contract covers the purchase of materials, labor, and services to construct the for the construction of the Lake Bella Vista Parking Lot area improvements, which includes a new parking lot, trail connection, restroom, and playground;

WHEREAS, the contract amount includes one hundred thirty-four thousand seven hundred ninety-nine dollars ($134,799.00) in contingency;

WHEREAS, FEMA funds in the amount of six hundred forty-five thousand four hundred sixty-three dollars and seventeen cents ($645,463.17) are recognized to fund a portion of this agreement, with the remaining one million one hundred eighty-nine thousand three hundred ninety-six dollars and eighty-three cents ($1,189,396.83) being funded with a 2022 roll forward of the remaining balance of the Razorback Greenway Improvements (2019) grant from the Walton Family Foundation.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into a contract with Milestone Construction Company, LLC. in the amount of one million eight hundred thirty-four thousand eight hundred sixty dollars and twenty-eight cents ($1,834,860.28) (including contingency) for the materials, labor, and services for the construction of the Lake Bella Vista Parking Lot area improvements;

Section 2: The 2023 Budget is adjusted to recognize six hundred forty-five thousand four hundred sixty-three dollars and seventeen cents ($645,463.17), in FEMA funds, into Account #105050-33110 – Federal Direct Grant and appropriating the full amount of this project, one million eight hundred thirty-four thousand eight hundred sixty dollars and twenty-eight cents ($1,834,860.28), to Account #105050-47390 – Improvement Other than 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 and APPROVED this _____ day of _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**2/14/2023**
Department	**Parks and Recreation Department**
Submitted by	**Hunter Garrison**
Phone	**(479) 254-2063**

Item Type: (*Check Applicable Item Type)*

☑ Budget Adjustment	☑ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

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

Resolution to approve a Change Order in the amount of $58,000.00 with CEI for additional design services, and approving a Budget Adjustment to accept a grant in the amount of $58,000.00 from the Walton Family Foundation to fund the additional engineering needed. This Change Order is for erosion mitigation for the McKissic Creek Trail project. Budget Adjustment to recognize grant funds.

Estimated Cost	**$58,000.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

Budget Adjustment to Accept a Grant from Walton Family Foundation for $58,000.00

Budget Adjustment Request

Date of City Council Meeting	**2/14/2023**
Department	**Parks and Recreation**
Submitted by	**Hunter Garrison**
Phone	**(479) 254-2063**

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

Budget Adjustment to accept a grant in the amount of $58,000.00 to assist with additional engineering needed for erosion mitigation for the McKissic Creek Trail Project.

General Ledger Account Information*

Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
105030	33810	Local Grants	$ 58,000.00	
105030	47390	Improv Other than Bldg / Other		$ 58,000.00
		Totals	$ 58,000.00	$ 58,000.00
		Net Impact on Fund Balance	$	-

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

Memo

To:	City Council, Mayor Orman
Thru:	David Wright, Parks and Recreation Director
From:	Hunter Garrison, Bike and Pedestrian Planner
Date:	February 9, 2023
Re:	City Council approval of a change order for $58,000 with CEI for an extra work authorization related to the McKissic Creek Trail project, AND A Budget Adjustment accepting a grant from the Walton Family Foundation in the amount of $58,000 to assist with the construction of the McKissic Creek Trail project.

Parks and Recreation Staff request Council's approval of a change order authorizing additional work for CEI Engineering Associates, Inc to provide short and long-term solutions to address significant erosion issues which have occurred at the project site since the initial design was completed. The total cost of this additional work is $58,000.

Since the McKissic Creek Trail's design was completed in 2019, McKissic Creek has experienced numerous high-impact rain events which have caused significant erosion at the project site. Due to extreme nature of the erosion, the trail cannot be built strictly following the original design nor can it be easily modified in the field to accommodate the necessary changes.

As such, it has been determined by CEI Engineering, the designer and construction administrators for the trail, that additional short-term and long-term solutions will be needed to help deter future erosion and ensure that the trail is built in a sustainable manner. CEI has proposed that they contract with FTN Associates, Ltd, an Arkansas based engineering firm specializing in water resources engineering for the needed additional services.

Additionally, Parks & Recreation Staff are requesting acceptance of a grant valued at $58,000 from the Walton Family Foundation to fund the additional erosion mitigation necessary at the project site to ensure that it is built in a sustainable manner. The engineering to address this erosion will be managed by CEI Engineering Inc.

If you have any questions regarding this item, please email me at HGarrison@bentonvillear.com.

Attachments: EWA with CEI Engineering; Grant Letter from the Walton Family Foundation

WALTON FAMILY
FOUNDATION

February 15, 2023

Stephanie Orman
Mayor
City of Bentonville
305 SW A Street
Bentonville, AR 72712

RE: Grant 00108601

Dear Mayor Orman,

The Walton Family Foundation, Inc. ("Foundation" or "WFF") has approved a grant in the amount of $58,000.00 to City of Bentonville ("Grantee"). This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to design erosion mitigation measures for the first phase of McKissic Creek Trail from Wishing Springs Trail/Razorback Greenway to Peach Orchard Road. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.

2. **Amount: $58,000.00 USD**

3. **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.

4. **Accounting:**
    a. The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this agreement, the term "grant funds" includes the grant and any income earned thereon.
    b. Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in the Reporting and Evaluation paragraph and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

5. **Reporting and Evaluation:** Grantee will provide the Foundation with financial and narrative reports by the due dates listed in the report schedule below. Each report shall include an account of expenditures of grant funds and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the grant and a

confirmation of Grantee's compliance with the terms of the grant).

Report Type	Report Due Date
Final Report	July 1, 2023

All reports will be submitted electronically using the Foundation's online grants management system. Any questions regarding this process should be addressed to your contact listed in the Contact paragraph of this document, or by emailing smartsimplehelp@wffmail.com. Please reference Grant 00108601 on all communication.

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

6. **Representations:** Grantee represents and warrants to the Foundation that:
    a. Grantee is an organization in good standing, is either an organization described in section 501(c)(3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.
    b. In no event will Grantee use any grant funds:
        i. to carry on propaganda, or otherwise to attempt, to influence legislation;
        ii. to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
        iii. to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.
    c. Grantee will comply with all applicable laws and regulations.
    d. Grantee does not support, directly or indirectly, terrorist activities or violence of any kind, and takes reasonable steps to ensure that:
        i. Grantee's board, staff and volunteers have no dealings with, and do not support, terrorist activities or violence of any kind, and
        ii. grant funds will not ultimately be used to support terrorist activities or violence of any kind.

