



BENTONVILLE CITY COUNCIL AGENDA

**Committee of the Whole
Community Development
Planning Commission Meeting Room**

**Tuesday, January 28, 2014 6:00 p.m.
305 SW "A" Street**

**Regular City Council Meeting
Community Development
Planning Commission Meeting Room**

**Tuesday, January 28, 2014 6:00 p.m.
305 SW "A" Street**

**Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: January 14, 2014**

AGENDA

1. Planning:

1a. **Jimmy Beasley: Lot 41 Oakwood Heights Addition, Property Line Adjustment 2002 Almand Drive, Zoned R-1, Single Family Residential.**

(Pages 8-11)

The planning commission voted 6-0 recommending approval.

The applicant has submitted a request to complete a Property Line Adjustment for property located on the northeast corner of the intersection of Almand Drive and Hidden Oaks Trail. The plat as provided indicates the creation of a single lot from two existing lots to be known as Lot 41 (0.60 acres), Oakwood Heights Addition and will dedicate 5' of right of way and a 20' utility easement along Almand Drive and Hidden Oaks Trail.

1b. **Thrive Bentonville LLC: Lot 17 Block 1 Smarrt's Addition, Property Line Adjustment, 401 Southwest A Street, Zoned D-C, Downtown Core.**

(Pages 12-15)

The planning commission voted 6-0 recommending approval.

The applicant has submitted a request to complete a Property Line Adjustment for property located at 401 Southwest 'A' Street also known as Thrive Bentonville. The plat as provided indicates the creation of a single lot from three existing lots to be known as Lot 17 (0.76 acres), Smarrt's Addition and will dedicate of right of way to the building façade. All utilities are within the right-of-way therefore no easements are being dedicated.

- 1c. **Glass Investments LLC: Gateway Park Addition, Property Line Adjustment, Southwest Rainbow Farms Road and Southwest Regional Airport Boulevard, Zoned I-1, Industrial.**

(Pages 16-19)

The planning commission voted 6-0 recommending approval.

The applicant has submitted a request to complete a Property Line Adjustment for property located on the southwest corner of the intersection of Southwest Rainbow Farms Road and Southwest Regional Airport Boulevard to be known as Gateway Park Addition. The plat as provided indicates the creation of a three lots from one existing parcel to be known as Lot 1 (9 acres), Lot 2 (17 acres) and Lot 3 (57 acres). The plat also indicates the dedication of 45' of right of way along Southwest Rainbow Farms Road and 40 feet of right-of-way along Southwest Regional Airport Boulevard.

- 1d. **Jay Howard: Lot 8 Block 12 Deming's 2nd Addition, Property Line Adjustment, 502 Northeast A Street, Zoned R-1, Single Family Residential.**

(Pages 20-23)

The planning commission voted 6-0 recommending approval.

The applicant has submitted a request to complete a Property Line Adjustment for property located at 502 Northeast 'A' Street. The plat as provided indicates the creation of a single lot from two existing lots to be known as Lot 8, Block 12, Deming's 2nd Addition (0.47 acres). Additional right of way is being dedicated along Northeast 'A' Street and a utility easement will be dedicated along the southern property line.

- 1e. **Glass Investments LLC: Rezoning, Southwest Rainbow Farms Road and Southwest Regional Airport Boulevard, Rezoning request from C-2, General Commercial to I-1, Light Industrial.**

(Pages 24-28)

The planning commission voted 6-0 recommending approval.

The zoning amendment will add industrial land where public facilities are adequate and other similar uses are already constructed. According to the General Plan, the city shall entertain additional industrial designated property when current industrial property has been absorbed. The property is located along a major arterial where improvements are currently underway to better handle the additional traffic generated from this industrial development.

- 1f. **Mitchell and Spencer Properties, LLC: Rezoning, Proposed US Highway 71 and Peach Orchard Road, Rezoning request from A-1, Agricultural to C-2, General Commercial.**

(Pages 29-33)

The planning commission voted 6-0 recommending approval.

The future land use plan depicts this property as Commercial and Mixed Use. The intersection of Peach Orchard Road, US 71 and within close proximity to the I-49 interchange is designated an activity node within our Land Use plan. These activity nodes are shown at locations where major transportation routes

intervene. Therefore the goods and services offered at these locations are easily accessible by the adjacent residential properties.

1g. **Southeast Downtown Area Plan: Resolution.**

(Pages 34-37)

The planning commission voted 6-0 recommending approval.

The goal of the SE Downtown Area Plan is to focus attention on a specific area of downtown that has opportunities for redevelopment and provide a more detailed guide for implementation. The study area is approximately 300 acres which allows for more strategic planning.

2. An ordinance vacating a utility easement located in Lot 2 Magellan Commercial Subdivision to the City of Bentonville, Arkansas, Benton County, Arkansas.
(Pages 38-42)
3. Council concurrence to purchase a Sub-Compact 4wd 5 passenger vehicle instead of the budgeted 2wd small pickup.
(Page 43)
4. Attached is the contract for Economic Development between the Bentonville/ Bella Vista Chamber of Commerce and the City of Bentonville. Primary contract obligations include Business Retention and Expansion interviews within the business community and function as the primary point of contact for the (AEDC) Arkansas Economic Development Council and the NWA Council. The chamber will produce a semi-annual report on the above activities. Community and Economic Development will continue to meet Bi-monthly with the Bentonville / Bella Vista Chamber of Commerce to strategize, work through issues and respond cooperatively to requests for information from prospective projects.
(Pages 44-47)
5. Appoint Thomas Byland to the City of Bentonville Planning Commission to fill Pat Carroll's unexpired term. (Term expires 7/01/15)
(Pages 48-53)
6. Request for a waiver of bid to allow for the purchase of Patrol Uniforms from Cruse Uniforms in Springdale, Arkansas. The 2014 Budget total budget allotment for Police Department Uniform Supplies is \$98,700.00. This includes Dispatch Uniforms, Patrol Uniforms and Replacements, Bike Team Uniforms, SWAT Uniforms, Leather Gear and Replacements, and other Soft Uniform items such as coats, jackets, rain gear, hats, and informal uniforms. Patrol Uniforms and Replacement Uniforms accounts for the largest portion of this expense and represents \$55,000.00 of this total. Factors such as employee turnover and general wear and tear, determine the actual yearly expense related to Patrol Uniforms and Replacement. The department currently uses Cruse Equipment in Springdale for such uniform and uniform related needs. Being located in Springdale, this provider promotes safety and convenience by allowing local, timely and cost effective uniform measuring, fitting, alterations, and availability. The next closest similar provider is located in Carthage, MO. This waiver of bid would not exceed the budgeted amount.
(Pages 54-56)
7. Approve Animal Services contract with the City of Rogers. This is a 13 month contract and has the same monthly service fee and provisions as our previous year's contract.
(Pages 57-60)

8. Request that certain equipment be declared as surplus, specifically one (1) Single Vent Containment Trailer (Serial Number 1E9BT0823YA037605) that is currently in possession of the Bentonville Bomb Squad. This trailer is a custom shop built, tandem axle, non-certified explosive containment trailer that has been in the possession of the Squad since their transfer to Bentonville. It will be replaced with grant funds Homeland Security (via Benton County Emergency Mgt.) with a new fully certified, biological hazard capable, containment trailer. The containment trailer being replaced can be responsibly disposed by transferring it to the Arkansas State Police Bomb Squad. This will allow the equipment to be available for local and statewide use and also allow for the best disposition of an extremely specialized piece of equipment. The trailer will be transferred with the understanding that it does not have formal certifications.
(Pages 61-62)
9. Resolution authorizing the Mayor and City Clerk enter into an agreement with Downtown Bentonville, Inc., for services to the City of Bentonville and its citizens during the calendar year of 2014.
(Pages 63-66)
10. City Council approval of an ordinance waiving competitive bid for chlorine at the Melvin Ford Aquatic Center, the Fountains at Lawrence Plaza and the Fountains at the Downtown Square.
(Pages 67-70)
11. City Council approval of a resolution authorizing the Mayor and City Clerk enter into an agreement with Challenger Sports for the operation of soccer camps at Memorial Park.
(Pages 71-74)
12. Staff is requesting approval of an ordinance waiving competitive bidding and authorizing the Mayor and City Clerk to enter into 5 professional service agreements with Utility Services Group for maintenance of 5 water storage tanks located in the City of Bentonville. Since each tank facility is unique in size and shape it is necessary for each storage tank to have its own annual maintenance agreement that will have the option to renew each year. The Maintenance Agreements annual cost is as follows: Downtown Tank \$34,121.00, I Street 6 Million gallon tank \$121,714.00, I street 3 Million gallon tank \$73,072.00, 2 Million gallon elevated tank on NW 12 Street \$59,633.00 and 1 Million gallon elevated tank on Water Tower Rd. \$58,154.00 for a total of \$346,694 annually.
(Pages 75-108)
13. Council approval of a resolution authorizing the Mayor and Clerk to enter into a professional services contract with Sandcreek Engineers, Inc. for Design, Bid Administration, and Construction Observation for the NE 2nd St. Drainage Project for \$35,000.00 plus reimbursables.
(Pages 109-118)
14. Fire Department Staff recommends Council accept a Walmart grant in the amount of \$96,729.00 to provide training for the Fire and Police Departments. The training is a week long course to enhance our departments in the event of an active shooter incident in the City of Bentonville.
(Page 119)
15. Fire Department Staff recommends Council approve a budget adjustment in the amount of \$96,729.00 for "Active Shooter" training. The Police and Fire Departments will train together to enhance our skills in the event of an Active Shooter incident in the City of Bentonville.
(Pages 120-121)

16. Request that the City Council allow the Mayor and City Clerk to enter into a contract with Emergency Services Group International (ESGI) to provide training on "Active Shooter" for the Police and Fire Department. **(Pages 122-134)**
17. Fire Department Staff recommends Council approval to surplus 30 SCBA (Self Contained Breathing Apparatus) bottles. These bottles have reached their life expectancy of 15 years and must be removed from service. These bottles will be discarded in the City's recycle metal bin at the City Warehouse. **(Pages 135-136)**
18. Request that the City Council approves a "Title Change" to the 2014 pay plan. Remove the Title "Community Development Director" and add the title "Community and Economic Development Director". This title change reflects the reorganization of community development to include economic development that was added during the 3rd quarter of CY 2013. **(Pages 137-138)**
19. State of the City Report – Mayor Bob McCaslin.

**City Council
Planning Agenda
January 21, 2014**

Jimmy Beasley: Lot 41 Oakwood Heights Addition, Property Line Adjustment 2002 Almand Drive, Zoned R-1, Single Family Residential.

The planning commission voted 6-0 recommending approval.

The applicant has submitted a request to complete a Property Line Adjustment for property located on the northeast corner of the intersection of Almand Drive and Hidden Oaks Trail. The plat as provided indicates the creation of a single lot from two existing lots to be known as Lot 41 (0.60 acres), Oakwood Heights Addition and will dedicate 5' of right of way and a 20' utility easement along Almand Drive and Hidden Oaks Trail.

Thrive Bentonville LLC: Lot 17 Block 1 Smarrt's Addition, Property Line Adjustment, 401 Southwest A Street, Zoned D-C, Downtown Core

The planning commission voted 6-0 recommending approval.

The applicant has submitted a request to complete a Property Line Adjustment for property located at 401 Southwest 'A' Street also known as Thrive Bentonville. The plat as provided indicates the creation of a single lot from three existing lots to be known as Lot 17 (0.76 acres), Smarrt's Addition and will dedicate of right of way to the building façade. All utilities are within the right-of-way therefore no easements are being dedicated.

Glass Investments LLC: Gateway Park Addition, Property Line Adjustment, Southwest Rainbow Farms Road and Southwest Regional Airport Boulevard, Zoned I-1, Industrial

The planning commission voted 6-0 recommending approval.

The applicant has submitted a request to complete a Property Line Adjustment for property located on the southwest corner of the intersection of Southwest Rainbow Farms Road and Southwest Regional Airport Boulevard to be known as Gateway Park Addition. The plat as provided indicates the creation of a three lots from one existing parcel to be known as Lot 1 (9 acres), Lot 2 (17 acres) and Lot 3 (57 acres). The plat also indicates the dedication of 45' of right of way along Southwest Rainbow Farms Road and 40 feet of right-of-way along Southwest Regional Airport Boulevard.

Jay Howard: Lot 8 Block 12 Deming's 2nd Addition, Property Line Adjustment, 502 Northeast A Street, Zoned R-1, Single Family Residential

The planning commission voted 6-0 recommending approval.

The applicant has submitted a request to complete a Property Line Adjustment for property located at 502 Northeast 'A' Street. The plat as provided indicates the creation of a single lot from two existing lots to be known as Lot 8, Block 12, Deming's 2nd Addition (0.47 acres). Additional right of way is being dedicated along Northeast 'A' Street and a utility easement will be dedicated along the southern property line.

Glass Investments LLC: Rezoning, Southwest Rainbow Farms Road and Southwest Regional Airport Boulevard, Rezoning request from C-2, General Commercial to I-1, Light Industrial

The planning commission voted 6-0 recommending approval.

The zoning amendment will add industrial land where public facilities are adequate and other similar uses are already constructed. According to the General Plan, the city shall entertain additional industrial designated property when current industrial property has been absorbed. The property is located along a major arterial where improvements are currently underway to better handle the additional traffic generated from this industrial development.

Mitchell and Spencer Properties, LLC: Rezoning, Proposed US Highway 71 and Peach Orchard Road, Rezoning request from A-1, Agricultural to C-2, General Commercial

The planning commission voted 6-0 recommending approval.

The future land use plan depicts this property as Commercial and Mixed Use. The intersection of Peach Orchard Road, US 71 and within close proximity to the I-49 interchange is designated an activity node within our Land Use plan. These activity nodes are shown at locations where major transportation routes intervene. Therefore the goods and services offered at these locations are easily accessible by the adjacent residential properties.

Southeast Downtown Area Plan: Resolution

The planning commission voted 6-0 recommending approval.

The goal of the SE Downtown Area Plan is to focus attention on a specific area of downtown that has opportunities for redevelopment and provide a more detailed guide for implementation. The study area is approximately 300 acres which allows for more strategic planning.

Planning Commission Staff Report
Property Line Adjustment: Lot 41 Oakwood Heights Addition

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Jon Stanley, Planner
PC DATE: January 21, 2014

GENERAL INFORMATION:

Project Number: 13-07000031

Applicant: Jimmy Beasley

Representative: Jimmy Beasley

Requested Action: Property Line Adjustment Approval

Location: Intersection of Almand Drive and Hidden Oaks Trail

Existing Zoning: R-1, Single Family Residential

Land Use Plan: Low Density Residential

BACKGROUND:

The applicant has submitted a request to complete a Property Line Adjustment for property located on the northeast corner of the intersection of Almand Drive and Hidden Oaks Trail. The plat as provided indicates the creation of a single lot from two existing lots to be known as Lot 41 (0.60 acres), Oakwood Heights Addition and will dedicate 5' of right of way and a 20' utility easement along Almand Drive and Hidden Oaks Trail.

SURROUNDING LAND USES AND ZONING:

Direction	Zoning	Land Use
North	R-1, Single Family Residential	Low Density Residential
South	R-1, Single Family Residential	Low Density Residential
East	R-1, Single Family Residential	Low Density Residential
West	R-1, Single Family Residential	Low Density Residential

STREETS

Direction	Name	Classification
North	-	-
South	-	-
East	Hidden Oaks Trail	Local
West	Almand Drive	Local

STANDARD CONDITIONS OF APPROVAL

1. A digital copy of the plat.
2. All technical review comments must be addressed before building permits will be issued.

ISSUES / ANALYSIS:

Site Inspection: A site inspection was completed; this site is currently a vacant lot within a residential subdivision.

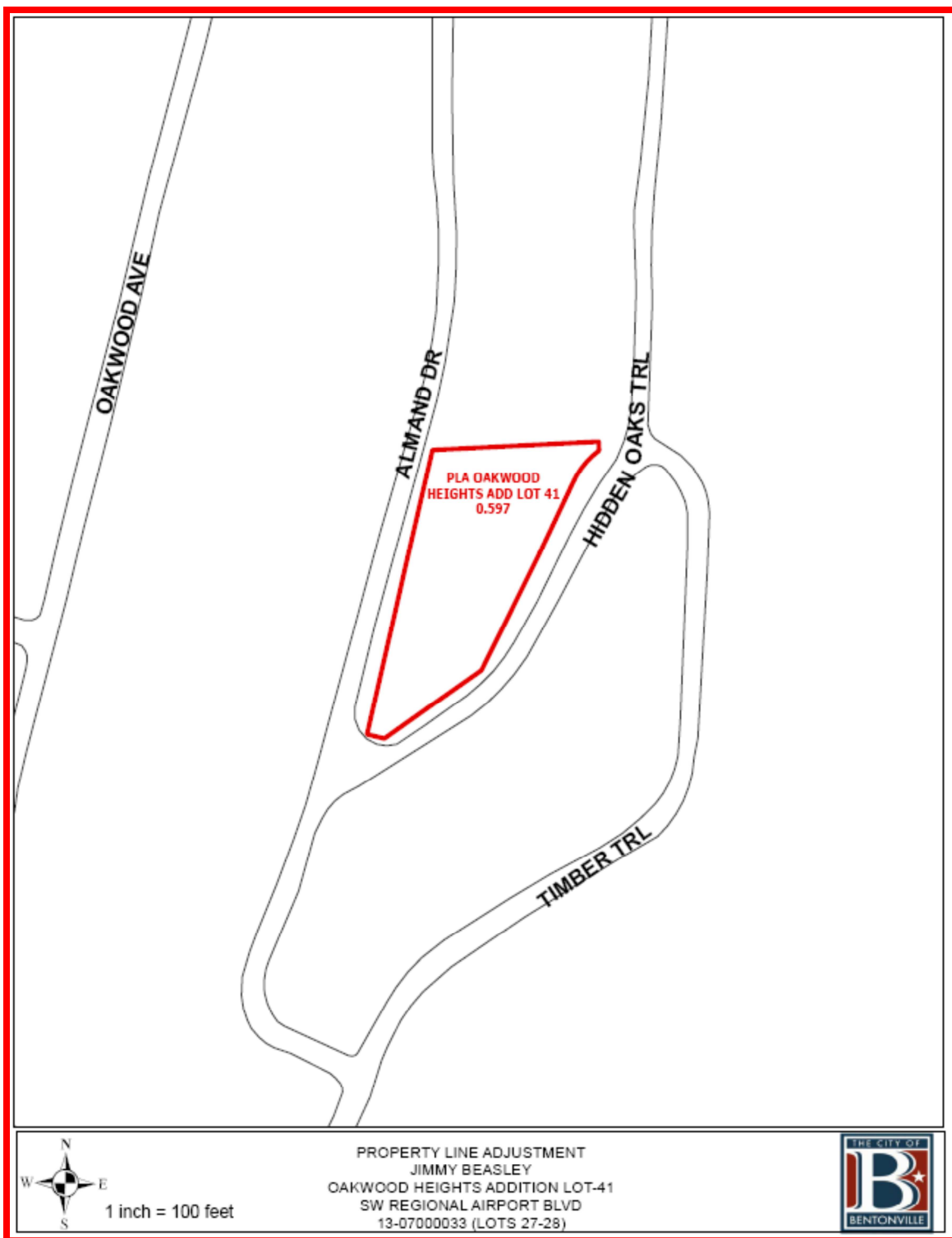
Drainage Report: A drainage report is not required for this property line adjustment.

Water / Sewer: Per the G.I.S. site, water and sewer are currently available to the site.

Analysis / Conclusion: This property line adjustment meets the minimum requirements of the subdivision regulations.

RECOMMENDATION:

Staff has reviewed this application and recommends APPROVAL.



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PLAT OF LOT 41 OAKWOOD HEIGHTS ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS.

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the plat of Lot 41 Oakwood Heights Addition, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 21st day of January, 2014 and

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

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

WHEREAS, the plat 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 plat should be approved.

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

Section 1: That the plat of Lot 41 Oakwood Heights 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 plat by certifying said acceptance on the approved plat.

PASSED AND APPROVED THIS _____ DAY OF _____, 2014.

ATTEST

APPROVED

CITY CLERK

MAYOR

Planning Commission Staff Report
Property Line Adjustment: Lot 17, Block 1, Smartt's Addition

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Jon Stanley, Planner
PC DATE: January 21, 2014

GENERAL INFORMATION:

Project Number: 13-07000032

Applicant: Thrive Bentonville, LLC

Representative: Morrison-Shipley Engineers, Inc.

Requested Action: Property Line Adjustment Approval

Location: 401 Southwest 'A' Street

Existing Zoning: DC, Downtown Core,

Land Use Plan: Low Density Residential

BACKGROUND:

The applicant has submitted a request to complete a Property Line Adjustment for property located at 401 Southwest 'A' Street also known as Thrive Bentonville. The plat as provided indicates the creation of a single lot from three existing lots to be known as Lot 17 (0.76 acres), Smartt's Addition and will dedicate of right of way to the building façade. All utilities are within the right-of-way therefore no easements are being dedicated.

SURROUNDING LAND USES AND ZONING:

Direction	Zoning	Land Use
North	DC, Downtown Core	Mixed Use
South	DC, Downtown Core	Mixed Use
East	DE, Downtown Edge	Mixed Use
West	DC, Downtown Core	Mixed Use

STREETS

Direction	Name	Classification
North	Southwest 4 th Street	Local
South	Public Alley	-
East	Public Alley	Local
West	Southwest 'A' Street	Collector

STANDARD CONDITIONS OF APPROVAL

1. A digital copy of the plat.
2. All technical review comments must be addressed before building permits will be issued.

ISSUES / ANALYSIS:

Site Inspection: A site inspection was completed; this site is currently a vacant lot within a mixed use area.

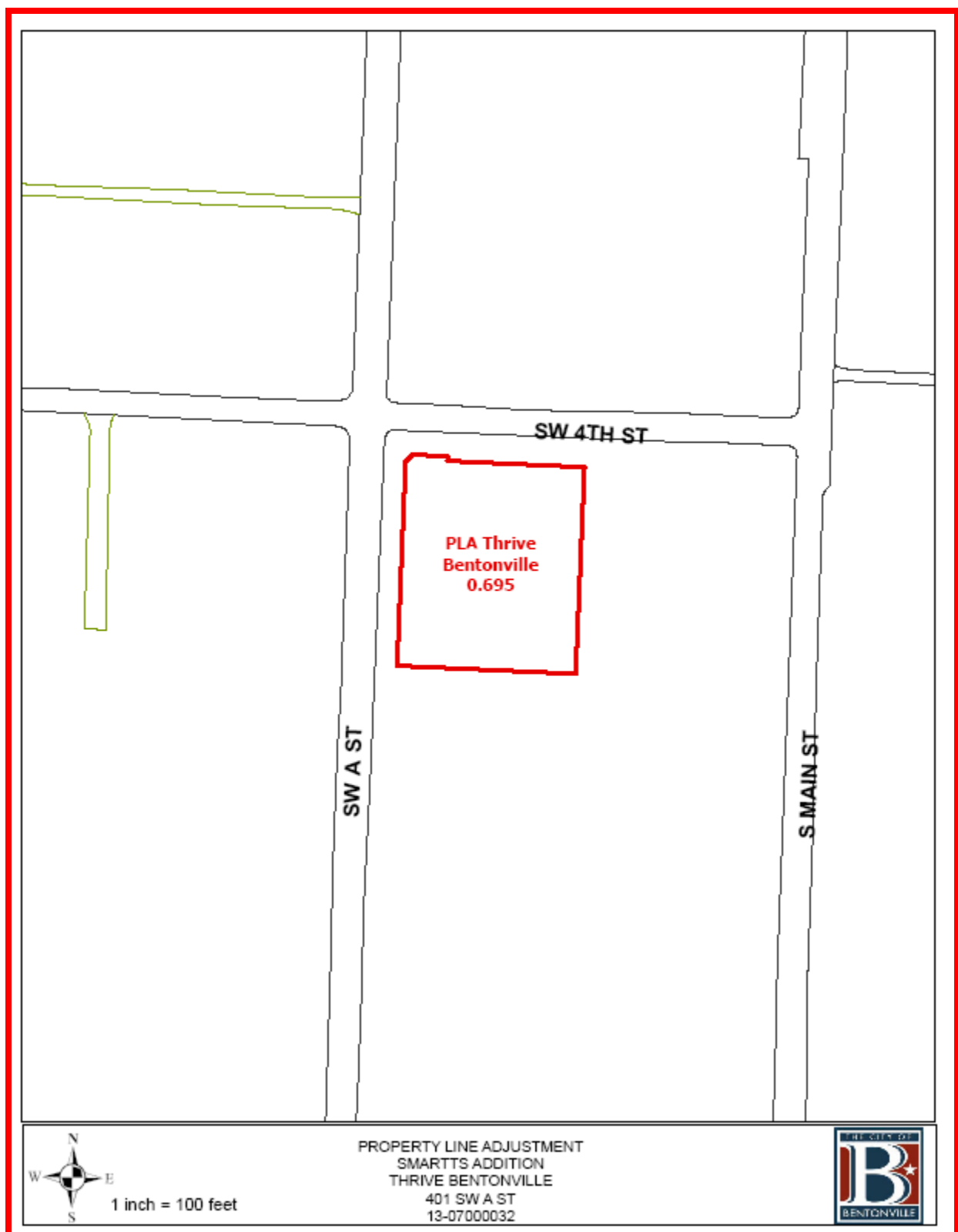
Drainage Report: A drainage report is not required for this property line adjustment.

Water / Sewer: Per the G.I.S. site, water and sewer are currently available to the site.

Analysis / Conclusion: This property line adjustment meets the minimum requirements of the subdivision regulations.

RECOMMENDATION:

Staff has reviewed this application and recommends APPROVAL.



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PLAT OF LOT 17 BLOCK 1 SMARTT'S ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS.

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the plat of Lot 17 Block 1 Smartt's Addition, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 21st day of January, 2014 and

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

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

WHEREAS, the plat 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 plat should be approved.

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

Section 1: That the plat of Lot 17 Block 1 Smartt's Addition, to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2014

ATTEST

APPROVED

CITY CLERK

MAYOR

Planning Commission Staff Report
Property Line Adjustment: Gateway Park Addition

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Jon Stanley, Planner
PC DATE: January 21, 2014

GENERAL INFORMATION:

Project Number: 13-07000033

Applicant: Glass Investments, LLC

Representative: Bates & Associates

Requested Action: Property Line Adjustment Approval

Location: Southwest Rainbow Farms Road and Southwest Regional Airport Boulevard

Existing Zoning: C-2, General Commercial

Land Use Plan: Industrial

BACKGROUND:

The applicant has submitted a request to complete a Property Line Adjustment for property located on the southwest corner of the intersection of Southwest Rainbow Farms Road and Southwest Regional Airport Boulevard to be known as Gateway Park Addition. The plat as provided indicates the creation of a three lots from one existing parcel to be known as Lot 1 (9 acres), Lot 2 (17 acres) and Lot 3 (57 acres). The plat also indicates the dedication of 45' of right of way along Southwest Rainbow Farms Road and 40 feet of right-of-way along Southwest Regional Airport Boulevard.

SURROUNDING LAND USES AND ZONING:

Direction	Zoning	Land Use
North	A-1, Agricultural	Low Density Residential
South	C-2, General Commercial	Commercial
East	PUD, Planned Unit Development	Low Density Residential
West	C-1, Neighborhood Commercial	Agricultural

STREETS

Direction	Name	Classification
North	Southwest Rainbow Farms Road	Asphalt no marking and open ditch
South	-	-
East	Southwest Regional Airport Boulevard	2 Lane state highway with shoulders
West	-	-

STANDARD CONDITIONS OF APPROVAL

1. A digital copy of the plat.
2. All technical review comments must be addressed before building permits will be issued.

ISSUES / ANALYSIS:

Site Inspection: A site inspection was completed; this site is currently vacant within an agricultural area.

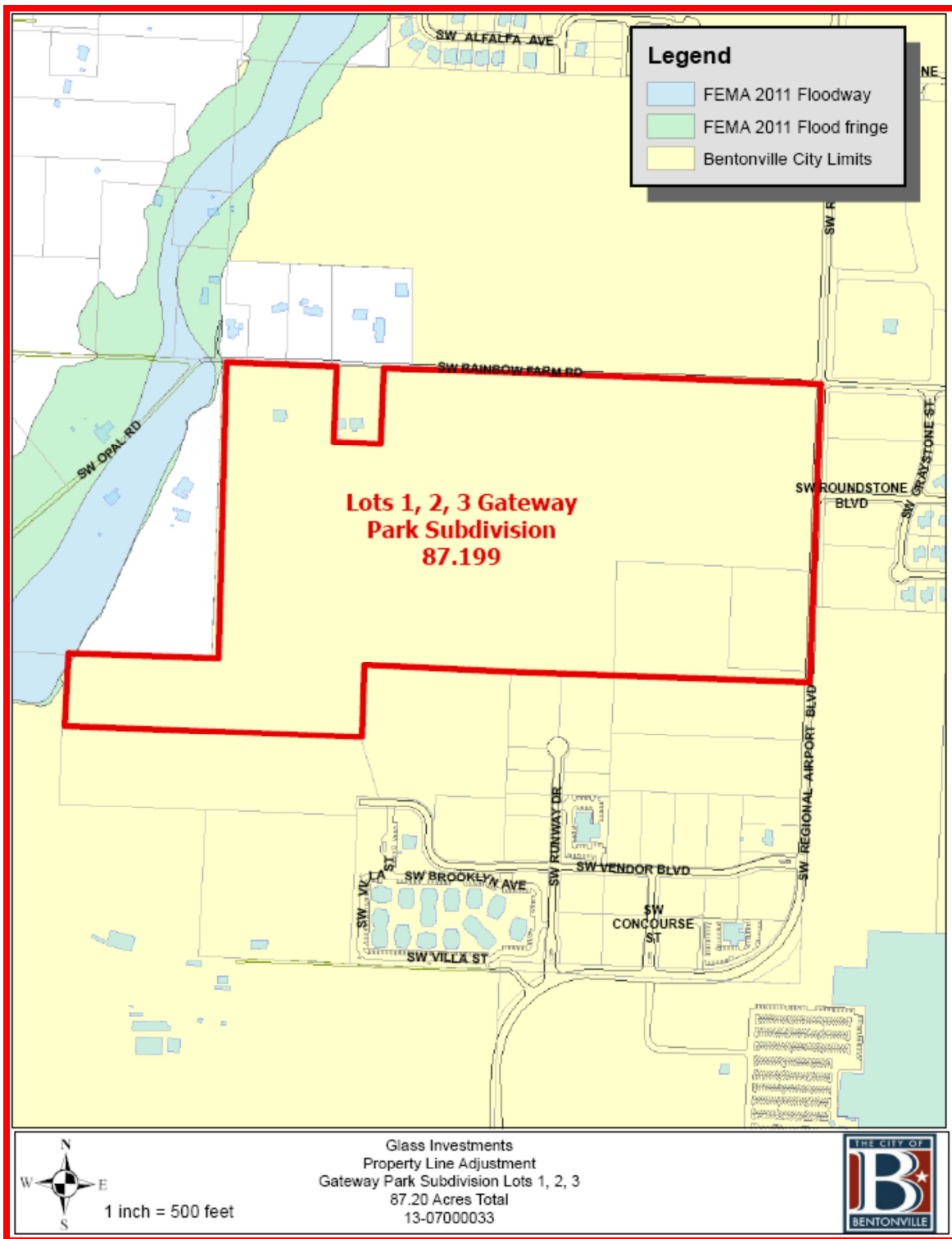
Drainage Report: A drainage report is not required for this property line adjustment.

Water / Sewer: Per the G.I.S. site, water and sewer are currently available to the site.

Analysis / Conclusion: This property line adjustment DOES meets the minimum requirements of the subdivision regulations.

RECOMMENDATION:

Staff has reviewed this application and recommends APPROVAL.



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PLAT OF GATEWAY PARK ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS.

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the plat of Gateway Park Addition, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 21st day of January, 2014 and

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

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

WHEREAS, the plat 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 plat should be approved.

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

Section 1: That the plat of Gateway Park Addition, to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2014

ATTEST

APPROVED

CITY CLERK

MAYOR

Planning Commission Staff Report
Property Line Adjustment: Lot 8, Block 12, Deming's 2nd Addition

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Jon Stanley, Planner
PC DATE: January 21, 2014

GENERAL INFORMATION:

Project Number: 13-04000009

Applicant: Jay Howard

Representative: Blew & Associates

Requested Action: Property Line Adjustment Approval

Location: 502 Northeast 'A' Street

Existing Zoning: R-1, Single Family Residential

Land Use Plan: Low Density Residential

BACKGROUND:

The applicant has submitted a request to complete a Property Line Adjustment for property located at 502 Northeast 'A' Street. The plat as provided indicates the creation of a single lot from two existing lots to be known as Lot 8, Block 12, Deming's 2nd Addition (0.47 acres). Additional right of way is being dedicated along Northeast 'A' Street and a utility easement will be dedicated along the southern property line.

SURROUNDING LAND USES AND ZONING:

Direction	Zoning	Land Use
North	R-1, Single Family Residential	Low Density Residential
South	R-1, Single Family Residential	Downtown Mixed Use
East	R-1, Single Family Residential	Public
West	R-1, Single Family Residential	Low Density Residential

STREETS

Direction	Name	Classification
North	-	-
South	-	-
East	-	-
West	Northeast 'A' Street	Collector

STANDARD CONDITIONS OF APPROVAL

1. A digital copy of the plat.
2. All technical review comments must be addressed before building permits will be issued.

ISSUES / ANALYSIS:

Site Inspection: A site inspection was completed; this site is currently an occupied residence within a single family subdivision.

Drainage Report: A drainage report is not required for this property line adjustment.

Water / Sewer: Per the G.I.S. site, water and sewer are currently available to the site.

Analysis / Conclusion: This property line adjustment meets the minimum requirements of the subdivision regulations.

RECOMMENDATION:

Staff has reviewed this application and recommends APPROVAL.



1 inch = 100 feet

INFORMAL PLAT
JAY HOWARD
DEMINGS 2ND ADDITION LOT 8 BLOCK 12
502 NE A ST
13-04000009 ZONED R-1



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PLAT OF LOT 8 BLOCK 12 DEMING'S 2ND ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS.

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the plat of Lot 8 Block 12 Deming's 2nd Addition, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 21st day of January, 2014 and

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

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

WHEREAS, the plat 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 plat should be approved.

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

Section 1: That the plat of Lot 8 Block 12 Deming's 2nd 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 plat by certifying said acceptance on the approved plat.

PASSED AND APPROVED THIS _____ DAY OF _____, 2014

ATTEST

APPROVED

CITY CLERK

MAYOR



PC Meeting of: January 21, 2014

The City of Bentonville, Arkansas

305 S.W. "A" Street
Bentonville, AR 72212
Telephone: (479) 271-3126
Fax: (479) 271-5906

**REZONING: CROSSMAR/GLASS INVESTMENTS,
C-2, GENERAL COMMERCIAL TO I-1, LIGHT INDUSTRIAL**

TO: City of Bentonville, Arkansas Planning Commission
FROM: Beau Thompson, City Planner
THRU: Troy Galloway AICP, Community Development Director
DATE: January 21, 2014

GENERAL INFORMATION

H.T.E. Project Number: 13-0900031

Applicant/Current Owner: Cross Mar Investments and Glass Investments

Representative: Geoff Bates

Requested Action: Rezoning

Location: Southwest Corner of Southwest Regional Airport Boulevard and Southwest Rainbow Farms Road

Existing Zoning: C-2, General Commercial

Proposed Zoning: I-1, Light Industrial

Future Land Use Map Designation: Industrial

BACKGROUND / HISTORY

Property Description/Site Inspection: A site inspection was completed; this property is vacant in an agricultural and industrial area.

Surrounding Land Uses & Zonings:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	Vacant Agricultural Land	A-1, Agricultural	Low Density Residential
South	Vacant Commercial	C-1, Neighborhood Commercial	Industrial
East	Vacant Single Family	R-1, Single Family Residential	Low Density Residential
West	Agricultural	C-1, Neighborhood Commercial	Agricultural

Surrounding Streets & Classifications:

Direction	Name	Master Street Plan Classification	Current Condition
North	Southwest Rainbow Farms Road	Arterial	Asphalt no markings and open ditch
South	-	-	-

East	Southwest Regional Airport Boulevard	Arterial	2 Lane state highway with shoulders
West	-	-	-

LEGAL NOTIFICATIONS

Public Notice: On December 19, 2013, the property owner and/or representative mailed certified public notices to property owners within a 200 foot radius of the subject site and staff published a legal notice in the Arkansas Democrat-Gazette, Northwest Arkansas Addition on December 23, 2013. In addition, staff posted a notice of public hearing sign on the property on January 2, 2014. This DOES meet legal noticing requirements and are adequate for the scope of this rezoning application.

RELATIONSHIP TO THE GENERAL PLAN AND FUTURE LAND USE MAP

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding(s) of Staff: The Master Land Use plan depicts this property as Industrial. This property will add to the industrial designation in an area where public utilities are adequate and transportation infrastructure will support large vehicle traffic. The property is located within close proximity of similar uses.

2. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding(s) of Staff: The property is located along a State Highway that has a considerable amount of large vehicle traffic at this time. Improvements are underway along Southwest Regional Airport Boulevard to better help facilitate traffic to and from the proposed industrial center.

3. A determination as to whether the proposed zoning would significantly alter the population density and thereby undesirably increase the load on public services including schools, emergency services, and water and sewer facilities.

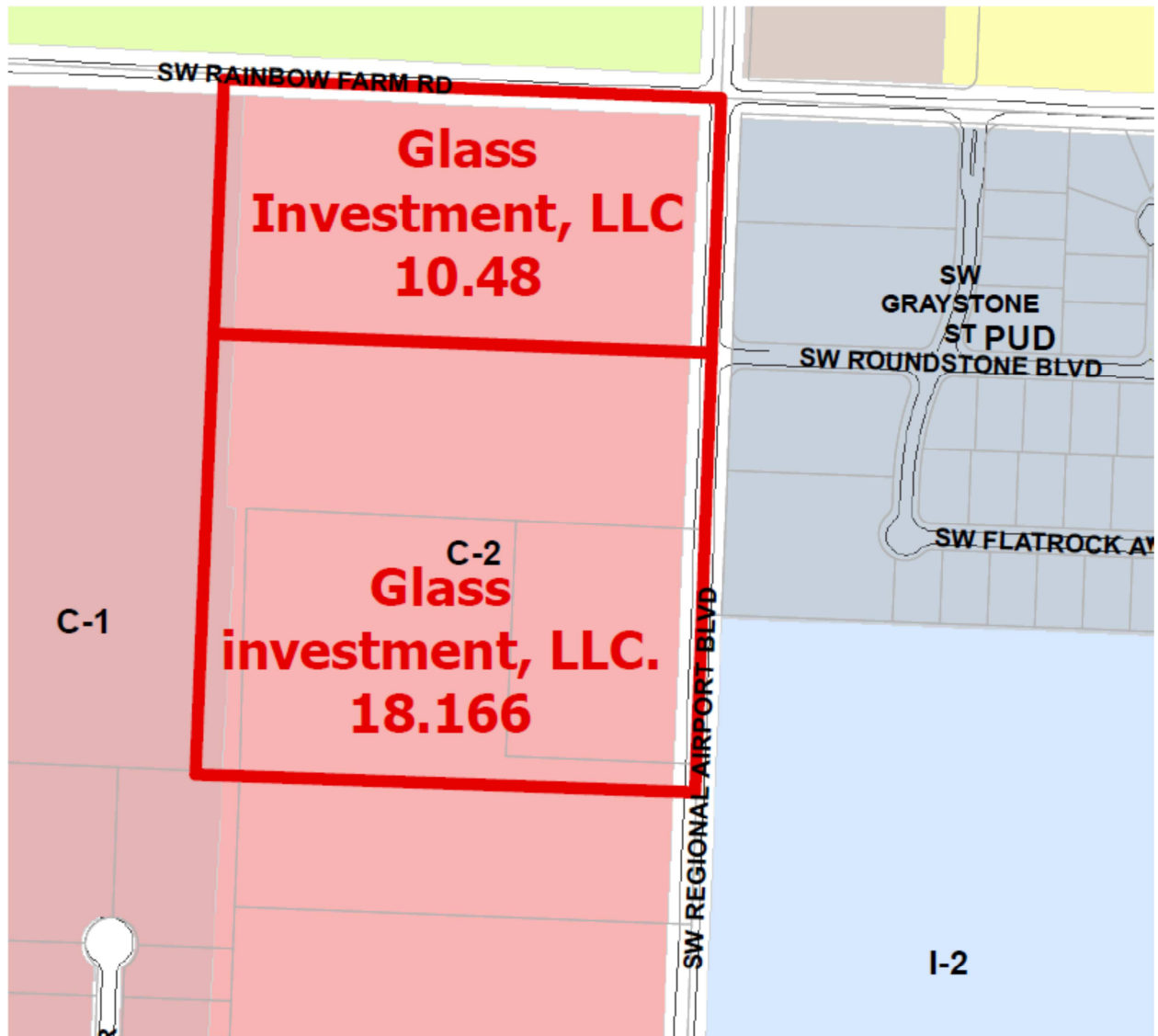
Finding(s) of Staff: Water and sewer is adequate at this location. There is no foreseen adverse impact to public services or emergency services at this location.