7. **Anti-Discrimination:** It is the Foundation's expectation that, in the application of Foundation's funds, Grantee will encourage equal opportunities for all and will not use the Foundation's funds to promote or engage in: exploitation, abuse, bullying, harassment, criminal acts of violence, terrorism, hate crimes, or any behavior which would be considered a violation of federal anti-discrimination laws, which prohibit discrimination on the basis of age, race, national origin, religious beliefs, sex (including gender, pregnancy, sexual orientation, and gender identity), disability, and veteran status. It is also the Foundation's expectation that Grantee has established appropriate policies and procedures for training staff and receiving and addressing complaints regarding violence, exploitation, abuse, harassment, and discrimination, and other forms of misconduct.

8. **Repayment, Rescission, and/or Termination:** The Foundation, in its sole discretion, may discontinue or suspend funding, rescind payments made, require the return of any unspent funds, or terminate this agreement if any of the following events occur:
    a. Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;
    b. Grantee fails to comply with the terms of this agreement, including, but not limited to, failure to submit any required reports on a timely basis;

c. There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant;
d. Grantee does not use funds for the purpose of this grant;
e. The Foundation determines that Grantee will be unable to achieve the purposes for which the grant was made;
f. 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;
g. 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
h. The Foundation determines that making any payment, in the judgment of the Foundation, might expose the Foundation to liability, adverse tax consequences, or constitute a taxable expenditure.

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

9. **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 point of contact at the Foundation will be Jeremy Pate, Senior Program Officer. Jeremy can be contacted via phone (479) 802-7359 or email jpate@wffmail.com. Please reference Grant 00108601 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 **February 28, 2023,** the Foundation will consider the Grantee to have declined the grant.

Sincerely,

Caryl M. Stern
Executive Director

ACKNOWLEDGED AND AGREED

By:

Stephanie Orman
Mayor
City of Bentonville

cc: Hunter Garrison
Jake Harper

CEI
Solutions for Land and Life

EXTRA WORK AUTHORIZATION

☒ ADDITIONAL WORK ☐ CHANGE IN SCOPE OF SERVICES

THESE SERVICES WERE VERBALLY DIRECTED AND/OR APPROVED BY: David Wright ON: 08/16/2022

WORK WILL BE PERFORMED UNDER THE SAME TERMS & CONDITIONS AS IN ORIGINAL AGREEMENT: UNLESS OTHERWISE STATED

DATE: 10/06/2022
CLIENT: City of Bentonville – Parks and Recreation Department
PROJECT NAME: McKissic Creek Trail Construction Services
CLIENT CONTACT: Hunter Garrison
PROJECT NO.: 32728.0
PROJECT MANAGER: Zachary Hoyt
DATE OF CURRENT CONTRACT: 5/20/2022

Description of Services: Due to unforeseen circumstances brought about by an increase in erosion at the project site, it was determined that short term and long-term solutions would be needed to help deter the erosion. This will allow for immediate construction to continue and provide a solution for the long-term stability of the trail installation. Based on this situation, CEI has engaged FTN Associated LTD to collaborate in the design and permitting of the required additional work. The short-term mitigation focus would be between STA 2+00 and STA 4+50, as well as STA 6+50 to STA 8+00. The long-term solution would analyze the larger area adjacent to the creek and focus on bank stability issues and long-term erosion control. The intent would be to provide a cohesive solution using the current plan with minor adjustments.

Compensation: $58,000.00

See attached Exhibit A for scope of services and compensation proposed.

If this Authorization is not executed within 30 days, it becomes null and void. This Authorization is only valid if addressed and executed by the authorized signature of the original contracted entity or its assignment as approved per the original contract Terms and Conditions.

Agreed to by CEI ENGINEERING ASSOCIATES, INC.

Agreed to on this date: _____

[redacted] 2023.01.25 14:46:44-06'00'

(Signature)

(Company Name)

(Date)

(Company Authorized Representative & Title)

Distribution:

(Signature)

PLEASE SIGN & RETURN ORIGINAL

☐ **CALIFORNIA**
710 W. Pinedale Avenue
Fresno, CA 93711
559.447.3119
559.447.3129 FAX

☐ **TEXAS – DALLAS**
3030 LBJ Freeway
Suite 100
Dallas, TX 75234
972.488 3737
972.488 6732 FAX

☐ **TEXAS – HOUSTON**
12012 Wickchester Lane
Suite 240
Houston, TX 77477
281.494 0360
281.494 0309 FAX

☒ **ARKANSAS**
3108 SW Regency Parkway
Bentonville, AR 72712
479.273 9472
479.273 0844 FAX

☐ **PENNSYLVANIA**
550 Township Line Road
Suite 450
Blue Bell, PA 19442
570 963.031
570 963.5711 FAX

EXHIBIT A

I. SCOPE OF SERVICES

A. FTN Design and Permitting

CEI will contract with FTN Associates LTD. to provide additional review, design, and permitting to address the substantial erosion issues that are occurring at the McKissic Creek Trail site. This scope of work is outlined in the attached Exhibit A – FTN Associates LTD.

Fees ..... $ 58,000.00

EXHIBIT A

Scope of Work for Basic Services
McKisic Creek Stream Bank Stabilization
CEI Engineering Associates, Inc.
Bentonville, Arkansas

Attached to and made a part of a Letter Agreement dated August 31, 2022, between FTN Associates, Ltd. (FTN) and CEI Engineering Associates, Inc. (Client) in respect to the Project described therein. The objective and specific tasks for the Project are as follows:

BACKGROUND AND OBJECTIVE

Client has designed and is overseeing construction of an urban multi-use trail in Bentonville, Arkansas. A portion of the planned trail located immediately upstream of the crossing of US Highway 71 parallels the McKisic Creek which follows a meandering path to the northeast. Prior to the initiation of the trail project the area appears to have been generally vegetated with moderately dense trees and woody undergrowth with some isolated areas of grasses. The outside streambank appears to have been somewhat unstable prior to the start of the trail project, based on photographic evidence of steep sides and exposed roots extending from the bank. Following the start of construction, this instability may have been exacerbated by clearing and grubbing operations above the creek, as well as high flow events in the creek. Beyond the stream bank is a retail development parcel which is elevated approximately 30 feet above the flowline of the creek. Current conditions include a near vertical creek bank approximately 6 feet tall with a narrow, gently sloping bench from the bank to the base of an existing modular block retaining wall varying in height from about 10 to 15 feet. Above the top of the retaining wall the terrain slopes at approximately 4:1 up to the building pad approximately 10 to 15 additional feet above.

Current plans call for multiple retaining walls of various types and configurations including cast in place concrete, reinforced slopes with large modular concrete (REDI ROCK) blocks, smaller modular concrete (Tensar Mesa) blocks as well as some hard armored and erosion matting protected slopes. The trail in the project vicinity is detailed to be fiber reinforced concrete approximately 10 to 12 feet wide and 4 inches thick.

We understand that it is the goal of this project to restore the current conditions on site to conditions similar to those as documented as the basis for the No Rise Certification as completed by FTN on June 26, 2017. We further understand that to protect existing and future improvements, utilities, and stream hydraulics, restoration efforts will likely require hardening portions of the channel. We anticipate our role will consist of providing guidance for temporary mitigation of the erosion and assisting the design team with developing a long-term solution to the bank stability problem. The following specific tasks are proposed to complete these objectives.

TASK 1 – SITE ASSESSMENT

FTN personnel will conduct an on-site assessment of the stream bank and channel to document conditions and facilitate the development of recommendations for temporary improvements. Concurrently with this site visit we anticipate meeting with Client's survey and geotechnical consultants to discuss the additional needs for development of final design documents. We will coordinate with Clients' consultants regarding scope as required to meet the project needs. We anticipate that Client will contract directly with these entities and provide all developed information to FTN.

TASK 2 – SHORT TERM MITIGATION

FTN will prepare a technical memorandum with recommendations for short term mitigation. It is anticipated that this memorandum will contain schematic layouts, conceptual details, and equipment and materials lists required for implementation. It is anticipated that Client will provide materials, equipment, and labor to construct these improvements in the field with the assistance and under the direction of FTN field engineers. Construction duration is anticipated to be 1-2 days presuming low flow conditions in the creek.

TASK 3 – STABILIZATION OPTIONS EVALUATION

FTN will coordinate with Client's geotechnical consultant regarding subsurface conditions, local and global slope stability concerns, foundation and lateral earth pressure analysis, and construction materials. Following this geotechnical discussion, FTN will evaluate the hydraulic suitability of the various geotechnically suitable options with consideration for stream channel geometry, flow velocity, channel scour, and constructability and maintenance concerns. If multiple options are technically feasible, we will prepare a technical memorandum summarizing the suitable options and present this memorandum to Client for additional direction by funding agency.

TASK 4 – PLANS AND TECHNICAL SPECIFICATIONS

FTN will develop plans and technical specification for the selected alternative. It is anticipated that Client will provide electronic drawings of all existing project document in AutoCAD format to facilitate coordination. Anticipated drawings should include site / grading plans for required channel improvements including bank stability improvements, details related to channel improvements and slope stability, and technical specifications for construction. Drawings shall refer to Client's provided drawing for additional information regarding the trail itself and above grade improvements related to the trail such as guard rails, and other ancillary improvements. As it is anticipated that these additional improvements will be integrated by change order into the ongoing construction project, no specification related to contracting issues, materials quantities, or cost estimates will be developed.

TASK 5 – PERMITTING

Since the stabilization work will be within McKisic Creek (a stream channel regulated under Section 404 of the Clean Water Act), a Section 404 permit will be required to be obtained from the United States Army Corps of Engineers (USACE).

Typically, Section 404 Permit requests take several months between the time of application submittal to USACE issuance. The USACE does have mechanisms in place for dealing with what they consider to be "Emergency Actions". At this time, it is our assumption that the USACE will agree that the stabilization activities will qualify as an "Emergency Action", primarily due to the risk of continued erosion which has the possibility of resulting in damage to the stream channel (associated with continued erosion) and significant economic loss (in the event continued erosion results in damage to or the loss of existing structure). Activities conducted as "Emergency Actions" should be reported to the USACE as soon as possible for USACE evaluation and confirmation that an emergency situation exists.

Under this permitting task FTN will notify the USACE that significant erosion has occurred, plans for stabilization are underway, and that implementation of those plans (specifically the deposition of material into the stream channel) is anticipated to be conducted in the near future as an "Emergency Action". Following notification to the USACE, FTN will accompany the USACE on a site visit to further evaluate the site in terms of Section 404 permitting and requirements.

FTN will submit the required documentation (permit application, site photos, figures/illustrations, site plans, etc.) to the USACE associated with requesting a Section 404 Nationwide Permit (for stream stabilization or other appropriate Nationwide Permit). FTN will also coordination with the USACE before, during, and after site activities in support of the Section 404 Nationwide Permit request.

TASK 6 – PROJECT MANAGEMENT AND COORDINATION

General project management and coordination with the Client including routine communications, preparation of progress reports and invoicing will be completed under this task.

PROJECT SCHEDULE

We anticipate that Task 1 will be initiated within about 1 week following authorization to proceed and will be completed within 2 weeks. Technical portions of Task 2 will be completed within 2 weeks of the completion of Task 1 and construction tasks will be completed based on Client's contractor schedule and field conditions. Task 3 will be completed within 2 to 4 weeks of the completion of Task 2 and receipt of Client furnished survey and geotechnical data. Task 4 is anticipated to be initiated within about 2 weeks of the receipt of Client's directive on selected alternative and will be completed in about 2 to 4 weeks. Task 5 will be initiated within about 1 week following authorization to proceed and will be conducted throughout the USACE permitting process (Section 404 permitting timeframes are dependent on the USACE).

ASSUMPTIONS:

- Client will provide survey data required for the design which shall be certified by a Professional Surveyor licensed in the State of Arkansas and provided in the Arkansas State Plane North, US survey ft (NAD83) horizontal datum in the NAVD88 vertical datum. Files shall be provided in PDF and CAD (*.dwg) format.
- Client will provide all published plans required for interdisciplinary coordination as prepared by Client and Client's contractors in PDF and CAD (*.dwg) format.
- Client will provide all required geotechnical information as required for the design including existing geotechnical reports and any additional geotechnical exploration or analysis required by the design team.
- All available field documentation including photographs, video, and dimensional sketches will be provided to FTN in digital format for review.
- Client will prepare documents for contracting assist owner in construction contracting.
- The proposed activities will be conducted under the Client's existing stormwater authorizations (e.g., SWPPP, STAA, etc.) and/or under stormwater authorization to be obtained by the Client.
- No modification of the existing No Rise Certification as prepared June 26, 2017 will be required due to the restorative nature of the project and thus hydraulic modeling will be limited to that which is required for selection of bank stabilization alternatives.
- It is assumed that a Nationwide Section 404 permit will be required for the construction project. In the event project related impacts are such that an Individual Section 404 permit is required, FTN will provide a separate scope and budget for Section 404 permitting activities.
- No construction phase services other than those associated with the short-term mitigation are included. Construction phase services for long term construction can be provided as Additional Services.
- All project deliverables will be provided to Client in a secured electronic format (PDF) suitable for distribution and reproduction with one original hard copy set retained on record at FTN's offices.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A GRANT FROM THE WALTON FAMILY FOUNDATION IN THE AMOUNT OF FIFTY-EIGHT THOUSAND DOLLARS ($58,000.00); ADJUSTING THE 2023 BUDGET TO RECOGNIZE THE SAME TO ACCOUNT #105030-33810 – LOCAL GRANTS; APPROPRIATING THE SAME INTO ACCOUNT #105050-47390 – IMPROVEMENT OTHER THAN BUILDING; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CHANGE ORDER WITH CEI ENGINEERING ASSOCIATES, INC; AND FOR OTHER PURPOSES.

WHEREAS, Bentonville Parks and Recreation requests the acceptance of this grant which will fund additional engineering and design work related to the McKissic Creek Trail Project;

WHEREAS, numerous high rain events have caused significant erosion at the project site making it not feasible to strictly follow the original design completed by CEI Engineering which necessitates additional engineering and design work; and

WHEREAS, there is no matching portion for this grant.

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

Section 1: The Mayor and City Clerk are authorized to enter into a change order with CEI Engineering Associates, Inc., for additional design and engineering work needed to address significant erosion issues with the McKissic Creek Trail Project site;

Section 2: The Mayor and City Clerk are authorized to accept a grant from the Walton Family Foundation, in the amount of fifty-eight thousand dollars ($58,000.00), for said project;

Section 3: The 2023 Budget is adjusted to recognize fifty-eight thousand dollars ($58,000.00) of grant funds into Account #105050-33810 – Local Grants and appropriating the same to Account #105050-47390 – Improvement Other than Building;

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

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

PASSED this _____ day of _____, 2023.

APPROVED:

ATTEST:

_____
STEPHANIE ORMAN, MAYOR

_____
KIRBY ROMINES, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**2/14/2023**
Department	**Administration**
Submitted by	**Mayor Stephanie Orman**
Phone	**(479)271-5966**

Item Type: (*Check Applicable Item Type*)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

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

Ordinance adopting "Plan 2 - Voting Wards by Address Points" for redistricting the voting wards in the City of Bentonville.

Estimated Cost	**$**
Is this Item Budgeted?	☐ Yes ☐ No

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

City of Bentonville Redistricting 2023

Redistricting is the process of adjusting or redrawing the geographical boundary that represents voting districts for political and/or school districts. Every resident who lives within the boundary of the Bentonville city limits has a District (Ward) assigned to them for voting and representation purposes.

The City of Bentonville is currently split into four Voting Wards with two City Council Members/Representatives in each respective Ward. The wards are currently as follows: Ward 1 in the northeast, Ward 2 in the northwest, Ward 3 in the southwest and Ward 4 in the southeast.

(See the map named "Current Voting Wards")

The current Wards were created in 2017 based on a methodology focused on address points that the City of Bentonville maintains as part of the data structure and basemap through the GIS Department. The Address points are classified as Single-Family Residences (2.65 persons per unit) and Multi-Family Residences (1.67 persons per unit) and are combined with a multiplier assigned by the 2014 *Five-Year American Community Survey* (ACS) based on each classification of residence type. The addresses multiplied by each classification multiplier gave a total population for the City of Bentonville. Once the population was calculated a 1000'x1000' grid was created for the whole city boundary and population was split by each square and assigned accordingly to each of the four Voting Wards by the Districting tool within ESRI ArcMap Software.

Redistricting occurs after each decennial census in congressional districts and state and county legislative seats. The City of Bentonville chose to adjust ward lines in 2017 due to the City's past and continuing growth patterns. The methodology used for the current Voting Wards was based on the best data that was available in 2017. Since that adjustment, there has been continuing significant growth in Bentonville. The population counts for each Voting Ward currently is displayed in the table below:

City of Bentonville	
Voting Ward	***Population***
1	11230
2	11235
3	18918
4	13841

The percent difference between Ward 3 (highest population) and Ward 1 (lowest population) is 50.99%.

The standard set for the deviation between the highest and lowest populated wards historically has been set as 10% or less. As the Wards currently stand, there is a 50.99% deviation between the highest and lowest populated wards. Therefore, a re-evaluation is appropriate to consider for the City of Bentonville.

Bentonville GIS staff met with Stephanie Shaw from the Northwest Arkansas Regional Planning Commission in December 2021 to receive training in how other cities/agencies in the state of Arkansas have been redistricting their Voting Wards. The methodology adopted by many cities in Arkansas is widely used throughout the United States and combines Census Blocks population numbers with US House and Senate boundaries, School District boundaries and major roads where possible to create an even representation of population and City Council Representation between wards. Population numbers in this methodology are based solely on Census Data from the 2020 Census. After receiving this training our GIS staff created one plan for redistricting focused on this same methodology and that is represented by the map named ***"Voting Wards Based on 2020 Census Blocks."***

The Second method that GIS staff used to redistrict the wards was based on a similar methodology to the Districting method used in 2017. The address points for Bentonville were combined with new multipliers set by the 2019 *Five-Year American Community Survey* (ACS). Single-Family Residences were multiplied by 2.77 and Multi-Family Residences were multiplied by 1.79. This method also accounts for projected growth in Bentonville as it includes "Pre-Addresses" that are assigned to residences that are assigned an "In-Progress" status through the permitting/planning processes administered by the City. This method gave the overall population associated with the address points which were then combined with the geographic location of the Census Blocks. This allowed for GIS staff to use the same geographical locations as the Census Blocks, but allowed them to use the data based on the address points for the city. Then wards were adjusted accordingly. This method is represented in the map named ***"Voting Wards Based on Address Points (+ Pre/Projected)."***