ANALYSIS, CONCLUSION, & SUMMARY

The zoning amendment will add industrial land where public facilities are adequate and other similar uses are already constructed. According to the General Plan, the city shall entertain additional industrial designated property when current industrial property has been absorbed. The property is located along a major arterial where improvements are currently underway to better handle the additional traffic generated from this industrial development.

STAFF RECOMMENDATION

Staff has reviewed this application and based on the findings presented in this staff report, staff recommends APPROVAL of this rezoning from C-2, General Commercial to I-1, Light Industrial.



ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE,
ARKANSAS, FROM ITS PRESENT CLASSIFICATION TO I-1, LIGHT INDUSTRIAL**

WHEREAS, Glass Investments, LLC duly filed a petition with the City Planning Commission requesting that the hereinafter described real property situated in Benton County, Arkansas, be changed from its present classification to I-1 property to be used in accordance with city zoning laws and state laws; which property is described as follows:

PARCEL #01-07955-027:

A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 15 AND RUNNING THENCE ALONG THE EAST LINE THEREOF S02°09'04"W 483.42', THENCE LEAVING SAID EAST LINE N87°50'56"W 945.39', THENCE N02°20'55"E 483.54' TO THE NORTH LINE OF SAID SECTION 15, THENCE ALONG SAID NORTH LINE S87°50'31"E 943.72' TO THE POINT OF BEGINNING, CONTAINING 10.48 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN SW RAINBOW FARM ROAD AND SW REGIONAL AIRPORT BLVD. RIGHTS-OF-WAY ON THE NORTH AND EAST SIDES OF HEREIN DESCRIBED TRACT AND SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

ADJUSTED PARCEL #01-07955-026:

A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE EAST LINE OF SAID FORTY ACRE TRACT WHICH IS S02°09'04"W 483.42' FROM THE NORTHEAST OF SAID SECTION 15 AND RUNNING THENCE ALONG SAID EAST LINE S02°09'04"W 834.61', THENCE LEAVING SAID EAST LINE N87°59'11"W 948.27', THENCE N02°20'55"E 836.89', THENCE S87°50'56"E 945.39' TO THE POINT OF BEGINNING, CONTAINING 18.17 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN SW REGIONAL AIRPORT BLVD. RIGHT-OF-WAY ON THE EAST SIDE OF HEREIN DESCRIBED TRACT AND SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 21st day of January 2014 in the Council Room of the City of Bentonville; notice of said hearing having been published in the Benton County Daily Record for the time and in the manner required by law; and

WHEREAS, the City Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification to I-1 property;

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 classification to I-1 property to be used in accordance with the City zoning laws of the State of Arkansas.

PASSED AND APPROVED this _____ day of _____, 2014

ATTEST

APPROVED

CLERK

MAYOR



PC Meeting of: January 21, 2014

The City of Bentonville, Arkansas

305 S.W. "A" Street
Bentonville, AR 72212
Telephone: (479) 271-3126
Fax: (479) 271-5906

**REZONING: MITCHELL AND SPENCER PROPERTIES, LLC A-1, AGRICULTURAL
TO C-2, GENERAL COMMERCIAL**

Current Planning Division Correspondence: Planning Commission Staff Report

TO: City of Bentonville, Arkansas Planning Commission
FROM: Beau Thompson, Planner
THRU: Troy Galloway, AICP, Community Development Director
DATE: January 21, 2014

GENERAL INFORMATION

H.T.E. Project Number: 13-09000032

Applicant/Current Owner: Mitchell and Spencer Properties LLC

Representative: Stephen Giles

Requested Action: Rezoning

Location: West of Peach Orchard Road and Northwest Lowes Avenue

Existing Zoning: A-1, Agricultural

Proposed Zoning: C-2, General Commercial

Future Land Use Map Designation: Commercial and Mixed Use

BACKGROUND / HISTORY

Property Description/Site Inspection: A site inspection was completed; this property is vacant commercial property within a commercial area.

Previous Rezoning Requests for this Property: There are no known rezoning request for this property. The property was recently annexed into the City of Bentonville as A-1, Agricultural.

Surrounding Land Uses & Zonings:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	Vacant Undeveloped	Unknown	-
South	US Highway 71	None	Low Density Residential
East	Large Retail	C-2, General Commercial	Commercial
West	Residential Low Density	Unknown	-

Surrounding Streets & Classifications:

Direction	Name	Master Street Plan	Current Condition
-----------	------	--------------------	-------------------

		Classification	
North			
South	US Highway 71	Proposed Bypass	R/W acquired no improvements
East	Peach Orchard Road	Arterial	2 lane open ditch
West			

LEGAL NOTIFICATIONS

Public Notice: On December 23, 2014, the property owner and/or representative mailed certified public notices to property owners within a 200 foot radius of the subject site and staff published a legal notice in the Arkansas Democrat-Gazette, Northwest Arkansas Addition on December 20, 2014. In addition, staff posted a notice of public hearing sign on the property on January 2, 2014. This DOES meet legal noticing requirements and are adequate for the scope of this rezoning application.

RELATIONSHIP TO THE GENERAL PLAN AND FUTURE LAND USE MAP

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding(s) of Staff: The future land use plan depicts this property as Commercial and Mixed Use. The intersection of Peach Orchard Road, US 71 and within close proximity to the I-49 interchange is designated an activity node within our Land Use plan. These activity nodes are shown at locations where major transportation routes intervene. Therefore the goods and services offered at these locations are easily accessible by the adjacent residential properties.

2. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding(s) of Staff: The proposed zoning does have the potential to cause an adverse effect on current traffic danger and congestion. The impact on traffic conditions will be assessed at the time of development and improvements will be provided as needed to alleviate concerns.

3. A determination as to whether the proposed zoning would significantly alter the population density and thereby undesirably increase the load on public services including schools, emergency services, and water and sewer facilities.

Finding(s) of Staff: Water and sewer is available along Peach Orchard Road. Pressure and capacity is adequate for the scope of the project.

ANALYSIS, CONCLUSION, & SUMMARY

The rezoning request is consistent with the City of Bentonville's Future Land Use Map, which depicts this property as Commercial and Mixed Use.

STAFF RECOMMENDATION

Staff has reviewed this application and based on the findings presented in this staff report, staff recommends APPROVAL of this rezoning from A-1, Agricultural to C-2, General Commercial.

The Law Firm of
Stephen R. Giles
A Professional Association

Telephone
(501) 687-0836

425 West Capitol Avenue
Suite 3200
Little Rock, Arkansas 72201-3469
E-mail: sgiles@gileslaw.net

Facsimile
(501) 374-5092

December 16, 2013

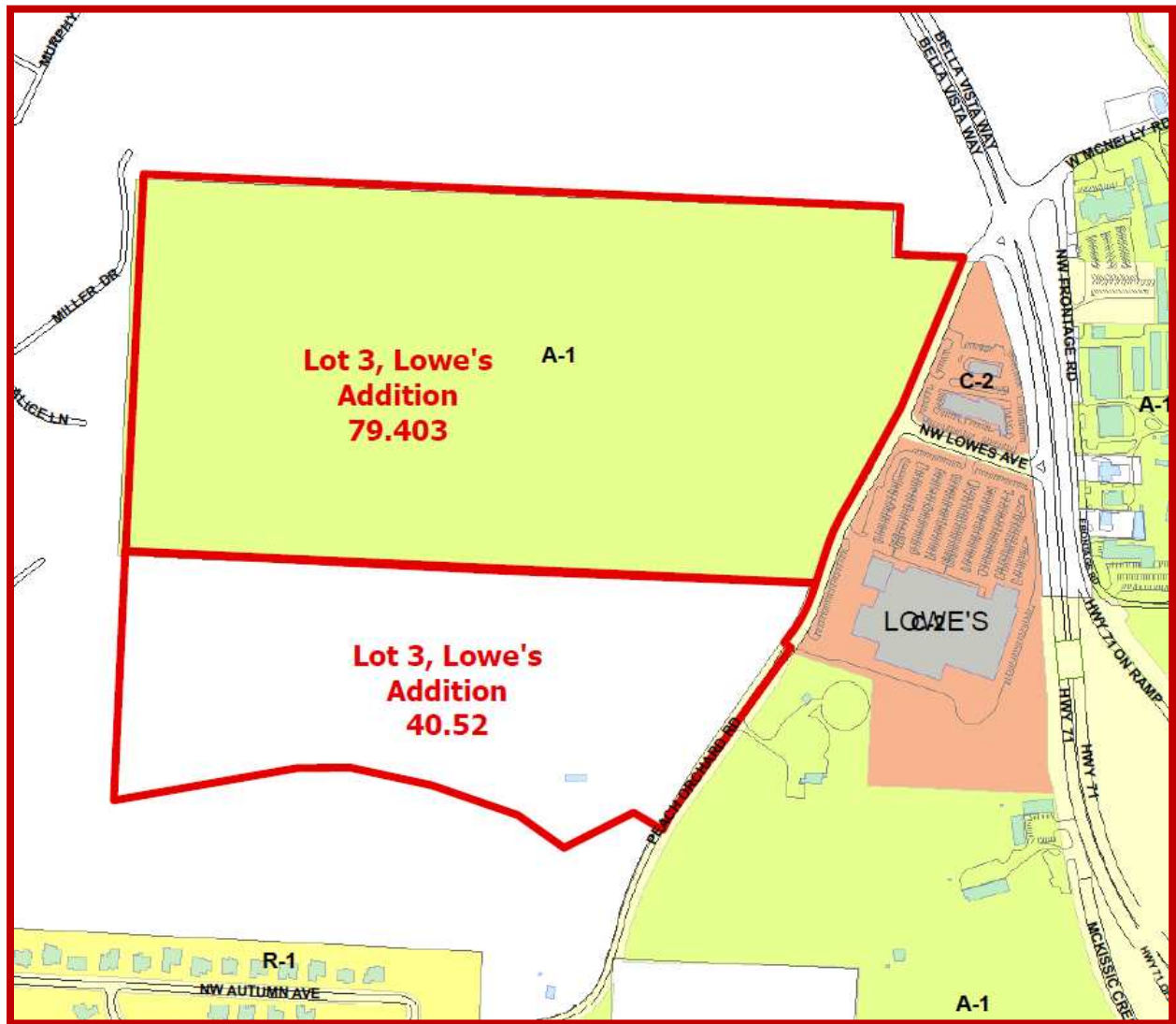
Mr. Troy Galloway, AICP
Community Development Director
305 Southwest A Street
Bentonville, AR 72712

Re: Mitchell & Spencer Properties, LLC Application for Zoning

Dear Mr. Galloway:

This letter is a narrative explanation of the property owners application for rezoning of the approximate 120 acres located on the north side of Peach Orchard Road near its intersection with U.S. Highway 71 (the "Property"). A portion of the Property, approximately 79.5 acres, is within the city limits of Bentonville, Arkansas and represents the north half of the Property requested for rezoning. The southern half of the Property consisting of approximately 46.6 acres lies in Benton County, Arkansas and it has been petitioned for annexation into the City of Bentonville. That portion of the Property within the City of Bentonville is currently zoned A-1 Agricultural under the City Zoning Code. The 46.6 acres in Benton County is unzoned.

The owners of the Property have designated me and Nate Bachelor as their authorized representatives to pursue the rezoning of their Property to C-2 General Commercial pursuant to the Bentonville Zoning Code. The purpose of the rezoning request is to enable the Property to be developed as commercial and retail. The rezoning of the Property will not result in a negative impact on the surrounding properties as the size of the Property will allow for adequate setbacks and buffers from neighboring residential. It is situated such that access to and from commercial development on the Property will be from Peach Orchard Road to U.S. Highway 71 intersection. The signage and appearance of proposed project will be in accordance with the Bentonville zoning and development codes. Water and sewer will be made available to the site as development proceeds.



ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION TO C-2, GENERAL COMMERCIAL

WHEREAS, Mitchell and Spencer Properties, LLC duly filed a petition with the City Planning Commission requesting that the hereinafter described real property situated in Benton County, Arkansas, be changed from its present classification to C-2 property to be used in accordance with city zoning laws and state laws; which property is described as follows:

LOT 3 OF THE LOT SPLIT PLAT RECORDED IN PLAT BOOK 2005 AT PAGE 403 & 404 ALONG WITH ALL THAT PART OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ AND SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 12, T20N, R30W WHICH LIES NORTH OF PROPOSED BELLA VISTA BYPASS AND WEST OF PEACH ORCHARD ROAD, ALL IN THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS.

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 21st day of January 2014 in the Council Room of the City of Bentonville; notice of said hearing having been published in the Benton County Daily Record for the time and in the manner required by law; and

WHEREAS, the City Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification to c-2 property;

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 classification to C-2 property to be used in accordance with the City zoning laws of the State of Arkansas.

PASSED AND APPROVED this _____ day of _____, 2014

ATTEST

APPROVED

CLERK

MAYOR

Planning Commission Staff Report

Resolution: Adoption of SE Downtown Area Plan

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community & Economic Development Director
FROM: Shelli Kerr, AICP, Planning Services Manager
PC DATE: January 21, 2014

Background: Bentonville's Downtown Master Plan was adopted by City Council in 2006. It has served as the guiding document for the 1,790 acres of the downtown planning area. Since adoption, the city has invested a significant amount of staff and financial resources in the development of downtown and more than 80% of the tasks in the plan have been initiated or completed. Therefore, it was time to either update that plan or focus on a specific area. Based on the issues below, a specific area plan was determined to be the best path.

The goal of the SE Downtown Area Plan is to focus attention on a specific area of downtown that has opportunities for redevelopment and provide a more detailed guide for implementation. The study area is approximately 300 acres which allows for more strategic planning.

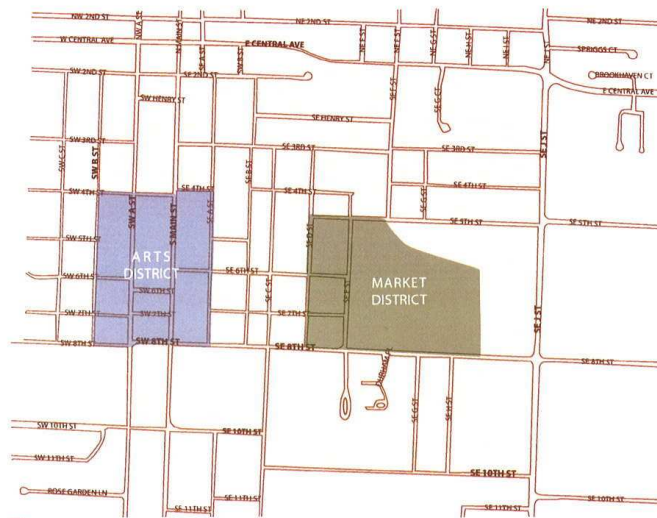
Issues: The following conditions impacted the decision to prepare a plan for this particular area of downtown.

1. *Uncertain future of vacant industrial properties.*

Two vacant industrial properties are located in this study area: the old Tyson Chicken Plant and the Ice House. The Kraft plant's planned closing results in another vacant industrial structure. Vacant industrial properties encourage vandalism and have an appearance of neglect and disinterest. Providing a plan that presents opportunities for redevelopment supports efforts to bring these properties back online and contribute to the quality of life and city tax base.

2. *Recent investments in park and trail amenities.*

The city invested in this area with the construction of Austin-Baggett Park in 2012. More importantly, the Razorback Regional Greenway travels through this study area on the Town Branch Trail, exposing



this currently under used area to visitors from all over the region. A plan with a vision for the area will help maintain and improve the value of these public investments.

3. *8th Street Improvement Project will begin within two years.*

The 8th Street Improvement Project is a federally funded major road widening project that will affect how this corridor develops in the future. Having a plan in place will help guide its future development.

4. *Opportunity to create two experience districts.*

The opening of Crystal Bridges Museum of American Art is significantly impacting the arts community. The opening of 21C Museum Hotel and several art studios suggests an opportunity to concentrate these experiences into one area. Furthermore, the increasing interest in culinary arts suggests another opportunity to capitalize on this growing trend by providing an incubator for such arts and industries.

Proposal:

Staff recommends the approval of a resolution adopting the SE Downtown Area Plan as the guiding document for the development an Arts District, Market District and surrounding residential neighborhoods.



January 21, 2014

Mr. Troy D. Galloway, AICP
Community and Economic Development Director
City of Bentonville
305 SW "A" Street
Bentonville, AR 72712

Dear Troy,

Downtown Bentonville, Inc., is proud of its partnership with the City of Bentonville which has promoted the growth and prosperity of our city's downtown district. The coordinated effort between both entities and other key stakeholders has fueled the revitalization of Downtown Bentonville over the past few years. We have all relied upon the current Downtown Master Plan to guide public and private efforts to revitalize the Downtown Bentonville Square and adjacent areas.

We have a new opportunity as a community to ensure that the transformation of Downtown Bentonville continues beyond the square by activating and revitalizing the Southeast Downtown Area. Downtown Bentonville, Inc., is proud to have been involved in the committee meetings to discuss the key concepts of the Southeast Downtown Area Plan. The plan incorporates strategies for public works infrastructure improvements and ideas for private developers to consider in the Arts and Market districts. Most importantly, the plan takes into account the existing "anchors" of these new districts and addresses residential housing concepts.

Downtown Bentonville, Inc., is committed to promoting the growth and revitalization of the Southeast Downtown Area through the promotion of the ideas contained in the plan upon adoption by the Bentonville City Council. We plan to facilitate meetings where private and public stakeholders will be invited to discuss projects occurring in the Southeast Downtown Area when they are ready to do so. Our goal is to create a dialogue that will allow current and future residents and businesses the opportunity to remain informed as the Arts and Market Districts come to fruition in the Southeast Downtown Area.

Downtown Bentonville, Inc., is also planning to move some of its programs and events from the Downtown Bentonville Square to the Arts and Market Districts in the future as these districts evolve. We feel it is important to create new experiences for residents and visitors alike in neighborhoods within the Southeast Downtown Area. Our intent is to maintain the synergy of the Downtown Bentonville Square while supporting a sense of connectedness to the neighborhoods in and around the Arts and Market Districts.

Thank you for your demonstrated leadership and efforts to further promote the revitalization, growth and prosperity of Downtown Bentonville and the city through the creation of the Southeast Downtown Area Plan. We look forward to continuing our partnership with the City of Bentonville on this and other endeavors.

Sincerely,

David Deggs, Ph.D.
Executive Director

RESOLUTION NO. _____

**A RESOLUTION ADOPTING THE SOUTHEAST DOWNTOWN AREA PLAN
PURSUANT TO ARKANSAS CODE ANNOTATED §14-56-414**

WHEREAS, the purpose of the SE Downtown Area Plan is to make recommendations to establish an Arts District and a Market District, encourage complimentary land uses, pleasing aesthetics and economic development strategies to create a great downtown neighborhood that is economically vibrant; and,

WHEREAS, the City of Bentonville held a public hearing on January 21, 2014;

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

Section 1. The SE Downtown Area Plan is herein established by the Planning Commission and the City Council pursuant to Arkansas Code Annotated §14-56-414 and attached hereto as Exhibit "A", an electronic copy and hard copy of which is on file with the City Clerk and is hereby adopted by reference as though it were copied herein fully.

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

PASSED and APPROVED this _____ day of _____, 2014.