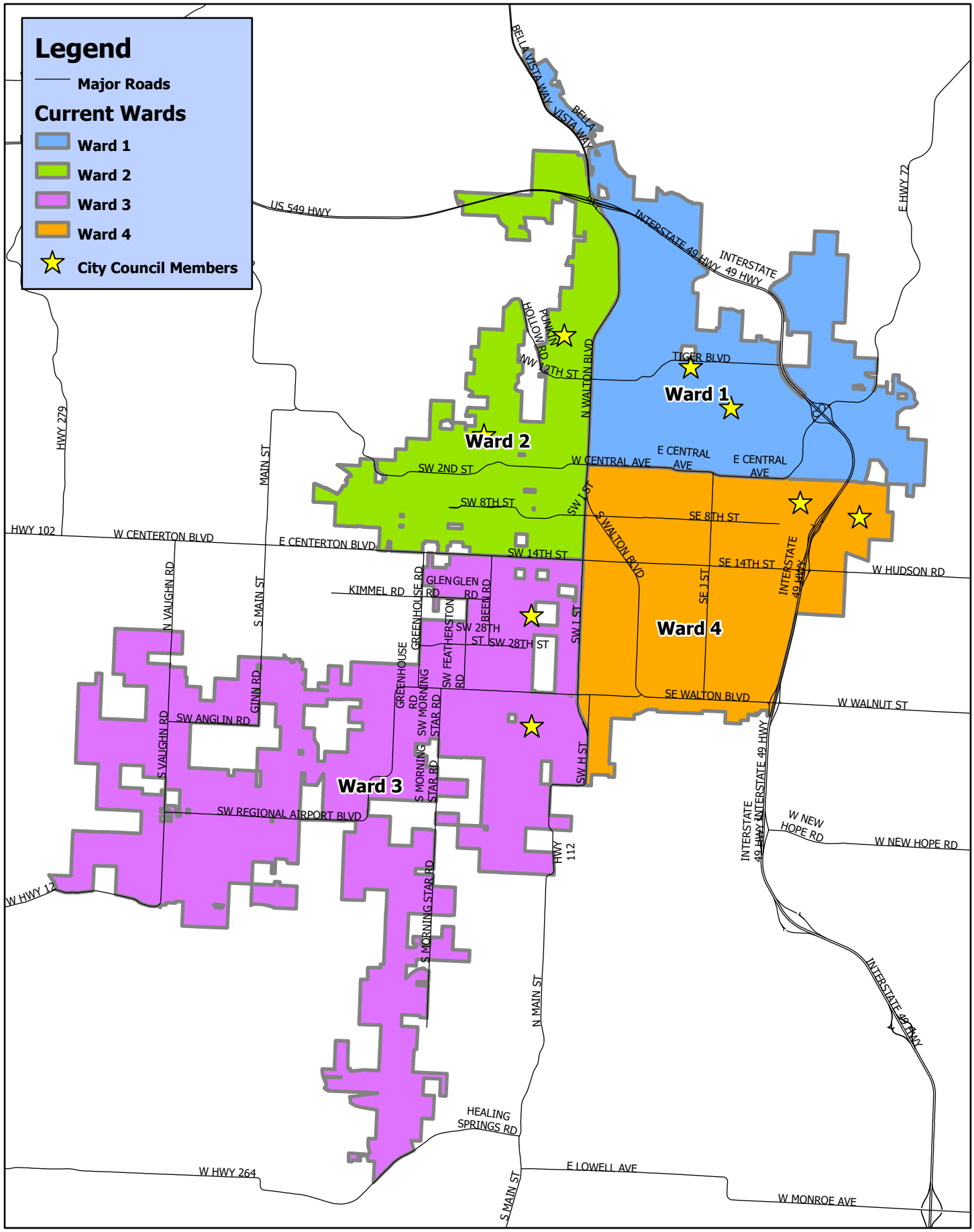
(3 Map attachments)

Population Numbers Per method are as follows:

Current Voting Wards	
Voting Ward	***Population***
1	11230
2	11235
3	18918
4	13841

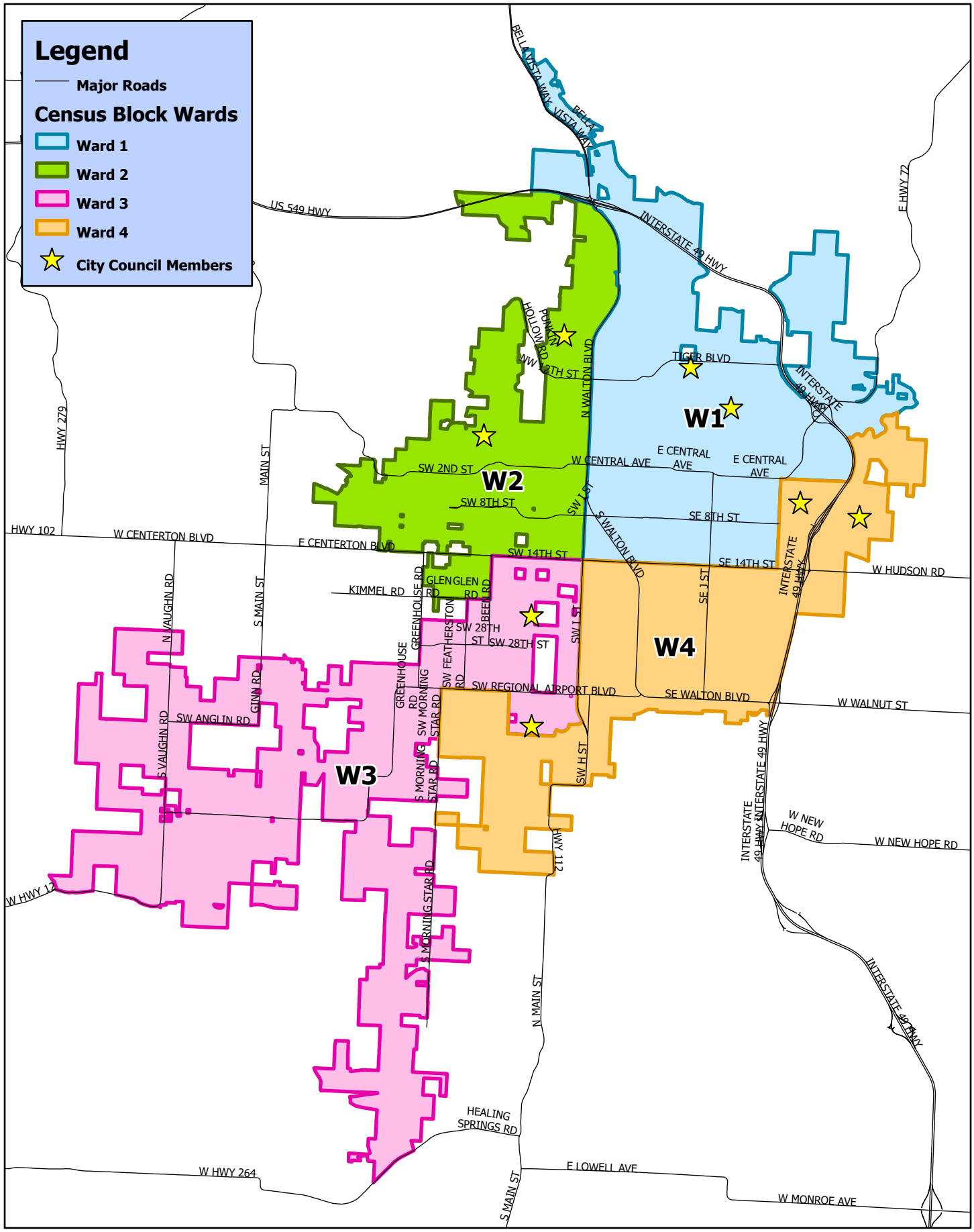
Wards by Census Blocks	
Voting Ward	***Population***
1	13299
2	13505
3	14075
4	13425