APPROVED:

Bob McCaslin
MAYOR

ATTEST:

Linda Spence
CITY CLERK



CHECK ALL THAT APPLY	
Bid Award	Bid #
Budget Adjustment	
Change Order	
Informational	
Ordinance	
Resolution	
Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

January 28, 2014

Submitted by: Ben Peters

Department: Engineering

Phone: 479-271-3166

ACTION REQUIRED:

An ordinance vacating a utility easement located in Lot 2 Magellan Commercial Subdivision to the City of Bentonville, Arkansas, Benton County, Arkansas.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount: \$0

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	
Budget Adjustment	
Remaining After Adjustment	\$

Department Head: [Signature] Date: 1-15-14

Staff Attorney: [Signature] Date: 1/24/14

Purchasing Agent: [Signature] Date: [Blank]

Mayor: [Signature] Date: 1/24/14

Finance Director: [Signature] Date: 1-22-14

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE

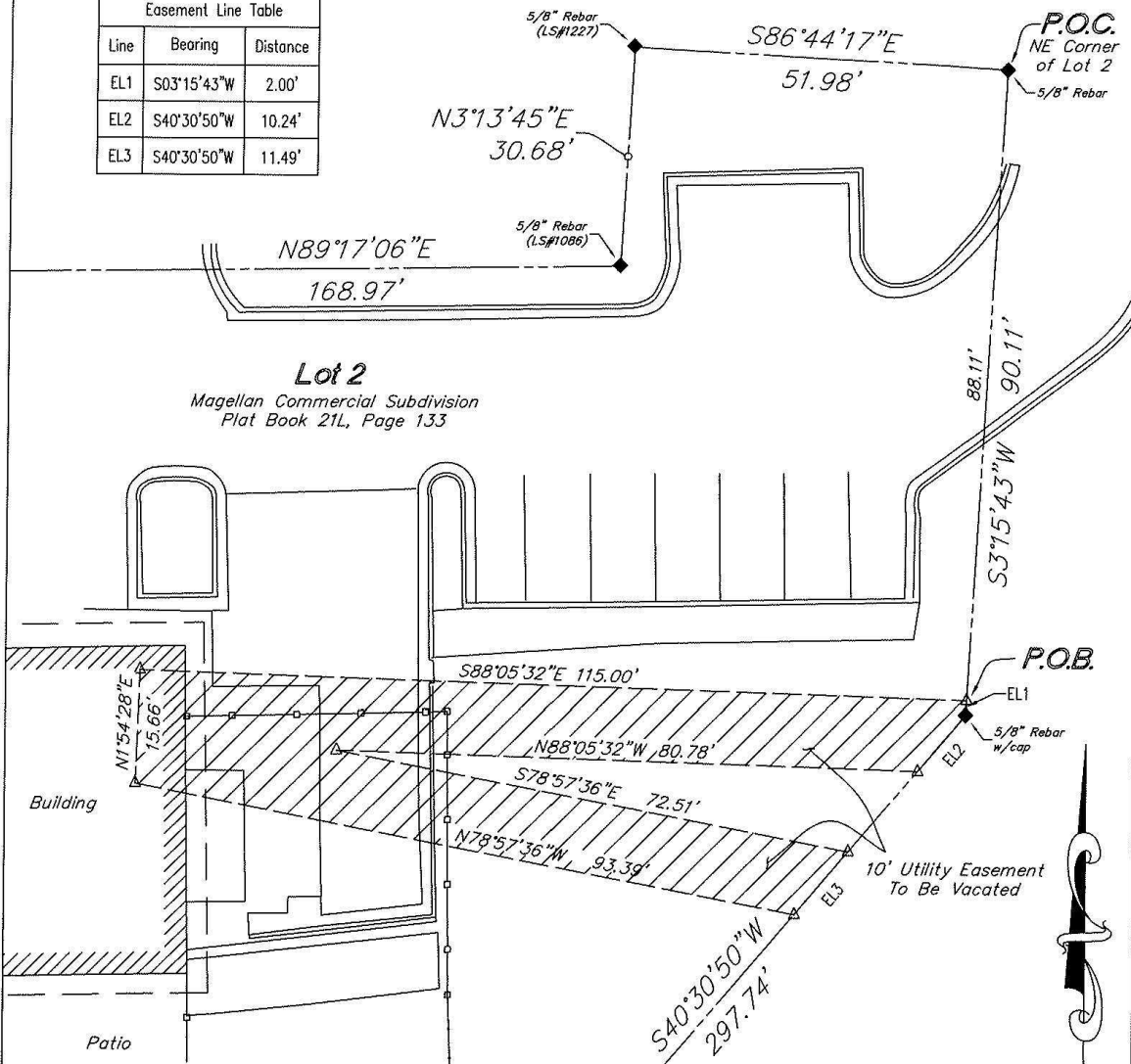




EASEMENT/ALLEY VACATION
 ENGLANDER NWA METRO LLC
 3607 SE METRO PAKRWAY
 13-12000023



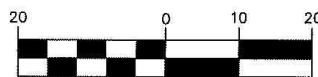
Easement Line Table		
Line	Bearing	Distance
EL1	S03°15'43"W	2.00'
EL2	S40°30'50"W	10.24'
EL3	S40°30'50"W	11.49'



LEGEND

	Property Line
	Existing Building
	Canopy - Overhang
	Wood Privacy Fence
	Metal Chainlink Fence
	Rebar Found (As Noted)

GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

**10' Utility Easement
To Be Vacated**
2,032 Sq. Ft.± or 0.05 Ac.±



Engineering Associates, Inc.

ENGINEERS • PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS

3108 SW Regency Parkway
Bentonville, AR 72712

Phone PH: (479)273-9472
Fax FAX: (479)273-0544

Englander Office Building

Scale: 1" = 20'

9/26/13	RDD	###	TLP	KMH
DATE	PLS	PM	DRW	CHK'R

10' Utility Easement Vacation Exhibit
Highway 71

DATE
9/27/13
1:01 PM

SHEET NO.
1 OF 1

Benton County,

Arkansas

Rev-0

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ORDINANCE NO. _____

**AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED IN LOT 2
MAGELLAN COMMERCIAL SUBDIVISION TO THE CITY OF BENTONVILLE,
ARKANSAS, BENTON COUNTY ARKANSAS.**

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

COMMENCING at a found 5/8" rebar at the Northeast Corner of said Lot 2; Thence along the East line of said Lot 2 South 03°15'43" West a distance of 88.11 feet to the POINT of BEGINNING;

Thence continuing along said East line South 03°15'43" West a distance of 2.0 feet to a found 5/8" rebar with cap; Thence continuing along said line South 40°30'50" West a distance of 10.24 feet; Thence leaving said line, North 88°05'32" West a distance of 80.78 feet; Thence South 78°57'36" East a distance of 72.51 feet to the aforementioned East line; Thence along said line, South 40°30'50" West a distance of 11.49 feet; Thence leaving said line, North 78°57'36" West a distance of 93.39 feet; Thence North 01°54'28" East a distance of 15.66 feet; Thence North 88°05'32" East a distance of 115.00 feet to the POINT of BEGINNING and containing 2,032 square feet or 0.05 acres, more or less.

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

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

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

COMMENCING at a found 5/8" rebar at the Northeast Corner of said Lot 2; Thence along the East line of said Lot 2 South 03°15'43" West a distance of 88.11 feet to the POINT of BEGINNING;

Thence continuing along said East line South 03°15'43" West a distance of 2.0 feet to a found 5/8" rebar with cap; Thence continuing along said line South 40°30'50" West a distance of 10.24 feet; Thence leaving said line, North 88°05'32" West a distance of 80.78 feet; Thence South 78°57'36" East a distance of 72.51 feet to the aforementioned East line; Thence along said line, South 40°

30'50" West a distance of 11.49 feet; Thence leaving said line, North 78°57'36" West a distance of 93.39 feet; Thence North 01°54'28" East a distance of 15.66 feet; Thence North 88°05'32" East a distance of 115.00 feet to the POINT of BEGINNING and containing 2,032 square feet or 0.05 acres, more or less.

Section 2: A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the Office of the Recorder of Benton County, Arkansas and recorded in the deed records of the County.

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2014, at a regular meeting of the City Council of the City of Bentonville, Arkansas.

**LINDA SPENCE, City Clerk and
Recorder for the City of Bentonville,
Arkansas**

**BOB MCCASLIN, Mayor
City of Bentonville, Arkansas**



CHECK ALL THAT APPLY	
Bid Award	Bid #
Budget Adjustment	
Change Order	
x Informational	
Ordinance	
Resolution	
Other	

AGENDA FORM

CITY COUNCIL MEETING OF: February 11, 2014

Submitted by: Ben Peters

Department: Engineering

Phone: 479-271-5993

ACTION REQUIRED:

Council concurrence to purchase a Sub-Compact 4wd 5 passenger vehicle instead of the budgeted 2wd small pickup. The approved 2014 budget listed a replacement vehicle for the Engineering Department to be a "compact 2wd pickup". After reviewing the State of Arkansas Vehicle Contract Sp-14-0001/ 2014 Vehicles, the Department prefers to order a Sub-Compact 4wd 5 passenger utility vehicle (Jeep Patriot). The small pickup extended cab is a Toyota Tacoma Access cab with a bid price of \$21,793.00 while the Jeep Patriot 4wd has a base bid of \$18901.00 with low range gear option of \$1200.00 and a tow package for \$248.00. The total price for the Jeep Patriot is \$20,349.00 for a savings of \$1444.00 over the compact 2wd pickup. The 2014 budget number for this vehicle is \$25,640.00

COST TO CITY:

Cost of this Request: \$20,349

Additional Budget Amount: \$0

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ 25,640
Funds Expended to Date	-
Remaining Budget	25,640
Budget Adjustment	-
Remaining After Adjustment	\$ 25,640

Department Head: [Signature] Date: 7-17-14

Staff Attorney: CT Date: 7/22/14

Purchasing Agent: [Signature] Date: [Blank]

Mayor: [Signature] Date: 7/24/14

Finance Director: [Signature] Date: 7-22-14

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712
www.bentonville.com



PLEASE RECYCLE





CHECK ALL THAT APPLY	
Bid Award	Bid #
Budget Adjustment	
Change Order	
Informational	
Ordinance	
Resolution	
Other	

AGENDA FORM

CITY COUNCIL MEETING OF: January 28, 2014

Submitted by: Troy Galloway

Department: Community and Economic Development

Phone: 479-271-3126

ACTION REQUIRED:

Attached is the contract for Economic Development between the Bentonville / Bella Vista Chamber of Commerce and the City of Bentonville. Primary contract obligations include Business Retention and Expansion interviews within the business community and function as the primary point of contact for the (AEDC) Arkansas Economic Development Council and the NWA Council. The chamber will produce a semi-annual report on the above activities. Community and Economic Development will continue to meet Bi-monthly with the Bentonville / Bella Vista Chamber of Commerce to strategize, work through issues and respond cooperatively to requests for information from prospective projects.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount: \$0

☒ One time amount ☐ Continuing O and M

Previously Budgeted	\$ -
Funds Expended to Date	-
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

Department Head: [Signature] Date: 1/22/14

Staff Attorney: CT Date: 1/22/14

Purchasing Agent: [Signature] Date: 1/22/14

Mayor: [Signature] Date: 1/24/14

Finance Director: [Signature] Date: 1-22-14

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





Agreement

THIS AGREEMENT is entered into by and between the City of Bentonville, located in Benton County, Arkansas, acting by and through its duly authorized Mayor (hereinafter referred to as "City"), and the Bentonville/Bella Vista Chamber of Commerce, a non-profit corporation of Arkansas, acting by and through its duly authorized President (hereinafter referred to as "Chamber").

WHEREAS, City and Chamber are desirous of fostering community growth and economic prosperity within the City of Bentonville through an active economic development program and are of the opinion that a public/private effort in actively pursuing economic growth is a positive step in enhancing the prosperity of City; and

WHEREAS, the mission of the Chamber is to promote the economic, cultural, and civic welfare of the City of Bentonville by encouraging the growth of existing businesses and industries, and assisting new firms and individuals in locating to the City; and

WHEREAS, City and Chamber desire to enter into a partnership agreement for the purpose of accomplishing the goals of fostering community growth and economic prosperity;

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. Chamber shall serve as City's point of contact for economic development, with the Vice President of Economic Development for Chamber being the primary contact person for purposes of this contract. Chamber shall work in cooperation with Community and Economic Development to accomplish the overall economic development program.
 - A. Coordinate and continue execution of the business retention and expansion program that encourages local manufacturing, retail, and service industries to remain and expand. Provide the City with a quantified list of BR&E visits and actions taken in the semi-annual written report.
 - B. In cooperation with City, identify specific roles and responsibilities for Chamber and City in the implementation of the Economic Development Strategic Plan – Bentonville Blueprint – scheduled for completion in the second Quarter of 2014.

- C. Meet Bi-monthly with the Community and Economic Development to discuss economic development projects, strategies and issues.
 - D. Chamber shall provide Community and Economic Development a monthly quantified report of Economic Development inquiries, actions taken, and results.
2. Chamber shall provide on a semi-annual basis in April and September a written report to City Council related to the economic development activities of Chamber pursuant to this agreement and, if requested, present verbally to City Council at a designated meeting in those months.
 3. Chamber shall provide an ex-officio seat to City to be held by the Mayor. The Mayor shall be provided an agenda for all upcoming Chamber Board meetings and may participate with the Chamber Board at all scheduled meetings.
 4. The term of this Agreement shall be for a period beginning January 1, 2014 and ending December 31, 2014. This Agreement may be renewed for up to three successive one-year periods beginning on January 1 and ending on December 1 of each year upon written agreement by both parties and annual budget appropriation by the Bentonville City Council.
 5. In recognition of the services to be provided by Chamber under the terms of this agreement, City agrees to pay Chamber the sum of Eighty-seven Thousand Five Hundred Dollars (\$87,500) payable in 12 equal monthly installments beginning January 1, 2014.

Adopted this _____ day of _____, 2014

Approved: _____
Robert McCaslin, Mayor

Attest: _____
City Clerk

Accepted by Chamber this _____ day of _____, 2014

Approved: _____
Dana Davis, CEO & President

Attest: _____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH THE
BENTONVILLE/BELLA VISTA CHAMBER OF
COMMERCE FOR ECONOMIC DEVELOPMENT
SERVICES.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with the Bentonville/Bella Vista Chamber of Commerce for Economic Development Services in an amount not to exceed \$87,500.00 for the year 2014 as set forth in the agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this ____ day of _____, 2014.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY	
Bid Award	Bid #
Budget Adjustment	
Change Order	
Informational	
Ordinance	
Resolution	
Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

January 28, 2014

Submitted by: Troy Galloway

Department

Community Development

Phone

479-271-6809

ACTION REQUIRED:

Appoint Thomas Byland to the Planning Commission to fill Pat Carroll's unexpired term.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount \$0

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ -
Funds Expended to Date	-
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

Department Head

6-Jan-14

Date

Staff Attorney

1/22/14

Date

Purchasing Agent

Date

Mayor

1/24/14

Date

Finance Director

1/22/14

Date

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





January 23, 2013

To: City Council Members & City Clerk
From: Mayor Bob McCaslin
Subject: Appointment of Thomas Byland to the Planning Commission.

I recommend Thomas Byland for appointment to the City of Bentonville's Planning Commission.


Bob McCaslin



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

FOR OFFICE USE ONLY

Board / Commission Appointed to:

Date of Appointment:

Term Expires:

Terminate:

Replaced:

APPLICANT INFORMATION

Name

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

If married, spouse's name:

Occupation

Employer

Length of Residency in Bentonville

REFERENCES

Name

Name

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

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

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

See attached resume

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

Provide professional experience and expertise in order to continue the excellent manner in which Bentonville is developing.

RETURN THIS APPLICATION TO: Mayor's Office, 117 West Central, Bentonville, ar 72712 or email to jhopkins@bentonvillear.com.
If you have any questions, call 271-3112.

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

APPLICATION FORM

For appointment to City of Bentonville Boards, Commissions, and Committees

First and Last Name: THOMAS E BYLAND

Street Address:

Phone Number(s):

Occupation / Employer: RETIRED

Length of Residency in Bentonville: 11+ YRS (APR, 2001)

Choice of Board, Commission, or Committee: Planning Commission

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

Education: SEE RESUME' (ATTACHED)

2. Why would you like to be considered for appointment to this Committee?

TO PROVIDE EXPERTISE FROM MY DEVELOPMENT EXPERIENCE. AND TO CONTINUE THE PROFESSIONALISM OF THE CURRENT PLANNING COMMISSION

Return this application to: Troy Galloway, 305 SW "A" Street, Bentonville, AR 72710 or Tgalloway@bentonvillear.com

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

Administrative Use Only

Terminate: _____

Appointed: _____

Term Expires: _____

Replaced: _____

THOMAS E. BYLAND

1207 Northwest 9th Street • Bentonville, Arkansas 72712
H (479) 464-7222 • C (479) 685-5905 • tombyland@cox.net

S U M M A R Y

An efficient and insightful Project Manager with multifaceted expertise in design, due diligence, contract management, construction oversight, and planning. Motivates and collaborates with diverse teams to ensure the achievement of company objectives. Improves policies and procedures and implements cost saving measures through keen insight and attention to detail. Overcomes challenges using logic and analytical ability and a commitment to excellence. An experienced and detail-oriented leader who ushers in a future of growth and profitability.

E X P E R I E N C E

GTS, INC. **Marketing Coordinator**

Fayetteville, AR
2009-2011

Provide marketing for a Geotechnical and Construction Material Testing firm. Was responsible for start up operations in a new Branch Office in Tulsa, OK.

CRYSTAL BRIDGES MUSEUM OF AMERICAN ART **Construction Project Manager**

Bentonville, AR
2009-2009

Provided construction and project management services to the owner on a contract basis. Duties included project coordination between the owner and the Joint Venture Partner, Proposed Changes, Schedule, Storm Water Control and Value Engineering.

WAL-MART STORES, INC. **Design Manager**

Bentonville, Arkansas
2006-2009

Managed site selection, entitlement, due diligence, and design of new projects, expansion projects, takeover projects and remodel projects. Oversaw program and contract management of various civil engineering consultants and architectural consultants with numerous contracts and amendments of up to \$1,000,000. Coordinated various support staff including legal and wide range of sub-consultants including geotechnical engineers, environmental engineers, real estate brokers, governmental agencies, Wal-Mart Corporate Affairs, Realty and maintenance management.

- o Initiated program to reduce costs of air quality permits in the California Central Valley from over \$500,000 for each new project to under \$10,000, with potential savings of at least \$9,000,000 over a 5-year period.
- o Reduced change order costs on all projects by 10%.
- o Established accountability process for processing contracts and various documents.
- o Served on Wal-Mart's Caring and Sharing Committee.
- o Initiated and implemented several fund raising functions for Associates in Need.

Construction/Program Manager

2001-2006

Oversaw the bidding and construction of several hundred prototypical projects ranging in cost from several thousands of dollars to several millions. Supervised four construction managers in the performance of their management duties. Was selected to manage numerous Home Office construction projects over a 4-year period. Duties included budgets, designs, schedules and the coordinated approvals of numerous divisions and departments on the Home Office Campus.

- o Developed communications and coordination program that minimized disruptions to Home Office associates and their work process.
- o Created a "red line" process that allowed all Realty construction managers to review drawings and specifications for mistakes and cost saving ideas.
- o Maintained cost-effectiveness in every facet of every job.

WIRELESS FACILITIES, INC.

Chicago, Illinois

Design Director

2000-2001

Managed the design, permitting, and bidding of over 300 cellular antenna locations in the Chicago Metro area. Designed sites in urban environment, including pole/tower-mounted as well as building/roof top units. Supervised over 15 consultants, including architects, civil engineers, surveyors, and structural engineers.

- o Initiated tracking and contract administration process for over 300 projects.
- o Established change order process that saved over \$500,000 in project's duration.

A D D I T I O N A L E X P E R I E N C E

CONTINENTAL PROPERTIES, INC., Milwaukee, Wisconsin. **Development Director**, 1998-2000. Managed due diligence, entitlements, design and bidding of numerous commercial development projects. Completed two challenging K-Mart projects in Minneapolis-St. Paul, Minnesota area. Oversaw numerous commercial projects from real estate approval to construction start. Directed multi-million dollar projects in three states (Illinois, Minnesota, and Wisconsin).

WAL-MART STORES, INC., Bentonville, Arkansas. **Civil Engineering Manager**, 1995-1998. Oversaw civil engineering design, entitlements and due diligence for Wal-Mart sites in Texas and Oklahoma. Pursued permitting approvals and prepared civil documents for out-to-bid. Prepared over 20 projects per year for construction when company average was less than ten per year.

THE FAIN COMPANIES, Jefferson City, Missouri. **Vice President-Construction**, 1990-1995. Managed construction of nine Wal-Mart stores, three Sam's Club stores, over 200,000 square feet of B-Shops, seven Long John Silver Restaurants, and numerous remodels. Prepared commercial loan documents for lending institutions. Conducted due diligence for numerous financial closings and prepared due diligence for sale of two shopping centers.

M I L I T A R Y S E R V I C E

U.S. ARMY, Platoon Leader, 1972-1975

MISSOURI ARMY NATIONAL GUARD, 1976-1985

E D U C A T I O N

NORTHEAST MISSOURI UNIVERSITY (now TRUMAN STATE), Kirksville, Missouri

B.S. Law Enforcement and Corrections, 1972

P E R S O N A L

Active in several civic and non-profit organizations. Enjoys reading and sports.



CHECK ALL THAT APPLY		
	Bid Award	Bid #
	Budget Adjustment	
	Change Order	
	Informational	
X	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

January 28, 2014

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Request for a waiver of bid to allow for the purchase of Patrol Uniforms from Cruse Uniforms in Springdale, Arkansas. The 2014 Budget total budget allotment for Police Department Uniform Supplies is \$98,700. This includes Dispatch Uniforms, Patrol Uniforms and Replacements, Bike Team Uniforms, SWAT Uniforms, Leather Gear and Replacements, and other Soft Uniform items such as coats, jackets, rain gear, hats, and informal uniforms. Patrol Uniforms and Replacement Uniforms accounts for the largest portion of this expense and represents \$55,000 of this total. Factors such as employee turnover and general wear and tear, determine the actual yearly expense related to Patrol Uniforms and Replacement. The department currently uses Cruse Equipment in Springdale for such uniform and uniform related needs. Being located in Springdale, this provider promotes safety and convenience by allowing local, timely and cost effective uniform measuring, fitting, alterations, and availability. The next closest similar provider is located in Carthage, MO. This waiver of bid would not exceed the budgeted amount.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	-
Remaining Budget	
Budget Adjustment	-
Remaining After Adjustment	\$ -

Department Head [Signature] Date 1-22-14
Purchasing Agent _____ Date _____
Finance Director [Signature] Date 1-23-14

Staff Attorney CT Date 1/23/14
Mayor BOM Date 1/24/14

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

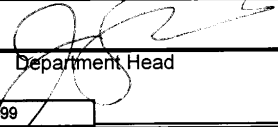
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712
www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>1/28/2014</u>	
Requested by:	<u>Chief Jon Simpson</u>	
Department:	<u>Police Department</u>	
DESCRIPTION OF REQUEST:		
Type of Equipment:	<u>Uniform and Uniform Supplies</u>	
Year & Model:	<u>Not applicable</u>	
Serial #	<u>None</u>	
To Be Purchased From:	<u>Cruse Uniform Supplies</u>	
	<u>5320 W. Sunset</u>	
	<u>Springdale, Arkansas 72762</u>	
Amount:	Base Amount:	<u>\$98,700.00</u>
	Tax:	<u> </u>
	*Other:	<u> </u>
	TOTAL	\$ 98,700.00
* List all other costs: (not to exceed above detailed budgeted amount)		
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:		
The 2014 Budget total budget allotment for Police Department Uniform Supplies is \$98,700. This includes Dispatch Uniforms, Patrol Uniforms and Replacements, Bike Team Uniforms, SWAT Uniforms, Leather Gear and Replacements, and other Soft Uniform items such as coats, jackets, rain gear, hats, and informal uniforms. Patrol Uniforms and Replacement Uniforms accounts for the largest portion of this expense and represents \$55,000 of this total. Factors such as employee turnover and general wear and tear, determine the actual yearly expense related to Patrol Uniforms and Replacement. Being located in Springdale, this provider promotes safety and convenience by allowing local, timely and cost effective uniform measuring, fitting, alterations, and		
 Department Head		 Director of Finance & Administration
Revised 6-18/99		

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE
CITY CLERK TO ENTER INTO AN AGREEMENT FOR
THE PURCHASE OF UNIFORMS FOR THE
BENTONVILLE POLICE DEPARTMENT AND WAIVING
THE REQUIREMENT OF COMPETITIVE BIDDING.**

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of uniforms for the Bentonville Police Department from Cruse Uniforms in Springdale, Arkansas in an amount not to exceed the budgeted allotment for uniform supplies.

Section 2: Because having a local provider of uniforms promotes necessary officer safety and efficiency and because Cruse is the only local vendor of such supplies and has required uniform components readily available, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2014.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY			
	Bid Award	Bid #	
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
x	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

January 28, 2014

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Approve Animal Services contract with the City of Rogers. This is a 13 month contract and has the same monthly service fee and provisions as our previous year's contract.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

Department Head

1-21-14
Date

Purchasing Agent

Date

Finance Director

1-22-14
Date

CT
Staff Attorney

1/22/14
Date

Bm-
Mayor

1/24/14
Date

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712
www.bentonvillear.com



PLEASE RECYCLE



ANIMAL SERVICES CONTRACT

This contract for animal services is entered into this 1st day of February, 2014, by and between the City of Rogers, Arkansas, a municipal corporation, acting through its Mayor, hereinafter referred to as "Rogers", and the City of Bentonville, Arkansas, a municipal corporation, acting through its Mayor, hereinafter referred to as "Bentonville":

WITNESSETH:

WHEREAS, Rogers owns and operates an Animal Shelter located within the corporate limits of the City of Rogers and,

WHEREAS, Bentonville wishes to utilize the services of the Rogers Animal Shelter, hereinafter referred to as the "Shelter," to address the storage, care of, and disposal of animals which come under the control of Bentonville's Animal Control Officer's and,

WHEREAS, the parties desire to cooperate to achieve a mutually satisfactory agreement:

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREINAFTER SET FORTH, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE SELLER AND PURCHASER HERETO MUTUALLY AGREE AS FOLLOWS:

- (1) **BILLING AND PAYMENT:** Bentonville agrees to pay \$5,500.00 (five thousand five hundred) dollars per month flat rate to Rogers for the animal services agreed upon elsewhere in this contract. Bentonville further agrees to pay an additional \$85.00 (eighty five) dollars, per animal, to Rogers for each animal actually turned over to Rogers. Rogers will bill Bentonville on the 1st (first) day of each month for the flat rate fee and additional "per animal" fee due and incurred from the immediately previous month. Bentonville agrees to make payment in a prompt and timely manner.
- (2) **SERVICES AND PROCEDURES:** A separate "Procedural Addendum," hereinafter referred to as "Addendum" shall be made and kept with the purpose of listing the agreed logistical procedures for receiving, caring for, sheltering, and disposing of the animals and services covered under this contract. It is the intent of both parties that said Addendum is incorporated by reference as if set out word for word herein. It is agreed by both parties that if any dispute arises between the parties regarding the actual implementation of the services agreed to in the said Addendum, the Addendum may be modified by mutual agreement without modifying the additional terms and rights contained in this contract. Said mutual agreement will be evidenced by any new or different terms to the Addendum being attested to by the Mayor of each city respectively. Said Addendum, when and if, it is modified, shall make reference to this original contract date and term. A copy of the Addendum agreement, originally or as it may be modified, shall be kept on hand by the Department Head of each city's animal control division. The clerk of each City shall also maintain a copy of the Addendum, originally or as it may be modified, with a copy of the contract, on file with the City records.

- (3) **INDEMNITY AND HOLD HARMLESS PROVISION:** To the extent permitted by law and without waiving statutory tort immunity, each party agrees to indemnify the other party from claims resulting from performance under this agreement.
- (4) **TERM:** This contract shall have an effective date of January 1, 2014 and shall run until February 1st, 2015.
- (5) **WAIVER:** Failure of either party hereto to exercise any options herein contained upon breach by the other shall not constitute a waiver of that party's right to exercise such options upon future breach.
- (6) **COMPLETE AGREEMENT:** It is agreed that neither party hereto is relying upon any oral or written information or representations made by the other prior to the signing of this contract unless expressly provided herein, and that this contract constitutes the entire agreement between the parties and same shall not be hereafter amended or modified unless reduced to writing and signed by the parties hereto as stated in Section (2) above. It is further agreed that all earlier agreements of the parties are hereby rescinded
- (7) **SEVERABILITY:** If any phrase, clause, sentence or paragraph of this contract shall be declared invalid by the judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining sentences, paragraphs or clauses of this contract.

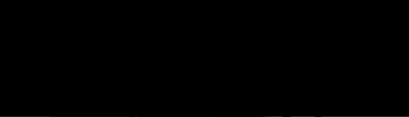
IN WITNESS WHEREOF, The City of Rogers, Arkansas and The City of Bentonville, Arkansas have executed these presents by their respective authorized representatives, having been authorized to do so by appropriate resolution and/or ordinance.

ATTEST:

By: 
CITY CLERK



**CITY OF ROGERS,
ARKANSAS**

By: 
C. GREG HINES, MAYOR

ATTEST:

By: _____
CITY CLERK

**CITY OF BENTONVILLE,
ARKANSAS**

By: _____
BOB McCASLIN, MAYOR

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT FOR WITH
THE CITY OF ROGERS, ARKANSAS FOR ANIMAL
SERVICES.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with the City of Rogers for Animal Services as set forth in the Agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2014.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY			
	Bid Award	Bid #	
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
x	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

January 28, 2014

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Request that certain equipment be declared as surplus, specifically one (1) Single Vent Containment Trailer (Serial Number 1E9BT0823YA037605) that is currently in possession of the Bentonville Bomb Squad. This trailer is a custom shop built, tandem axle, non-certified explosive containment trailer that has been in the possession of the Squad since their transfer to Bentonville. It will be replaced with grant funds Homeland Security (via Benton County Emergency Mgt.) with a new fully certified, biological hazard capable, containment trailer. The containment trailer being replaced can be responsibly disposed of by transferring it to the Arkansas State Police Bomb Squad. This will allow the equipment to be available for local and statewide use and also allow for the best disposition of an extremely specialized piece of equipment. The trailer will be transferred with the understanding that it does not have formal certifications.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

Department Head

Date

Purchasing Agent

Date

Finance Director

Date

CT

Staff Attorney

Date

BOM

Mayor

Date

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



RESOLUTION NO. _____

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

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

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

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

PASSED and APPROVED this _____ day of _____, 2014.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY	
	Bid Award
	Budget Adjustment
	Change Order
	Informational
	Ordinance
x	Resolution
	Other

AGENDA FORM

CITY COUNCIL MEETING OF:

January 28, 2014

Submitted by: David Wright

Department

Parks & Recreation

Phone

464-7275

ACTION REQUIRED:

Resolution authorizing the Mayor and City Clerk enter into an agreement with Downtown Bentonville, Inc., for services to the City of Bentonville and its citizens during the calendar year of 2014.

COST TO CITY:

Cost of this Request: \$30,000

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ 30,000
Funds Expended to Date	-
Remaining Budget	
Budget Adjustment	-
Remaining After Adjustment	\$ -

DW 1/21/2014
Department Head Date

Purchasing Agent Date

102 1-22-14
Finance Director Date

CT 1/22/14
Staff Attorney Date
POM 1/24/14
Mayor Date

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



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

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

This contract outlines the services provided to the City of Bentonville by DBI within the 1,790 acre geographic scope (approx. 1 mile x 1.5 miles) of the city - from Tiger Blvd. to Hwy 102 and from J Street to Walton Blvd.

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

Specific services will include:

Downtown Bentonville Development

- A. Develop and conduct ongoing public awareness programs and events designed to enhance the appreciation of Downtown Bentonville's cultural, social and economic development assets.
- B. Coordinate activities with Downtown Bentonville stakeholders that attract and retain citizens; encourage community engagement among citizens; support business retention and expansion; and promote parking management.
- C. Collaborate with Downtown Bentonville merchants and restaurants, Bentonville Advertising and Promotions Commission and the Bentonville/Bella Vista Chamber of Commerce on activities and programs that will create opportunities for businesses.
- D. Build and maintain productive relationships with appropriate entities at the regional and state levels that promote sustained growth and development of Downtown Bentonville.
- E. Support economic development programs and initiatives that demonstrate promising practices designed to ensure sustained revitalization and growth for Downtown Bentonville. Demonstrate how these programs and initiatives may be replicated in other small communities.

Event Production, Coordination and Administration

- A. Coordinate master public event calendar and coordinate approval process for all public events held within the four block radius of the Bentonville Square.

- B. Coordinate and supervise all entities seeking to provide events within the downtown development district, excluding those produced and supervised by the City of Bentonville, to ensure City of Bentonville public safety standards, rules and guidelines are adhered to.
- C. Produce and direct events that include, but are not limited to Farmers Market, Bentonville First Fridays, Bentonville Art and Culinary Festival, Backstage Downtown, Pickin' on the Square, Lighting of the Square and Christmas Parade. In addition to these major activities, DBI will also continue to look for means to attract people into the downtown area of Bentonville.

General Administration

- Develop and maintain data systems to track process and progress of the DBI programs and initiatives.
- Provide a verbal and written year-end report on downtown economic and event activity to the Bentonville City Council

In exchange, the City of Bentonville shall:

- A. Provide a payment of Thirty Thousand Dollars (\$30,000) to DBI for work as outlined to be conducted during calendar year 2014
- B. In the event that the Bentonville City Council does not approve/appropriate funds for said payment for 2014, then this agreement shall become null and void and neither party shall have any obligations hereunder.

Dated this _____ of January, 2013.

Brenda Anderson, President
Downtown Bentonville, Inc.

Bob McCaslin, Mayor
City of Bentonville

David Deggs, Executive Director
Downtown Bentonville, Inc.

Linda Spence, City Clerk
City of Bentonville

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
DOWNTOWN BENTONVILLE, INC.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with Downtown Bentonville, Inc. in an amount not to exceed \$30,000 as set forth in the agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2014.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY		
	Bid Award	Bid #
	Budget Adjustment	
	Change Order	
	Informational	
x	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

January 28, 2014

Submitted by: David Wright

Department

Parks & Recreation

Phone

464-7275

ACTION REQUIRED:

City Council approval of an ordinance waiving competitive bid for chlorine at the Melvin Ford Aquatic Center, the Fountains at Lawrence Plaza and the Fountains at the Downtown Square.

COST TO CITY:

Cost of this Request: \$28,000

Additional Budget Amount

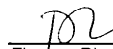
☒ One time amount

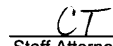
☐ Continuing O and M

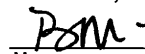
Previously Budgeted	\$ 28,000
Funds Expended to Date	-
Remaining Budget	
Budget Adjustment	-
Remaining After Adjustment	\$ -

 1/16/2013
Department Head Date

Purchasing Agent Date

 1/22/14
Finance Director Date

 1/22/13
Staff Attorney Date

 1/24/14
Mayor Date

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>1/16/2014</u>		
Requested by:	<u>Lee Farmer</u>		
Department:	<u>Parks and Recreation</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Chlorine for Melvin Ford Aquatic Center, Lawrence Plaza, and fountains on the Downtown Square.</u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Walden Chemical of Little Rock</u>		
<u></u>			
<u></u>			
Amount:	Base Amount:	\$	<u>25,707.00</u>
	Tax:	\$	<u>2,293.00</u>
	*Other:		<u></u>
	TOTAL	\$	<u>28,000.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Walden Chemical is the only authorized dealer of PPG Chlorine in the State of Arkansas. We selected PPG several years ago because of the cleanliness of PPG.			
 _____ Department Head		 _____ Director of Finance & Administration	
Revised 6-18-99			

Memo



To: City Council, Mayor McCaslin
Through: David Wright, Parks and Recreation Director
From: Lee Farmer, Recreation Program Supervisor
Date: January 17, 2014
Re: City Council approval of an ordinance waiving competitive bidding for chlorine for Melvin Ford Aquatic Center, the Fountains at Lawrence Plaza and the Downtown Square.

Parks and Recreation is seeking City Council's approval of an ordinance waiving competitive bidding for chlorine for Melvin Ford Aquatic Center, the Fountains at Lawrence Plaza, and the fountain at the Downtown Square. PPG Chlorine tablets are the types of chlorine compatible with the Accutab chlorinators used at our facilities. We selected PPG several years ago over other companies because of the cleanliness of PPG. Once this ordinance is approved, chlorine will be purchased from Walden Chemical of Little Rock. Walden Chemical is the only authorized dealer of PPG Chlorine for the state of Arkansas.

Approximately \$37,000 is spent annually in chemicals for these facilities annually. Parks and Recreation spends \$28,000 annually on PPG Chlorine. In addition, approximately \$8,800 is spent on chemicals such as bicarbonate, muriatic acid, stabilizer and algaecide. The PPG Chlorine is purchased from the authorized dealer in Arkansas, Walden Chemical. However, we gather quotes and purchase as much locally as possible with all other types of chemicals used for these facilities. This ordinance is only waiving the competitive bids for chlorine.

If you have any questions regarding this item, please call me at 464.7275 or email lfarmer@bentonvillear.com.

Attachments:

Request for Bid Waiver

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE
CITY CLERK TO ENTER INTO AN AGREEMENT FOR
THE PURCHASE OF CHLORINE FOR CERTAIN PARKS
FACILITIES AND WAIVING THE REQUIREMENT OF
COMPETITIVE BIDDING.**

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of chlorine for the Melvin Ford Aquatic Center, the Downtown Square and the Fountains at Lawrence Plaza as per the Proposal attached hereto as Exhibit A.

Section 2: Because PPG Chlorine is the required product for the equipment at these facilities and because Walden Chemical is the sole authorized dealer for PPG Chlorine in Arkansas, a single source item, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2014.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY		
	Bid Award	Bid #
	Budget Adjustment	
	Change Order	
	Informational	
	Ordinance	
x	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

January 28, 2014

Submitted by: David Wright

Department

Parks & Recreation

Phone

464-7275

ACTION REQUIRED:

City Council approval of a resolution authorizing the Mayor and City Clerk enter into an agreement with Challenger Sports for the operation of soccer camps at Memorial Park.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	-
Remaining Budget	
Budget Adjustment	-
Remaining After Adjustment	\$ -

DW Department Head 1/17/2013 Date

Purchasing Agent Date

DZ Finance Director 1-23-14 Date

CT Staff Attorney 1/23/14 Date

BAM Mayor 1/24/14 Date

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
CC:
Date: January, 13th 2014
Re: Council to approve a resolution approving agreement with Challenger Soccer to facilitate youth soccer camps in partnership with Bentonville Parks and Recreation.

Parks and Recreation is requesting City Council to approve a resolution, authorizing the Mayor and Clerk to enter into agreement with Challenger Soccer to facilitate youth soccer camp in partnership with Bentonville Parks and Recreation.

Since 2012, Parks and Recreation partnered with Challenger Soccer to provide a high quality soccer camp for kids. Challenger Soccer is a travelling soccer camp program based out of Kansas City with instructors who are professional soccer players and coaches. Many of these instructors reside in other countries and come to work for Challenger during the off season. Challenger Soccer is the largest soccer camp program in the United States. Our camp has been highly successful served 383 campers over the last two summers. This year's anticipated revenue is \$25,100. Anticipated profit for Parks and Recreation is approximately \$3,500.

The three year agreement between Challenger and the City of Bentonville states Parks and Recreation advertise the camp as part of our summer camp programs. In addition, Parks and Recreation will register participants for the program. In addition, we would provide one (1) staff member to supervise at Memorial Park during the event. Challenger develops the curriculum and provides instructors. At the conclusion of the camp, Parks and Recreation would retain approximately \$10 per player for an administration fee.

If you have any questions regarding this item, please let me know. Please call me at 464.7275, or email dwright@bentonvillear.com.