Wards by Address Points (+ Pre/Projected)	
Voting Ward	***Population***
1	17206
2	17281
3	17023
4	17517



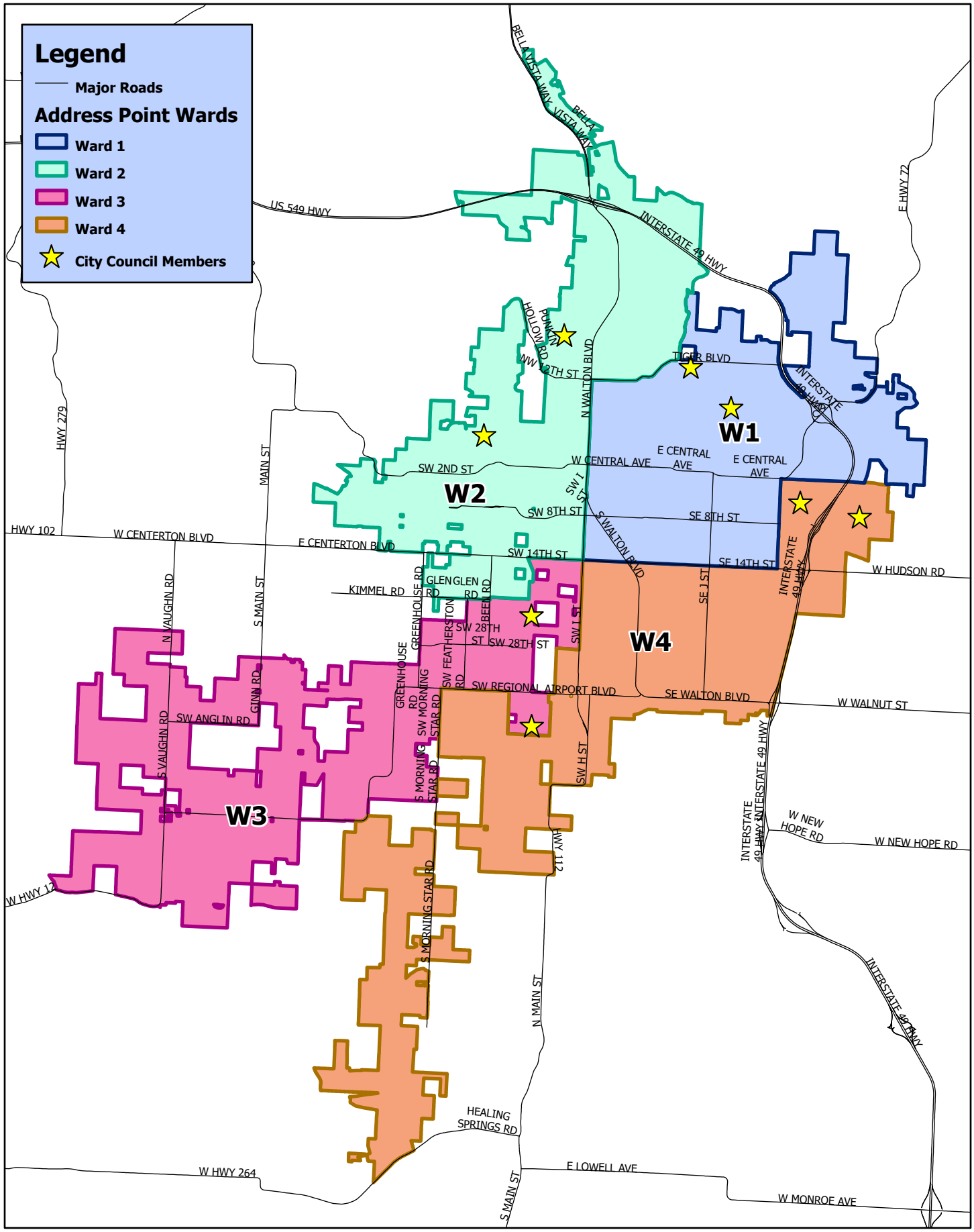
Current Voting Wards

Map Created 01/10/2023



Voting Wards Based on 2020 Census Blocks

Map Created 01/10/2023


Legend
Major Roads
Address Point Wards
Ward 1
Ward 2
Ward 3
Ward 4
City Council Members
W1
W2
W3
W4
BELLA VISTA WAY
US 549 HWY
INTERSTATE 49 HWY
E HWY 72
HWY 279
MAIN ST
HOLLOW RD
PUNKIN
NW 12TH ST
N WALTON BLVD
TIGER BLVD
INTERSTATE 49 HWY
E CENTRAL AVE
W CENTRAL AVE
SW 2ND ST
SW 1 ST
SW 8TH ST
S WALTON BLVD
SE 8TH ST
HWY 102
W CENTERTON BLVD
E CENTERTON BLVD
SW 14TH ST
SE 14TH ST
W HUDSON RD
KIMMEL RD
GLEN RD
BEEN RD
GREENHOUSE RD
N VAUGHN RD
S MAIN ST
SW 28TH ST
SW FEATHERSTON RD
SW I ST
SE J ST
SW REGIONAL AIRPORT BLVD
SE WALTON BLVD
W WALNUT ST
GINN RD
SW ANGLIN RD
S VAUGHN RD
SW MORNING STAR RD
S MORNING STAR RD
SW H ST
HWY 112
W NEW HOPE RD
W HWY 12
N MAIN ST
HEALING SPRINGS RD
W HWY 264
E LOWELL AVE
S MAIN ST
W MONROE AVE
N
Voting Wards Based on Address Points (+Pre/Projected)
Map Created 01/10/2023
THE CITY OF BENTONVILLE

ORDINANCE NO. _____

AN ORDINANCE REDISTRICTING THE WARDS OF THE CITY OF BENTONVILLE, ARKANSAS FOR COUNCIL MEMBERS TO TAKE OFFICE IN 2025; AND FOR OTHER PURPOSES.