Attachments:

Agreement with Challenger Sports

2014 BRITISH SOCCER CAMP AGREEMENT/CONFIRMATION

PLEASE CHECK ONE -

NEW 1 YEAR

NEW 3 YEAR

The agreement made this _____ day of _____, 2013 between British Soccer a division of CHALLENGER SPORTS CORP, a corporation organized and existing under the laws of the State of Kansas, located at 8263 Flint, Lenexa, KS 66214 and herein referred to as "British Soccer" and:

_____ Bentonville P&R _____ Bentonville AR _____, herein referred to as "The Club"
Organization Name City & State

WHEREAS:

1.0 Conditions: "British Soccer" agrees that it will conduct and maintain an instructional soccer camp in accordance with the following:

- Coaches will hold the minimum of a Football Association Coaching License/Challenger/British Soccer Coaching certification.
- There will be at least one qualified coach for each coaching group (12-15) of campers.
- Each camp shall include five daily sessions Monday through Friday or other as specified. Sessions shall run for one hour, one and a half hours, two hours, three hours and six hours.

1.1 Term of Contract - please circle all appropriate camp programs and fees.

Camp fees: For 1 hour \$84 1.5 hours \$98 2 hours 3 hours \$125 6 hours \$

(For any camper registering after the ball and shirt order has been taken 10 days before camp, there will be a \$10 late fee charged).
(The host organization will receive rebates on full paying campers only)

1.2 Provisions: "British Soccer" shall provide the following to the Club:

- One coaches clinic/special coaching session per week of camp, two hours in length, at no charge to "The Club" during the week of camp.
- A certificate of general liability coverage to all camps.
- Promotional literature, posters and operational and marketing support.
- A hand stitched soccer ball and T-shirt to each camper who registers for camp - unless otherwise stated.
- A replica British Soccer jersey to all campers who register on line before the early sign up deadline.
- The Camp coordinator will receive a free camp scholarship and free replica jersey.
- All host families will receive a rebate of \$80 towards the cost of their camp fees.

2.0 Conditions accepted by the "The Club":

- To provide an outdoor soccer field or training area suitable for instructional purposes. Approximate requirements, one field per 30 campers.
- Customer agrees that should payment not be made within 60 days from the invoice date (4 weeks after camp) a finance charge of 1.5% per month shall be applied to the total amount due until paid in full.
- Provide a Coordinator who shall be the local camp administrator and liaison between "British Soccer" and "The Club"
- Be responsible for the administration of camp applications and agrees to schedule equal numbers of campers to each half day session
- Fourteen (14) days prior to camp "The Club" shall provide "British Soccer", the number of camper registrations. The number of coaches assigned will be based on this number. Additional campers may be enrolled after this date subject to availability of coaches.
- Solicit host families from "the Club" to house "British Soccer" coaching staff for the duration of the camp
- There shall be no none compete act with any out sourced soccer camp companies for the duration of the agreement

2.1 Non Solicitation: "The Club" agrees that it will not solicit the services of any member of the "British Soccer" Coaching staff for employment independent of "British Soccer."

The terms and/or conditions of this contract may be amended by Challenger Sports with 30 day written notice.

Camp Week	Week of Choice	Camp Week	Week of Choice	Camp Week	Week of Choice
May 19-May 23		June 23- June 27	X	July 28- Aug 1	
May 26- May 30		June 30- July 4		Aug 4- Aug 8	
June 2 - June 6		July 7 - July 11		Aug 11 - Aug 15	
June 9 - June 13		July 14 - July 18		Aug 18 - Aug 22	
June 16 - June 20		July 21 -July 25		Aug 25 - Aug 29	

PLEASE PRINT: Name of Authorized officer for sponsoring organization: _____

Address: _____ City: _____ St: _____ / zip _____

Daytime tel: () _____ Eve: () _____ email: _____

Signature of authorized officer of operating organization: _____

Date: _____

Date: 8/21/13

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
CHALLENGER SPORTS FOR THE OPERATION OF A
YOUTH SOCCER CAMP FOR THE CITY OF
BENTONVILLE PARKS AND RECREATION
DEPARTMENT.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with Challenger Sports for the operation of a youth soccer camp for the City of Bentonville Parks and Recreation Department as set forth in the attached Exhibit A.

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

PASSED and APPROVED this ____ day of _____, 2014.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY		
	Bid Award	Bid #
	Budget Adjustment	
	Change Order	
	Informational	
x	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

January 28, 2014

Submitted by: Preston Newbill

Department

water

Phone

271-3140

ACTION REQUIRED:

Staff is requesting approval of an ordinance waiving competitive bidding and authorizing the Mayor and City Clerk to enter into 5 professional service agreements with Utility Services Group for maintenance of 5 water storage tanks located in the City of Bentonville. Since each tank facility is unique in size and shape it is necessary for each storage tank to have its own annual maintenance agreement that will have the option to renew each year. The Maintenance Agreements annual cost is as follows: Downtown Tank \$34,121.00, I Street 6 Million gallon tank \$121,714.00, I street 3 Million gallon tank \$73,072.00, 2 Million gallon elevated tank on NW 12 Street \$59,633.00 and 1 Million gallon elevated tank on Water Tower Rd. \$58,154.00 for a total of \$346,694 annually.

COST TO CITY:

Cost of this Request: \$346,694

Additional Budget Amount \$0

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ 350,000
Funds Expended to Date	
Remaining Budget	350,000
Budget Adjustment	-
Remaining After Adjustment	\$ 350,000

Department Head

Date

Staff Attorney

Date

Purchasing Agent

Date

Mayor

Date

Finance Director

Date

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date 1/15/2014

Requested by: Preston Newbill

Department: Water

DESCRIPTION OF REQUEST:

Type of Equipment: 5 Tank Maintenance Agreements for 5 water storage tanks

Year & Model: _____

Serial # _____

To Be Purchased From: Utility Services Group

Amount: Base Amount: \$ 346,694.00

Tax: _____

*Other: _____

TOTAL

\$ 346,694.00

* List all other costs:

JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:

Staff came up with a list of requirements and expectations that we are expecting in a maintenance agreement and sent it out to 4 companies that build, repair and maintain water storage tanks. The response that we received determined that the Utility Service Group was the only company that can meet our expectations and making it necessary to waive competitive bidding

Department Head

D2
Director of Finance & Administration

Revised 6-18-99

Memo



Date: 1/15/2014
To: City Council, Mayor McCaslin
From: Preston Newbill
RE: 5 contracts to maintain 5 water storage tanks

Staff is requesting approval of an ordinance waiving competitive bidding and authorizing the Mayor and City Clerk to enter into 5 professional service agreements with Utility Services Group for maintenance of 5 water storage tanks located in the City of Bentonville. Since each tank facility is unique in size and shape it is necessary for each storage tank to have its own annual maintenance agreement that will have the option to renew each year. The Maintenance Agreements annual cost is as follows: Downtown Tank \$34,121.00, I Street 6 Million gallon tank \$121,714.00, I street 3 Million gallon tank \$73,072.00, 2 Million gallon elevated tank on NW 12 Street \$59,633.00 and 1 Million gallon elevated tank on Water Tower Rd. \$58,154.00 for a total of \$346,694 annually. These prices are guaranteed for the next ten years if the City of Bentonville chooses to renew the Maintenance Agreements each year.

The Maintenance Agreements state that Utility Services Group will perform an internal and external inspect on each tank annually and will be responsible to correct any deficiencies associated with the structure or the coatings. Each individual tank will also have a complete interior and exterior renovation within the first 5 years if the City of Bentonville chooses to renew the Agreements. If the City of Bentonville chooses to not renew the contract prior to reaching 10 years the City of Bentonville will owe the Utility Services Group the balance of the work performed up to the date of cancellation.

Staff came up with a list of requirements and expectations that we are expecting in a maintenance agreement and sent it out to 4 companies that build, repair and maintain water storage tanks. The response that we received determined that the Utility Service Group was the only company that can meet our expectations and making it necessary to waive competitive bidding. The 2014 Budget includes \$350,000 to cover the expense for all five Tank Maintenance Agreements.

Thank you for your consideration of this request.



Utility Service Co., Inc.

Water Tank Maintenance Contract

Owner: City of Bentonville
Bentonville, Arkansas

Tank Size/Name: 500,000 Elevated – Downtown Tank

Location: NW A Street

Date Prepared: January 17, 2014

1230 Peachtree Street, NE, Suite 1100 - 11th Floor - Promenade II Building - Atlanta, GA 30309
Toll-free: 855.526.4413 | Fax: 888.600.5876 | utilityservice.com



WATER TANK MAINTENANCE CONTRACT

This Contract entered into by and between the **City of Bentonville, whose business address is 117 West Central Avenue, Bentonville, Arkansas 72712** (hereinafter referred to as "the Owner") and Utility Service Co., Inc., whose business address is 1230 Peachtree Street, NE, Suite 1100, 11th Floor – Promenade II Building, Atlanta, GA 30309 (hereinafter referred to as "the Company").

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the parties agree as follows:

The Owner agrees to engage the Company to provide the professional service needed to maintain its **500,000** gallon water storage tank located at **NW A Street, Bentonville, Arkansas 72712** (hereinafter "tank").

1. Company's Responsibilities. This Contract outlines the Company's responsibility for the care and maintenance of the above described water storage tank. Care and maintenance include the following:

- A. The Company will annually inspect and service the tank. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.
- B. Biennially, beginning with the first washout/inspection, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.
- C. The Company shall furnish engineering and inspection services needed to maintain and repair the tank and tower during the term of this Contract. The repairs include: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets.

D. The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting is to be determined by the thickness of the existing liner and its protective condition. When interior repainting is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area. The need for exterior painting is to be determined by the appearance and protective condition of the existing paint. At the time the exterior requires repainting, the Company agrees to paint the tank with the same color paint and to select a coating system which best suits the site conditions, environment, and general location of the tank. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the **Arkansas State Department of Health and Human Services**, the American Water Works Association, and the Society for Protective Coatings as to surface preparation and coating materials.

E. A lock will be installed on the roof hatch of the tank.

F. The Company will provide emergency services, when needed, to perform all repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the tank site.

G. The Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the tank is being serviced.

H. The Company will furnish current certificates of insurance coverage to the Owner.

2. **Contract Price/Annual Fees.** The tank shall receive all **needed repairs** prior to the end of Contract **Year 1**. The tank shall receive an **exterior renovation and interior renovation** prior to the end of Contract **Year 5**. The first **ten (10)** annual fees shall be **\$34,121.00** per Contract Year. The annual fee for Contract **Year 11** and each subsequent annual fee shall be **\$29,655.00** per Contract Year; however, in Contract **Year 14** and each third anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The adjustment of the annual fee shall be limited to a maximum of 5% per annum. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract. A "Contract Year" shall be defined as each consecutive 12-month period following the first day of the month in which the Contract is executed by the Owner and each subsequent 12-month period thereafter during the time the Contract is in effect. For example, if a contract was signed by an Owner on April 17, 2012, Contract Year 1 for that contract would be April 1, 2012 to March 31, 2013, and Contract Year 2 for that contract would be April 1, 2013 to March 31, 2014 and so on.

3. **Payment Terms.** The annual fee for Contract **Year 1**, plus all applicable taxes, shall be due and payable on **March 1, 2014**. **Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of March, of each Contract Year, thereafter. Beginning in Contract Year 2 (March 1, 2015), the annual fee can be paid either monthly, quarterly, semiannually, or annually. Owner shall circle the preferred billing frequency. If the Owner does not choose a preferred billing frequency, the Owner will be billed quarterly.** Furthermore, if the Owner elects to terminate this Contract prior to remitting the first **ten (10)** annual fees, then the balance for work completed shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.

4. **Structure of Tank.** The Company is accepting this tank under program based upon its existing structure and components. *Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.*

5. **Environmental, Health, Safety, or Labor Requirements.** The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of this Contract. Said modification of this Contract will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

The parties agree that the Company's annual fees are based on the Owner's representation that the work to be performed under this Contract is not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for annual fees.

6. Excluded Items. This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tank at any time during the term of the Contract; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the tank; (9) any latent defects of the tank or its components (i.e., corrosion from the underside of the floor plates); (10) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank.

7. Renewal/Termination. The Owner shall have the right to continue this Contract on a year to year basis providing payment of the annual fees is in accordance with the terms herein. This Contract is subject to renewal or termination by the Owner only if written notice of intent to renew or terminate is received by the Company ninety (90) days prior to the first day of the upcoming Contract Year. Notice of Renewal or Notice of Termination is to be delivered by registered mail to Utility Service Co., Inc., Attention: Customer Service, P O Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's management and/or Commissioners. Should the Company receive no Notice of Renewal or Notice of Termination by ninety (90) days prior to the first day of the upcoming Contract Year, this Contract shall automatically renew.

8. Assignment. The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract.

9. Indemnification. THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES, TO INCLUDE DAMAGE TO ADJOINING PROPERTY TO TANK. IN TURN, WITHOUT WAIVING IMMUNITY PURSUANT TO LAW, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH

DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS CONTRACT.

10. Assignment of Receivables. The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any loans or lines of credit.

11. Miscellaneous Items. No modifications, amendments, or alterations of this Contract may be made except in writing signed by all the parties to this Contract. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them.

12. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

13. Visual Inspection Disclaimer. This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).

This Contract signed this _____ day of _____, _____.

OWNER:

COMPANY:

City of Bentonville

Utility Service Co., Inc.

By: _____

By: _____

Title: _____

Title: Vice President, Finance

Print Name: _____

Print Name: D. Michael Buchanan

Witness: _____

Witness: _____

Seal:

Seal:



Utility Service Co., Inc.

Water Tank Maintenance Contract

Owner: City of Bentonville
Bentonville, Arkansas

Tank Size/Name: 6,000,000 G.S.T. – I Street Tank

Location: SW I Street

Date Prepared: January 17, 2014

1230 Peachtree Street, NE, Suite 1100 - 11th Floor - Promenade II Building - Atlanta, GA 30309
Toll-free: 855.526.4413 | Fax: 888.600.5876 | utilityservice.com



WATER TANK MAINTENANCE CONTRACT

This Contract entered into by and between the **City of Bentonville, whose business address is 117 West Central Avenue, Bentonville, Arkansas 72712** (hereinafter referred to as "the Owner") and Utility Service Co., Inc., whose business address is 1230 Peachtree Street, NE, Suite 1100, 11th Floor – Promenade II Building, Atlanta, GA 30309 (hereinafter referred to as "the Company").

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the parties agree as follows:

The Owner agrees to engage the Company to provide the professional service needed to maintain its **6,000,000** gallon water storage tank located at **SW I Street, Bentonville, Arkansas 72712** (hereinafter "tank").

1. Company's Responsibilities. This Contract outlines the Company's responsibility for the care and maintenance of the above described water storage tank. Care and maintenance include the following:

- A. The Company will annually inspect and service the tank. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.
- B. Biennially, beginning with the first washout/inspection, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.
- C. The Company shall furnish engineering and inspection services needed to maintain and repair the tank and tower during the term of this Contract. The repairs include: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets.

D. The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting is to be determined by the thickness of the existing liner and its protective condition. When interior repainting is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area. The need for exterior painting is to be determined by the appearance and protective condition of the existing paint. At the time the exterior requires repainting, the Company agrees to paint the tank with the same color paint and to select a coating system which best suits the site conditions, environment, and general location of the tank. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the **Arkansas State Department of Health and Human Services**, the American Water Works Association, and the Society for Protective Coatings as to surface preparation and coating materials.

E. A lock will be installed on the roof hatch of the tank.

F. The Company will provide emergency services, when needed, to perform all repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the tank site.

G. The Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the tank is being serviced.

H. The Company will furnish current certificates of insurance coverage to the Owner.

2. **Contract Price/Annual Fees.** The tank shall receive an **exterior renovation and repairs** prior to the end of Contract **Year 1**. The tank shall receive an **interior renovation** prior to the end of Contract **Year 4**. The first **ten (10)** annual fees shall be **\$121,714.00** per Contract Year. The annual fee for Contract **Year 11** and each subsequent annual fee shall be **\$94,676.00** per Contract Year; however, in Contract **Year 14** and each third anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The adjustment of the annual fee shall be limited to a maximum of 5% per annum. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract. A "Contract Year" shall be defined as each consecutive 12-month period following the first day of the month in which the Contract is executed by the Owner and each subsequent 12-month period thereafter during the time the Contract is in effect. For example, if a contract was signed by an Owner on April 17, 2012, Contract Year 1 for that contract would be April 1, 2012 to March 31, 2013, and Contract Year 2 for that contract would be April 1, 2013 to March 31, 2014 and so on.

3. **Payment Terms.** The annual fee for Contract **Year 1**, plus all applicable taxes, shall be due and payable on **March 1, 2014**. **Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of March, of each Contract Year, thereafter. Beginning in Contract Year 2 (March 1, 2015), the annual fee can be paid either monthly, quarterly, semiannually, or annually. Owner shall circle the preferred billing frequency. If the Owner does not choose a preferred billing frequency, the Owner will be billed quarterly.** Furthermore, if the Owner elects to terminate this Contract prior to remitting the first **ten (10)** annual fees, then the balance for work completed shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.

4. **Structure of Tank.** The Company is accepting this tank under program based upon its existing structure and components. *Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.*

5. **Environmental, Health, Safety, or Labor Requirements.** The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of this Contract. Said modification of this Contract will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

The parties agree that the Company's annual fees are based on the Owner's representation that the work to be performed under this Contract is not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for annual fees.

6. Excluded Items. This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tank at any time during the term of the Contract; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the tank; (9) any latent defects of the tank or its components (i.e., corrosion from the underside of the floor plates); (10) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank.

7. Renewal/Termination. The Owner shall have the right to continue this Contract on a year to year basis providing payment of the annual fees is in accordance with the terms herein. This Contract is subject to renewal or termination by the Owner only if written notice of intent to renewal or terminate is received by the Company ninety (90) days prior to the first day of the upcoming Contract Year. Notice of Renewal or Notice of Termination is to be delivered by registered mail to Utility Service Co., Inc., Attention: Customer Service, P O Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's management and/or Commissioners. Should the Company receive no Notice of Renewal or Notice of Termination by ninety (90) days prior to the first day of the upcoming Contract Year, this Contract shall automatically renew.

8. Assignment. The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract.

9. Indemnification. THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES, TO INCLUDE DAMAGE TO ADJOINING PROPERTY TO TANK. IN TURN, WITHOUT WAIVING IMMUNITY PURSUANT TO LAW, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH

DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS CONTRACT.

10. Assignment of Receivables. The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any loans or lines of credit.

11. Miscellaneous Items. No modifications, amendments, or alterations of this Contract may be made except in writing signed by all the parties to this Contract. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them.

12. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

13. Visual Inspection Disclaimer. This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).

This Contract signed this _____ day of _____.

OWNER:

COMPANY:

City of Bentonville

Utility Service Co., Inc.

By: _____

By: _____

Title: _____

Title: Vice President, Finance

Print Name: _____

Print Name: D. Michael Buchanan

Witness: _____

Witness: _____

Seal:

Seal:



Utility Service Co., Inc.

Water Tank Maintenance Contract

Owner: City of Bentonville
Bentonville, Arkansas

Tank Size/Name: 3,000,000 G.S.T. – 3MG Tank

Location: S. Walton Boulevard

Date Prepared: January 17, 2014

1230 Peachtree Street, NE, Suite 1100 · 11th Floor · Promenade II Building · Atlanta, GA 30309
Toll-free: 855.526.4413 | Fax: 888.600.5876 | utilityservice.com

WATER TANK MAINTENANCE CONTRACT

This Contract entered into by and between the **City of Bentonville, whose business address is 117 West Central Avenue, Bentonville, Arkansas 72712** (hereinafter referred to as "the Owner") and Utility Service Co., Inc., whose business address is 1230 Peachtree Street, NE, Suite 1100, 11th Floor – Promenade II Building, Atlanta, GA 30309 (hereinafter referred to as "the Company").

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the parties agree as follows:

The Owner agrees to engage the Company to provide the professional service needed to maintain its **3,000,000** gallon water storage tank located at **S. Walton Boulevard, Bentonville, Arkansas 72712** (hereinafter "tank").

1. Company's Responsibilities. This Contract outlines the Company's responsibility for the care and maintenance of the above described water storage tank. Care and maintenance include the following:

- A. The Company will annually inspect and service the tank. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.
- B. Biennially, beginning with the first washout/inspection, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.
- C. The Company shall furnish engineering and inspection services needed to maintain and repair the tank and tower during the term of this Contract. The repairs include: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets.

D. The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting is to be determined by the thickness of the existing liner and its protective condition. When interior repainting is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area. The need for exterior painting is to be determined by the appearance and protective condition of the existing paint. At the time the exterior requires repainting, the Company agrees to paint the tank with the same color paint and to select a coating system which best suits the site conditions, environment, and general location of the tank. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the **Arkansas State Department of Health and Human Services**, the American Water Works Association, and the Society for Protective Coatings as to surface preparation and coating materials.

E. A lock will be installed on the roof hatch of the tank.

F. The Company will provide emergency services, when needed, to perform all repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the tank site.

G. The Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the tank is being serviced.

H. The Company will furnish current certificates of insurance coverage to the Owner.

2. **Contract Price/Annual Fees.** The tank shall receive an **exterior renovation, interior renovation and repairs** prior to the end of Contract Year 3. The first **ten (10)** annual fees shall be **\$73,072.00** per Contract Year. The annual fee for Contract Year 11 and each subsequent annual fee shall be **\$55,391.00** per Contract Year; however, in Contract Year 14 and each third anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The adjustment of the annual fee shall be limited to a maximum of 5% per annum. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract. A "Contract Year" shall be defined as each consecutive 12-month period following the first day of the month in which the Contract is executed by the Owner and each subsequent 12-month period thereafter during the time the Contract is in effect. For example, if a contract was signed by an Owner on April 17, 2012, Contract Year 1 for that contract would be April 1, 2012 to March 31, 2013, and Contract Year 2 for that contract would be April 1, 2013 to March 31, 2014 and so on.

3. **Payment Terms.** The annual fee for Contract Year 1, plus all applicable taxes, shall be due and payable on **March 1, 2014**. **Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of March, of each Contract Year, thereafter. Beginning in Contract Year 2 (March 1, 2015), the annual fee can be paid either monthly, quarterly, semiannually, or annually. Owner shall circle the preferred billing frequency. If the Owner does not choose a preferred billing frequency, the Owner will be billed quarterly.** Furthermore, if the Owner elects to terminate this Contract prior to remitting the first **ten (10)** annual fees, then the balance for work completed shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.

4. **Structure of Tank.** The Company is accepting this tank under program based upon its existing structure and components. *Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.*

5. **Environmental, Health, Safety, or Labor Requirements.** The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of this Contract. Said modification of this Contract will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

The parties agree that the Company's annual fees are based on the Owner's representation that the work to be performed under this Contract is not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for annual fees.

6. Excluded Items. This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tank at any time during the term of the Contract; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the tank; (9) any latent defects of the tank or its components (i.e., corrosion from the underside of the floor plates); (10) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank.

7. Renewal/Termination. The Owner shall have the right to continue this Contract on a year to year basis providing payment of the annual fees is in accordance with the terms herein. This Contract is subject to renewal or termination by the Owner only if written notice of intent to renewal or terminate is received by the Company ninety (90) days prior to the first day of the upcoming Contract Year. Notice of Renewal or Notice of Termination is to be delivered by registered mail to Utility Service Co., Inc., Attention: Customer Service, P O Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's management and/or Commissioners. Should the Company receive no Notice of Renewal or Notice of Termination by ninety (90) days prior to the first day of the upcoming Contract Year, this Contract shall automatically renew.

8. Assignment. The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract.

9. Indemnification. THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES, TO INCLUDE DAMAGE TO ADJOINING PROPERTY TO TANK. IN TURN, WITHOUT WAIVING IMMUNITY PURSUANT TO LAW, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH

DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS CONTRACT.

10. Assignment of Receivables. The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any loans or lines of credit.

11. Miscellaneous Items. No modifications, amendments, or alterations of this Contract may be made except in writing signed by all the parties to this Contract. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them.

12. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

13. Visual Inspection Disclaimer. This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).

This Contract signed this _____ day of _____.

OWNER:

COMPANY:

City of Bentonville

Utility Service Co., Inc.

By: _____

By: _____

Title: _____

Title: Vice President, Finance

Print Name: _____

Print Name: D. Michael Buchanan

Witness: _____

Witness: _____

Seal:

Seal:



Utility Service Co., Inc.

Water Tank Maintenance Contract

Owner: City of Bentonville
Bentonville, Arkansas

Tank Size/Name: 2,000,000 Composite Fluted – Tiger Tank

Location: NW 12th Street

Date Prepared: January 17, 2014

1230 Peachtree Street, NE, Suite 1100 - 11th Floor - Promenade II Building - Atlanta, GA 30309
Toll-free: 855.526.4413 | Fax: 888.600.5876 | utilityservice.com



WATER TANK MAINTENANCE CONTRACT

This Contract entered into by and between the **City of Bentonville, whose business address is 117 West Central Avenue, Bentonville, Arkansas 72712** (hereinafter referred to as "the Owner") and Utility Service Co., Inc., whose business address is 1230 Peachtree Street, NE, Suite 1100, 11th Floor – Promenade II Building, Atlanta, GA 30309 (hereinafter referred to as "the Company").

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the parties agree as follows:

The Owner agrees to engage the Company to provide the professional service needed to maintain its **2,000,000** gallon water storage tank located at **NW 12th Street, Bentonville, Arkansas 72712** (hereinafter "tank").

1. Company's Responsibilities. This Contract outlines the Company's responsibility for the care and maintenance of the above described water storage tank. Care and maintenance include the following:

- A. The Company will annually inspect and service the tank. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.
- B. Biennially, beginning with the first washout/inspection, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.
- C. The Company shall furnish engineering and inspection services needed to maintain and repair the tank and tower during the term of this Contract. The repairs include: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets.

D. The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting is to be determined by the thickness of the existing liner and its protective condition. When interior repainting is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area. The need for exterior painting is to be determined by the appearance and protective condition of the existing paint. At the time the exterior requires repainting, the Company agrees to paint the tank with the same color paint and to select a coating system which best suits the site conditions, environment, and general location of the tank. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the **Arkansas State Department of Health and Human Services**, the American Water Works Association, and the Society for Protective Coatings as to surface preparation and coating materials.

E. A lock will be installed on the roof hatch of the tank.

F. The Company will provide emergency services, when needed, to perform all repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the tank site.

G. The Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the tank is being serviced.

H. The Company will furnish current certificates of insurance coverage to the Owner.

2. **Contract Price/Annual Fees.** The tank shall receive an **exterior renovation, interior wet renovation, interior dry renovation, and repairs** prior to the end of Contract Year 4. The first **ten (10)** annual fees shall be **\$59,633.00** per Contract Year. The annual fee for Contract Year 11 and each subsequent annual fee shall be **\$48,619.00** per Contract Year; however, in Contract Year 14 and each third anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The adjustment of the annual fee shall be limited to a maximum of 5% per annum. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract. A "Contract Year" shall be defined as each consecutive 12-month period following the first day of the month in which the Contract is executed by the Owner and each subsequent 12-month period thereafter during the time the Contract is in effect. For example, if a contract was signed by an Owner on April 17, 2012, Contract Year 1 for that contract would be April 1, 2012 to March 31, 2013, and Contract Year 2 for that contract would be April 1, 2013 to March 31, 2014 and so on.

3. **Payment Terms.** The annual fee for Contract Year 1, plus all applicable taxes, shall be due and payable on **March 1, 2014. Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of March, of each Contract Year, thereafter. Beginning in Contract Year 2 (March 1, 2015), the annual fee can be paid either monthly, quarterly, semiannually, or annually. Owner shall circle the preferred billing frequency. If the Owner does not choose a preferred billing frequency, the Owner will be billed quarterly.** Furthermore, if the Owner elects to terminate this Contract prior to remitting the first **ten (10)** annual fees, then the balance for work completed shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.

4. **Structure of Tank.** The Company is accepting this tank under program based upon its existing structure and components. *Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.*

5. **Environmental, Health, Safety, or Labor Requirements.** The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of this Contract. Said modification of this Contract will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

The parties agree that the Company's annual fees are based on the Owner's representation that the work to be performed under this Contract is not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for annual fees.

6. Excluded Items. This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tank at any time during the term of the Contract; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the tank; (9) any latent defects of the tank or its components (i.e., corrosion from the underside of the floor plates); (10) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank.

7. Renewal/Termination. The Owner shall have the right to continue this Contract on a year to year basis providing payment of the annual fees is in accordance with the terms herein. This Contract is subject to renewal or termination by the Owner only if written notice of intent to renewal or terminate is received by the Company ninety (90) days prior to the first day of the upcoming Contract Year. Notice of Renewal or Notice of Termination is to be delivered by registered mail to Utility Service Co., Inc., Attention: Customer Service, P O Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's management and/or Commissioners. Should the Company receive no Notice of Renewal or Notice of Termination by ninety (90) days prior to the first day of the upcoming Contract Year, this Contract shall automatically renew.

8. Assignment. The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract.

9. Indemnification. THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES, TO INCLUDE DAMAGE TO ADJOINING PROPERTY TO TANK. IN TURN, WITHOUT WAIVING IMMUNITY PURSUANT TO LAW, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH

DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS CONTRACT.

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13. Visual Inspection Disclaimer. This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).

This Contract signed this _____ day of _____.

OWNER:

COMPANY:

City of Bentonville

Utility Service Co., Inc.

By: _____

By: _____

Title: _____

Title: Vice President, Finance

Print Name: _____

Print Name: D. Michael Buchanan

Witness: _____

Witness: _____

Seal:

Seal:



Utility Service Co., Inc.

Water Tank Maintenance Contract

Owner: City of Bentonville
Bentonville, Arkansas

Tank Size/Name: 1,000,000 Elevated – Highway 102 Tank

Location: Highway 102

Date Prepared: January 17, 2014

1230 Peachtree Street, NE, Suite 1100 · 11th Floor · Promenade II Building · Atlanta, GA 30309
Toll-free: 855.526.4413 | Fax: 888.600.5876 | utilityservice.com



WATER TANK MAINTENANCE CONTRACT

This Contract entered into by and between the **City of Bentonville, whose business address is 117 West Central Avenue, Bentonville, Arkansas 72712** (hereinafter referred to as “the Owner”) and Utility Service Co., Inc., whose business address is 1230 Peachtree Street, NE, Suite 1100, 11th Floor – Promenade II Building, Atlanta, GA 30309 (hereinafter referred to as “the Company”).

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the parties agree as follows:

The Owner agrees to engage the Company to provide the professional service needed to maintain its **1,000,000** gallon water storage tank located at **Highway 102, Bentonville, Arkansas 72712** (hereinafter “tank”).

1. Company’s Responsibilities. This Contract outlines the Company’s responsibility for the care and maintenance of the above described water storage tank. Care and maintenance include the following:

- A. The Company will annually inspect and service the tank. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.
- B. Biennially, beginning with the first washout/inspection, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.
- C. The Company shall furnish engineering and inspection services needed to maintain and repair the tank and tower during the term of this Contract. The repairs include: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets.

D. The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting is to be determined by the thickness of the existing liner and its protective condition. When interior repainting is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area. The need for exterior painting is to be determined by the appearance and protective condition of the existing paint. At the time the exterior requires repainting, the Company agrees to paint the tank with the same color paint and to select a coating system which best suits the site conditions, environment, and general location of the tank. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the **Arkansas State Department of Health and Human Services**, the American Water Works Association, and the Society for Protective Coatings as to surface preparation and coating materials.

E. A lock will be installed on the roof hatch of the tank.

F. The Company will provide emergency services, when needed, to perform all repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the tank site.

G. The Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the tank is being serviced.

H. The Company will furnish current certificates of insurance coverage to the Owner.

2. Contract Price/Annual Fees. The tank shall receive an **exterior renovation and repairs** prior to the end of Contract Year 1. The tank shall receive an **interior renovation** prior to the end of Contract Year 3. The first **ten (10)** annual fees shall be **\$58,154.00** per Contract Year. The annual fee for Contract Year 11 and each subsequent annual fee shall be **\$41,235.00** per Contract Year; however, in Contract Year 14 and each third anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The adjustment of the annual fee shall be limited to a maximum of 5% per annum. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract. A "Contract Year" shall be defined as each consecutive 12-month period following the first day of the month in which the Contract is executed by the Owner and each subsequent 12-month period thereafter during the time the Contract is in effect. For example, if a contract was signed by an Owner on April 17, 2012, Contract Year 1 for that contract would be April 1, 2012 to March 31, 2013, and Contract Year 2 for that contract would be April 1, 2013 to March 31, 2014 and so on.

3. Payment Terms. The annual fee for Contract Year 1, plus all applicable taxes, shall be due and payable on March 1, 2014. Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of March, of each Contract Year, thereafter. Beginning in Contract Year 2 (March 1, 2015), the annual fee can be paid either monthly, quarterly, semiannually, or annually. Owner shall circle the preferred billing frequency. If the Owner does not choose a preferred billing frequency, the Owner will be billed quarterly. Furthermore, if the Owner elects to terminate this Contract prior to remitting the first ten (10) annual fees, then the balance for work completed shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.

4. Structure of Tank. The Company is accepting this tank under program based upon its existing structure and components. *Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.*

5. Environmental, Health, Safety, or Labor Requirements. The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of this Contract. Said modification of this Contract will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

The parties agree that the Company's annual fees are based on the Owner's representation that the work to be performed under this Contract is not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for annual fees.

6. Excluded Items. This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tank at any time during the term of the Contract; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the tank; (9) any latent defects of the tank or its components (i.e., corrosion from the underside of the floor plates); (10) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank.

7. Renewal/Termination. The Owner shall have the right to continue this Contract on a year to year basis providing payment of the annual fees is in accordance with the terms herein. This Contract is subject to renewal or termination by the Owner only if written notice of intent to renewal or terminate is received by the Company ninety (90) days prior to the first day of the upcoming Contract Year. Notice of Renewal or Notice of Termination is to be delivered by registered mail to Utility Service Co., Inc., Attention: Customer Service, P O Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's management and/or Commissioners. Should the Company receive no Notice of Renewal or Notice of Termination by ninety (90) days prior to the first day of the upcoming Contract Year, this Contract shall automatically renew.

8. Assignment. The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract.

9. Indemnification. THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES, TO INCLUDE DAMAGE TO ADJOINING PROPERTY TO TANK. IN TURN, WITHOUT IMMUNITY PURSUANT TO LAW, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT

AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS CONTRACT.

10. Assignment of Receivables. The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any loans or lines of credit.

11. Miscellaneous Items. No modifications, amendments, or alterations of this Contract may be made except in writing signed by all the parties to this Contract. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them.

12. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

13. Visual Inspection Disclaimer. This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).

This Contract signed this _____ day of _____, _____.

OWNER:

COMPANY:

City of Bentonville

Utility Service Co., Inc.

By: _____

By: _____

Title: _____

Title: Vice President, Finance

Print Name: _____

Print Name: D. Michael Buchanan

Witness: _____

Witness: _____

Seal:

Seal:

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AGREEMENTS WITH UTILITY SERVICES GROUP FOR THE MAINTENANCE OF CERTAIN CITY OF BENTONVILLE WATER STORAGE TANKS AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into agreements with Utility Services Group for the maintenance of five (5) water storage tanks in the City of Bentonville, as attached hereto.

Section 2: Because Utility Services Group is the only qualified service provider that meets the City's requirements for inspection and maintenance, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2014.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY		
	Bid Award	Bid #
	Budget Adjustment	
	Change Order	
	Informational	
	Ordinance	
X	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

January 28, 2014

Submitted by: Mike Churchwell

Department: Transportation

Phone: 271-6840

ACTION REQUIRED:

Council approval of a resolution authorizing the Mayor and Clerk to enter into a professional services contract with Sandcreek Engineers, Inc. for Design, Bid Administration, and Construction Observation for the NE 2nd St. Drainage Project for \$35,000 plus reimbursables. See attached memo and contract documents.

COST TO CITY:

Cost of this Request: \$35,000

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	600,000
Funds Expended to Date		3,900
Remaining Budget		596,100
Budget Adjustment		-
Remaining After Adjustment	\$	596,100

Department Head: MC Date: 1/21/2014

Purchasing Agent: Date:

Finance Director: PD Date: 1-22-14

Staff Attorney: CT Date: 1/22/14

Mayor: PAM Date: 1/24/14

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMORANDUM

Date: January 21, 2014
To: City Council, Mayor McCaslin
From: Mike Churchwell
RE: NE 2nd Drainage Project Contract w/Sandcreek Engineers

This contract with Sandcreek Engineers is for the final design, bid administration, and construction administration of the NE 2nd Street Drainage Project. In 2013 the City entered into a conceptual design contract with Sandcreek Engineers for the purpose of developing a project estimate in the amount of \$19,500. Of that amount, Sandcreek has charged \$3,900 against it, leaving a balance of \$15,600. That remaining balance will be carried forward and be in addition to the \$35,000 being submitted. This is a budgeted project for this year, we anticipate beginning construction by sometime this summer.

PROPOSAL FOR ENGINEERING SERVICES

TO: Mike Churchwell
City of Bentonville
305 SW "A" Street
Bentonville, AR 72712
479-271-6840 Phone
479-271-6807 Fax
mchurchwell@bentonvillear.com

FROM: Sand Creek Engineering and Landscape Architecture, Inc.
("Sand Creek Engineering")
1610 NW 12th Street
Bentonville, AR 72712
(479) 464-9282 Phone
(479) 464-9284 Fax

RE: N.E. 2nd Street
Storm Sewer Replacement and
Street Improvement
Bentonville, Arkansas

PROJECT: # 13052

DATE: 01-15-14

DESCRIPTION OF PROJECT

This proposal is for the portion of the scope of services that falls outside the contracted scope which excluded bidding and construction observation for N.E. 2nd Street drainage improvements. The proposed project on 2nd Street is located between N.E. "B" Street and Old Wayne Road. Following is a list of services to be provided as well as a list of the responsibilities of the Client.

BASIC SERVICES

- Preparation Construction Documents (Not covered by the original contract.)
 - Structural design for retaining walls
 - Geotechnical investigation recommendation
 - Coordination with property owners
 - No-Rise Letter based on capacity of culverts
- Other Design Related Activities
 - Construction specifications
 - Construction bid administration
 - Construction observation
 - Record drawings as modified by construction

FEE FOR SERVICES

The fee for the above listed scope of services shall be \$35,000.00 plus reimbursable expenses. The stated fee will be appropriate if the proposed scope does not change. This fee is based on all information included in this proposal being acceptable to the Client. Any change to this information or request for services not covered in this proposal shall be in writing by change order and billed accordingly as an addition.

RESPONSIBILITIES OF THE CLIENT/DEVELOPER

- Easement acquisition and coordination

ADDITIONAL SERVICES

Additional services are those items that may be required for the project but are not included in the project scope of services. Fees for the additional services shall be billed on an hourly basis in accordance with the fee schedule listed herein. Additional services may include but are not limited to:

- Coordination and/or preparation of easements
- Significant scope of work changes after the approved conceptual
- Extensive review comments/changes
- FEMA Flood Plain Analysis

FEE SCHEDULE

Additional services shall be performed in accordance with the rates and conditions contained in the fee schedule. Engineering services and costs are divided into three categories: Labor, Sub-Consultants and Reimbursable Expenses.

- Labor

Fees for Labor are charged for all activity directly attributable to a Client's project. No charge is made for general office overhead, accounting or maintenance. Labor charges are billed by the following categories:

CATEGORY	RATE	CATEGORY	RATE
Owner/Principal	\$115.00	Construction Observation	\$60.00
Engineer	\$95.00	CAD Technician	\$55.00
Landscape Architect	\$85.00	Licensed Surveyor	\$95.00
Project Manager	\$80.00	Two Man Crew	\$130.00
Sr. Resource Manager	\$70.00	Clerical	\$45.00

(Hourly rates are subject to changing one time annually and this contract will be subject to the new rates if the change occurs during the life of this project.)

- Sub-consultants

In cases where the Engineer retains a Sub-Consultant to provide services, the cost of such services will be billed at actual invoice amount plus 10%, and sub-consultant will be paid upon receipt of payment by Client. Client may independently retain sub-consultant and pay for services directly, with the approval of the engineer regarding the sub-consultant selected.

- Reimbursable Expenses

Out-of-pocket materials and services will be billed at actual cost. Common items to which this rate would apply include, but are not limited to: printing and photographic work, delivery services, service laboratory testing, subsistence expenses, and survey crew supplies such as iron pipe, stakes, and paint. Vehicle mileage is billed at the rate of **\$0.45** per mile beginning from Engineer's office to job/project and back to Engineer's offices. Aircraft travel, car rental and other similar expenses are billed at actual invoice amount.