WHEREAS, two (2) Council Members are elected for the City Council of the City of Bentonville from ear of the four (4) Wards previously established by the Council;

WHEREAS, the population growth in some areas of the City has resulted in a growing imbalance to the population of the existing Wards;

WHEREAS, the interests of the citizens of Bentonville would be best served by adjusting ward boundary lines to provide for more equal balance between the population of the Wards; and

WHEREAS, additionally, there is merit in the Ward boundaries being placed on prominent roads so as to make the distinction between the Wards clear.

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

Section 1: The Ward boundaries for the City of Bentonville, Arkansas are hereby established as follows:

Ward 1 – That area of the City of Bentonville which is BOTH North of a line running down the centerline of SW 14th Street and East of SW I Street running thence East along the centerline of SW 14th Street/SE 14th Street to its intersection with SE Moberly Lane thence running North along the centerline of SE Moberly Lane to its intersection with E Central Avenue thence running East along E Central Avenue to its intersection with E Battlefield Boulevard thence along the centerline of E Battlefield Boulevard to the City limits. Thence traversing along the City limits boundary to a point on the City limits at the intersection of NE A Street which is approximately 4016 feet Northeast of the intersection of NE A Street and NE Tiger Boulevard thence running South along the centerline of NE A Street to its intersection with NE Tiger Boulevard thence running Southwest along the centerline of NE Tiger/Tiger Boulevard to its intersection with N Walton Boulevard thence South along the centerline of N Walton Boulevard to its intersection with SW I Street thence South along the centerline of SW I Street to the point of beginning.

Ward 2 – That area of the City of Bentonville which is BOTH North of a line running down the centerline of SW 14th Street and West of SW I Street running thence North along the centerline of SW I Street to its intersection with S Walton Boulevard thence North along the centerline of S Walton/N Walton Boulevard to its intersection with Tiger Boulevard thence Northeast along Tiger/NE Tiger Boulevard to its intersection with NE A Street thence Northeast along the centerline of NE A Street to a point on the City limits which is approximately 5446 feet Northeast of the intersection of NE A Street and NE Tiger Boulevard. Thence traversing along the City limits North, East, South and West to a point at the intersection of Glen Road and Featherston Road thence running East along the centerline of Glen Road to its intersection with Been Road thence North along the centerline of Been Road to its intersection SW 20th Street thence running East along the centerline of SW 20th Street to its intersection with SW Birch Street thence running North along the centerline of SW Birch Street to its intersection with SW 18th Street thence running East along the centerline of SW 18th Street to its current termination point approximately 212 feet from the intersection of SW 18th Street and SW Birch Street. Thence North 553 feet to a point thence Northwest 922 feet to a point on the centerline of SW 14th Street which is approximately 75 feet east of

the intersection of SW 14th Street and SW Bright Road thence running East along the centerline of SW 14th Street to the point of beginning.

Ward 3 – That area of the City of Bentonville which is BOTH South of a line running down the centerline of SW 14th Street and West of SW I Street running thence West along the centerline of SW 14th Street to a point on the centerline of SW 14th Street that is approximately 75 feet from its intersection with SW Bright Road thence Southeast approximately 922 feet to a point thence approximately 553 feet South to the current termination point of SW 18th Street that is approximately 212 feet from the intersection of SW Birch Street and SW 18th Street thence West to the intersection of SW 18th Street and SW Birch Street thence running South along the centerline of SW Birch Street to its intersection with SW 20th Street thence running West along the centerline of SW 20th Street to its intersection with Been Road thence running South along the centerline of Been Road to its intersection with Glen Road thence running West along the centerline of Glen Road to its intersection with Featherston Road which is also the current extent of the City limits boundary. Thence traversing South, West, East and North along the City limits to a point on the City limit boundary that is approximately 172 feet South of the intersection of SW Rosemont Avenue and SW Morning Star Road thence running North along the centerline of SW Morning Star Road to its intersection with SW Regional Airport Boulevard thence running East along the centerline of SW Regional Airport Boulevard to its intersection with SW Bright Road thence running South along the centerline of SW Bright Road to its intersection with SW Hayfield Avenue thence running East along the centerline of SW Hayfield Avenue to its intersection with SW Hollowbrook Street thence running North along the centerline of SW Hollowbrook Street to its intersection with SW Sunbrooke Street thence running North along the centerline of SW Sunbrooke Street to its intersection with SW Regional Airport Boulevard thence running west along the centerline of SW Regional Airport Boulevard to the current City limits thence North, East and South along the current City limits boundary to a point at the current termination point of SW 28th Street which is approximately 1338 feet from the intersection of SW 28th Street and SW I Street thence running North along the centerline of SW I Street to the point of beginning.

Ward 4 – That are of the City of Bentonville that is BOTH South of a line running down the centerline of SW 14th Street and East of SW I Street running thence South along the centerline of SW I Street to a point its intersection with SW 28th Street thence running West along the centerline of SW 28th Street to the current termination point of SW 28th Street which is approximately 1338 feet from the intersection of SW 28th Street and SW I Street thence traversing South and West along the current City limits boundary to the intersection of SW Regional Airport Boulevard and SW Sunbrooke Street thence running South along the centerline of SW Sunbrooke Streete to its intersection with SW Hollowbrook Street thence running South along the centerline of SW Hollowbrook Street to its intersection with SW Hayfield Avenue thence running West along the centerline of SW Hayfield Avenue to its intersection with SW Bright Road thence running North along the centerline of SW Bright Road to its intersection with SW Regional Airport Boulevard thence running West along the centerline of SW Regional Airport Boulevard to its intersection with SW Morning Star Road thence running South along the centerline of SW Morning Star Road to the current City limits boundary. Thence traversing along the current City limits boundary East, South, West and North to the intersection of Woods Creed Road and E Battlefield Boulevard thence running West along the centerline of E Battlefield Boulevard to its intersection with E Central Avenue thence running West along the centerline of E Central Avenue to its intersection with SE Moberly Lane thence running South along the centerline of SE Moberly Lane to its intersection with SE 14th Street thence running West along the centerline of SE 14th/SW 14th Street to the point of beginning. AND which also includes Summerlin Subdivision Phases 1 and 2.

Section 2: A map depicting the described boundaries is on file with the City Clerk and is attached as Exhibit "A" to this Ordinance and adopted as shown;

Section 3: The Ward boundaries described in Section 1 shall be effective for the election of Council members in 2024 to take office in 2025 and thereafter;

Section 4: While being required to reside in the Ward from which they are elected, Council Members shall continue to be elected at large by the voters of the entire City of Bentonville;

Section 5 - 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 6 - 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 _____, 2023.

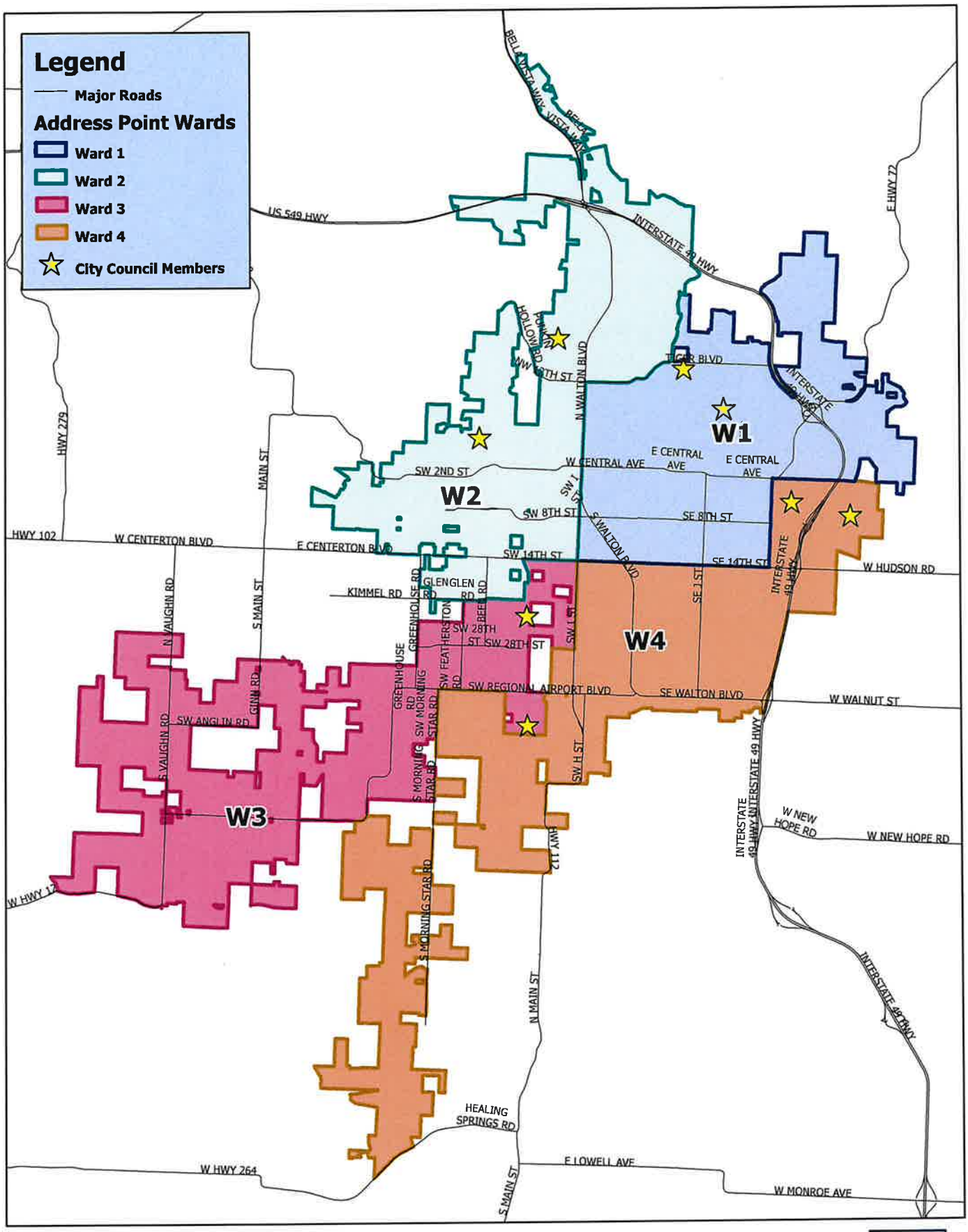
APPROVED:

Attest:

_____
STEPHANIE ORMAN, Mayor

_____
KIRBY ROMINES, City Clerk

Exhibit "A"


Legend
Major Roads
Address Point Wards
Ward 1
Ward 2
Ward 3
Ward 4
City Council Members
W1
W2
W3
W4
US 549 HWY
INTERSTATE 49 HWY
BELLA VISTA WAY
VISTA WAY
E HWY 72
HOLLOW RD
NW 8TH ST
N WALTON BLVD
TIGER BLVD
INTERSTATE 49 HWY
HWY 279
MAIN ST
SW 2ND ST
W CENTRAL AVE
E CENTRAL AVE
E CENTRAL AVE
SW 1 ST
SW 8TH ST
S WALTON BLVD
SE 8TH ST
HWY 102
W CENTERTON BLVD
E CENTERTON BLVD
SW 14TH ST
SE 14TH ST
INTERSTATE 49 HWY
W HUDSON RD
KIMMEL RD
GLENGLEN RD
SE J ST
N VAUGHN RD
S MAIN ST
GREENHOUSE RD
BEEL RD
SW 28TH ST
SW 28TH ST
SW I ST
SW FEATHERSTON RD
SW REGIONAL AIRPORT BLVD
SE WALTON BLVD
W WALNUT ST
SW ANGLIN RD
GINN RD
S VAUGHN RD
GREENHOUSE RD
SW MORNING STAR RD
SW H ST
INTERSTATE 49 HWY
W NEW HOPE RD
W NEW HOPE RD
W HWY 12
HWY 112
S MORNING STAR RD
INTERSTATE 49 BYPASS
N MAIN ST
HEALING SPRINGS RD
W HWY 264
E LOWELL AVE
S MAIN ST
W MONROE AVE
N
THE CITY OF BENTONVILLE