INVOICES

All outstanding invoices shall be paid prior to submittal for planning commission approval or other governing agency approval such as, but not limited to State Health Dept., ADEQ, FEMA, AHTD, U.S. Fish and Wildlife, or a Municipal Water Commission. Submittal for approval will not be made without payment prior to the submittal deadline. If engineering services are estimated to take longer than 30 days, invoices will be rendered monthly, either as final or progress billing, and will be due upon receipt. An account becomes past due thirty (30) days after the date of invoice and a late payment charge of \$100.00 per month will be assessed at Sand Creek Engineering's discretion. **At Sand Creek Engineering's discretion, all work will cease on any project that becomes past due based on these procedures or as outlined in the schedule of conditions.**

SCHEDULE OF CONDITIONS

SCHEDULE FOR RENDERING SERVICES

Time for Completion

- If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- If Client authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- Client shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

INVOICES AND PAYMENTS

Payments

- Failure to Pay.** If Client fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - Engineer may, after giving seven days written notice to Client, suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and other related charges. Client waives any and all claims against Engineer for any such suspension.
- Disputed Invoices.** If Client contests an invoice, Client may withhold only that portion so contested, and must pay the undisputed portion. Written notice from the Client regarding the contested amount must be received within 30 days of the invoice date.

OPINIONS OF COST

Opinions of Probable Construction Cost

- Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator.

Opinions of Total Project Costs

- The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Client in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

GENERAL CONSIDERATIONS

Standards of Performance

- The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- Client shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Client-furnished information.
- Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Client.
- Subject to the standard of care set forth above, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- Engineer and Client shall comply with applicable Laws and Regulations and Client-mandated standards that Client has provided to Engineer in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this

- Agreement may be the basis for modifications to Client's responsibilities or to Engineer's scope of services, times of performance, and compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Client agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
 - G. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
 - H. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
 - I. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Client without consultation and advice of Engineer.
- Design Without Construction Phase Services*
- A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the approval of documents by governing municipality; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Client assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Client waives any claims against the Engineer that may be connected in any way thereto.
- Use of Documents*
- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Client shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
 - B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
 - C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
 - D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
 - E. Client may make and retain copies of Documents for information and reference in connection with use on the Project by Client. Engineer grants Client a license to use the Documents on the Project, extensions of the Project, and other projects of Client, subject to the following limitations: (1) Client acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Client or others on extensions of the Project or on any other project without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants; (3) Client shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Engineer; (4) such limited license to Client shall not create any rights in third parties.
 - F. If Engineer at Client's request verifies or adapts the Documents for extensions of the Project or for any other project, then Client shall compensate Engineer at rates or in an amount to be agreed upon by Client and Engineer.
- Insurance*
- A. Client shall require Contractor to purchase and maintain general liability and any other insurance required to protect Client and engineer from construction related activities, and to cause Engineer and Engineer's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
 - B. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and Engineer's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds or additional insureds thereunder.
- Suspension and Termination*
- A. **Suspension.**
By Client: Client may suspend the Project upon seven days written notice to Engineer.
By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Client, suspend services under this Agreement.
 - B. **Termination.** The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Client demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Client on account of such termination.
 - 2. For convenience,
 - a. By Client effective upon Engineer's receipt of notice from Client.
 - C. **Effective Date of Termination.** The terminating party may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
 - D. **Payments Upon Termination.**
 - 1. In the event of any termination, Engineer will be entitled to invoice Client and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Client shall have the limited right to the use of Documents, at Client's sole risk.
 - 2. In the event of termination by Client for convenience or by Engineer for cause, Engineer shall be entitled, to invoice Client and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services.
- Controlling Law*
- A. This Agreement is to be governed by the law of the state in which the Project is located.

Successors, Assigns, and Beneficiaries

- A. Client and Engineer are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Engineer are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Client nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Engineer and not for the benefit of any other party.
 - 3. Client agrees that the substance of the provisions of this Paragraph C. shall appear in the Contract Documents between Client and contractor.

Dispute Resolution

- A. Client and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of mediation or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation, then either or both may invoke the procedures of mediation.
 - 1. Mediation. Client and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by ADR, Inc. (Frank Hamlin) or other firm as selected if needed. If such mediation is unsuccessful in resolving a Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

Environmental Condition of Site

- A. Client has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, Hazardous Substances, Wetlands, Endangered Species, Historical Sites, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Client represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Client and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Client: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Client acknowledges that Engineer is performing professional services for Client and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

Indemnification and Mutual Waiver

- A. *Indemnification by Client.* Without waiving immunity pursuant to the law and to the fullest extent permitted by law, Client shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Client or Client's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Client with respect to this Agreement or to the Project.
- B. *Environmental Indemnification.* In addition to the indemnity provided under this Agreement, and to the fullest extent permitted by law, Client shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate Client to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- C. *Mutual Waiver.* To the fullest extent permitted by law, Client and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

Miscellaneous Provisions

- A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

Role of Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under may provide full time representation or may provide representation to a lesser degree.
- B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Client against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, for any

- failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- C. The duties and responsibilities of the RPR are as follows:
1. *General:* RPR is Engineer's agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor, keeping Client advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Engineer.
 2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and advise engineer of contents of such meetings.
 3. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Client's liaison with Contractor when Contractor's operations affect Client's on-Site operations.
 - c. Assist in obtaining from Client additional details or information, when required for proper execution of the Work.
 4. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
 5. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
 6. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 7. *Inspections, Tests, and System Startups:*
 - a. Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
 - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
 - c. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.
 8. *Records:*
 - a. Prepare a daily report or keep a diary or log book, recording Contractor's general activities on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visits, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
 - b. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
 9. *Reports:*
 - a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - c. Furnish to Engineer and Client copies of all inspection, test, and system start-up reports.
 - d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
 10. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
 11. *Completion:*
 - a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
 - b. Participate in a final inspection in the company of, Client, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance.
- D. Resident Project Representative shall not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
 3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Client or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 8. Authorize Client to occupy the Project in whole or in part.

Client's Responsibilities

In addition to other responsibilities of Client as set forth in this Agreement, Client shall at its expense:

- A. Provide Engineer with all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the Drawings and Specifications; and furnish copies of Client's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.

5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever Client observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. Authorize Engineer to provide Additional Services as set forth in the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Client deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Client requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Client requires to ascertain how or for what purpose Contractor has used the moneys paid.
 4. Placement and payment for advertisement for Bids in appropriate publications, plan rooms, etc., as required by Client.
- J. Advise Engineer of the identity and scope of services of any independent consultants employed by Client to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- K. Furnish to Engineer data as to Client's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Client so that Engineer may assist Client in collating the various cost categories which comprise Total Project Costs.
- L. If Client designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Client at the Site, define and set forth as an attachment to this Agreement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- M. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Agreement that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Client, prior to their incorporation into the Work with appropriate professional interpretation thereof.

DEFINITIONS

Defined Terms

- A. Wherever used in this Agreement terms (including the singular and plural forms) have the meanings indicated:
 1. *Additional Services* – The services to be performed for or furnished to Client by Engineer in accordance with this Agreement at hourly rates.
 2. *Basic Services* – The services to be performed for or furnished to Client by Engineer in accordance with this Agreement at contracted amount.
 3. *Construction Cost* – The cost to Client of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land or rights-of-way, or compensation for damages to properties, or Client's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Client pursuant to this Agreement. Construction Cost is one of the items comprising Total Project Costs.
 4. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material. In addition, any site features such as but not limited to Corps of Engineers designated Wetlands, Waters of the US, Endangered Species, or Historical Sites shall be considered a Constituent of Concern.
 5. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.
 6. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Client pursuant to this Agreement.
 7. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
 8. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
 9. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
 10. *Resident Project Representative* – The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the Construction Phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative as assigned by the engineer. The duties and responsibilities of the Resident Project Representative, if any, are set forth in this document.
 11. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
 12. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Client furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Client's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Client pursuant to this Agreement.

Total Agreement

- A. This Agreement constitutes the entire agreement between Client and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument agreeable to both Client and engineer.

Designated Representatives

- A. With the execution of this Agreement, Engineer and Client shall designate specific individuals to act as Engineer's and Client's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Client under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

This document has been prepared in part by utilizing EJCDC E-500 Standard Form of Agreement between Client and Engineer for Professional Services Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Client:

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

Designated Representative:

Title: _____

Phone Number: _____

Facsimile Number: _____

E-Mail Address: _____

Engineer:

Timothy R. Sorey, P.E.

By: _____

Title: President

Date Signed: 1/17/14

Engineer License or Certificate No. 9253

State of: Arkansas

Address for giving notices:

Sand Creek Engineering and Landscape Architecture, Inc.
1610 NW 12th Street
Bentonville, AR 72712

Designated Representative:

PETER FARMER

Title: PROJECT ENGINEER

Phone Number: (479) 464-9282

Facsimile Number: (479) 464-9284

E-Mail Address: PFARMER@SANDCREK.
US

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH SANDCREEK ENGINEERING FOR DESIGN, BID ADMINISTRATION AND CONSTRUCTION OBSERVATION SERVICES RELATED TO THE NE 2ND STREET DRAINAGE PROJECT.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with Sandcreek Engineering for design, bid administration and construction observation services for the NE 2nd Street Drainage Project in the amount of \$35,000.00 plus reimbursables as set forth in the agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2014.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY		
Bid Award	Bid #	
Budget Adjustment		
Change Order		
Informational		
Ordinance		
Resolution		
Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

January 28, 2014

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Fire Department Staff recommends Council accept a Walmart grant in the amount of \$96,729.00 to provide training for the Fire and Police Departments. The training is a week long course to enhance our departments in the event of an active shooter incident in the City of Bentonville.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

BCB
Department Head
1-21-14
Date

CT
Staff Attorney
1/22/14
Date

Purchasing Agent
Date

BMM
Mayor
1/24/14
Date

FDL
Finance Director
1-22-14
Date

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





CHECK ALL THAT APPLY			
	Bid Award	Bid #	
X	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

January 28, 2014

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Fire Department Staff recommends Council approve a budget adjustment in the amount of \$96,729.00 for "Active Shooter" training. The Police and Fire Departments will train together to enhance our skills in the event of an Active Shooter incident in the City of Bentonville.

COST TO CITY:

Cost of this Request: \$96,729

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ -
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	96,729
Remaining After Adjustment	\$ 96,729

BCB
Department Head

1.21.14
Date

Purchasing Agent

Date

FD
Finance Director

1-22-14
Date

CT
Staff Attorney

1/22/14
Date

BOM
Mayor

1/24/14
Date

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE







CHECK ALL THAT APPLY		
Bid Award	Bid #	
Budget Adjustment		
Change Order		
Informational		
Ordinance		
Resolution		
Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

January 28, 2014

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Fire Department Staff recommends Council allow the Mayor and City Clerk to enter in to a contract with Emergency Services Group International (ESGI) to provide training on "Active Shooter" for the Police and Fire Department.

COST TO CITY:

Cost of this Request: \$96,729

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

BCB
Department Head
1.21.14
Date

CT
Staff Attorney
1/22/14
Date

Purchasing Agent
Date
DL
1-22-14
Date
Finance Director

BM
Mayor
1/24/14
Date

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement ("Agreement") is entered into as of January 20th, 2014 ("Effective Date") between Emergency Services Group International LLC and the Bentonville Arkansas Fire Department. The parties agree as follows:

1. **Background and Definitions.** During the course of discussions between the parties relating to and for the purpose of Bentonville Fire Department TECC Training (as outlined in the Statement of Work), a party ("Disclosing Party") may disclose to the other party ("Recipient") information it considers proprietary and confidential which (a) relates to the Disclosing Party's past, present and future research, development, business activities, products, software, services, internal and external Personally Identifiable Information and technical knowledge and (b) has been identified as confidential or would be understood to be confidential by a reasonable person ("Confidential Information") (c) relates to the cost of the program or sources of compensation for the program.
2. **Use of Confidential Information.** The Recipient may use Confidential Information only for the purpose identified in Section 1. The Recipient will not use the Disclosing Party's Confidential Information in any way, except in connection with the purpose described above.
3. **Protection of Confidential Information.** The Recipient agrees to protect the confidentiality of the Disclosing Party's Confidential Information in the same manner it protects the confidentiality of its own similar confidential information. However, in no event shall the Recipient use less than reasonable care to protect Confidential Information. The Recipient will restrict access to the Confidential Information to its personnel, consultants, and similar individuals of its corporate affiliates engaged in a use permitted by this Agreement, provided they have entered into a non-disclosure or other confidentiality agreement with the Recipient.
4. **Rights in Confidential Information.** Confidential Information disclosed under this Agreement will remain the property of the Disclosing Party. The Disclosing Party does not grant any express or implied license or right to or under any patents, trade secrets, copyrights, trademarks or other rights by this Agreement or any disclosure of Confidential Information under this Agreement.
5. **Copying of Confidential Information.** Except as reasonably required for the purpose identified in Section 1, the Recipient shall not copy or reproduce Confidential Information of the Disclosing Party without the Disclosing Party's prior written consent.
6. **Return of Confidential Information.** The Recipient shall return all Confidential Information (including copies) that the Disclosing Party made available to the Recipient under this Agreement when (a) the purpose for disclosing the Confidential Information is completed, or (b) upon request by the Disclosing Party. Each party may retain, subject to the terms of this Agreement, a copy of Confidential Information required for compliance with its internal recordkeeping requirements.
7. **Exceptions to Confidential Information.** Nothing in this Agreement prohibits or limits Recipient's use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) (a) previously known to the Recipient, before it was received from the Disclosing Party, (b) independently developed by the Recipient without use of the Confidential Information, (c) acquired by the Recipient from a third party which was not, to the Recipient's knowledge, under an obligation to

the Disclosing Party not to disclose such information, or (d) which is or becomes publicly available through no breach of this Agreement by the Recipient.

8. **Compelled Disclosure.** If either party receives a subpoena or other validly issued administrative or judicial process requesting the Confidential Information of the other party, the Recipient shall promptly notify the Disclosing Party and tender to the Disclosing Party (or its representative) the defense of such demand. Unless the demand is timely limited, quashed or extended, the Recipient shall then be entitled to comply with such demand to the extent permitted by law. If requested by the Disclosing Party (or its representative), the Recipient shall cooperate (at the expense of the Disclosing Party) in the defense of a demand.
9. **No Restriction on Activities.** Nothing in this Agreement shall prohibit or restrict either party's right to develop, use, or market products or services similar to or competitive with those of the other party disclosed in the Confidential Information as long as it does not breach this Agreement. Each party acknowledges that the other party may already have products or services similar to or competitive with those of the other party disclosed in the Confidential Information.
10. **No Use of Name.** Neither party may use the name, trade name, trademark, logo, acronym or other designation of the other in connection with any press release, advertising, publicity materials or otherwise without the prior written consent of the other party.
11. **Assignment, Modification and Waiver.** Neither party may assign its rights or delegate its duties or obligations under this Agreement without prior written consent of the other party. Any attempt to do so is void. This Agreement can only be modified by the written agreement of the parties. A waiver of any provision of this Agreement is not effective unless it is in writing and signed by the party against which the waiver is sought to be enforced.
12. **Complete Agreement.** The parties agree that this Agreement is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Agreement. This Agreement supersedes all requests for proposals, proposals or other prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.
13. **Enforceability.** If a court of competent jurisdiction finds any term of this Agreement to be invalid, illegal or otherwise unenforceable, it shall not affect the other terms of this Agreement, and that term shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable. The rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties as provided in this Agreement.
14. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Virginia, without giving effect to conflict of law rules.
15. Use of the term "confidential" in this Agreement does not mean classified information. Information classified under E.O. 12958 by an original classification authority and designated and marked as TOP SECRET, SECRET, or CONFIDENTIAL is to be handled in accordance with the National Industrial Security Program Operating Manual (NISPOM) February 2006 edition.
16. **Export Regulations.** Each party shall comply with all applicable export control laws and economic sanctions programs.

Applicable export control or economic sanctions programs may include U.S. export control laws such as the Export Administration Regulations and the International Traffic in Arms Regulations, and U.S. economic sanctions programs that are or may be maintained by the U.S. Government. The parties will comply with U.S. export control and U.S. economic sanctions laws with respect to the export or re-export of U.S. origin goods, software, services and/or technical data, or the direct product thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date above.

Emergency Services Group International, LLC

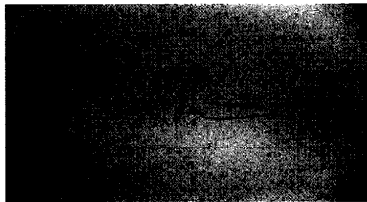
Bentonville Fire Department

By: _____

By: _____

Name: Michael Marino _____

Name: _____



Signature: _____

Signature: _____

Title: Partner _____

Title: _____

Date: 1/20/14 _____

Date: _____



ESGI/ Bentonville Fire Department
Statement of Work

Version 1.1
January 20th, 2014

Presented by:
Michael Marino, Partner, ESGI

Time and materials

Client name	Bentonville Fire Department
Client's administrator	Chief Brent Boydston, Bentonville, Arkansas Fire Department
Project name	Tactical Emergency Casualty Care (TECC) Instruction and Integration Project
Engagement duration	5 Business Days
Begin date	May 5 th , 2014
End date	May 9 th , 2014

Schedule of rates

Item description	Delivery schedule (Business days)	Cost
Five day TECC introduction with integration/instructor roll out.	May 5 th -May 9th	\$96,729

Payment terms

Phase	Completion date	Payments due
Enrollment	Within 60 calendar days of class start date, NLT 3/6/14	Payment of 50% of funds (\$48,214.50)
Delivery	May 5 th , 2014- May 9 th , 2014	None
Course Completion	Within 31 calendar days of class completion. NLT June 9 th , 2014	Remaining 50% balance due (\$48,214.50)

Statement of work

Assumptions

ESGI will be primarily responsible for creating, delivering, validating, and auditing training content. Course will include:

- | |
|--|
| Day 1 – Command Briefing on TECC/Fire and EMS/Law Enforcement Integration (4hrs) |
| Day 2- TECC for Fire/EMS Response (8hrs) (40 students maximum) |
| Day 3- TECC for Patrol Officers (8hrs) (40 students maximum) |
| Day 4- Fire/EMS/LE warm zone integration (8hrs) |
| Day 5- Community Response to Active Shooter/ Active Killing Events (4hrs)
TECC Train the Trainer (4hrs) (must have attended Day 2 or Day 3) |

Change management process

Feedback from course participants will be evaluated by ESGI for both didactic and practical sessions for course optimization. Modifications to the course curriculum may be offered/executed based upon this feedback at the discretion of ESGI, LLC.

Engagement related expenses

Each party will bear its own costs and liabilities arising out of its obligation and efforts under this Agreement during the entirety of this agreement. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the parties.

Professional services agreement

Both parties agree that this Agreement does not grant or confer any right, title, or interest in the other's equipment, software, documentation, or other products which may have been provided under this Agreement. Intellectual property ("IP") conceived or created pursuant to the Agreement will remain the property of the originating party. In the event of joint IP, the parties will engage in good-faith negotiations to establish their respective rights. Failing agreement, each party will have equal ownership and rights in such joint IP, without further obligation to the other party.

ESGI and Bentonville Fire Department agree that they are entering into this Agreement on an exclusive basis for the course "TECC Instruction and Integration." Both parties agree that ESGI will be the only entity teaching the program. All intellectual property such as training materials, slides, handouts, or any other materials authored by ESGI will remain

the property of ESGI and be used accordingly by Bentonville Fire Department, Bentonville Police Department, or other entity taking the instruction subject to the terms herein.

Course Descriptions:

Command Brief of Tactical Emergency Casualty Care and Integration Best Practices

The application for the TECC guidelines is relevant in mass shootings or acts of terrorism, ongoing dynamic disaster response, and even standard daily operations, and the practices are applicable to all levels of EMS, Fire and law enforcement first response. Senior leadership must have a broad foundation and awareness of the guidelines, as well as the implications on emergency preparedness and operations to effectively guide their agencies during the operational development of high threat medical response programs. This four (4) hour seminar is focused on providing the command and senior leadership with a concise overview on the development and uses of the TECC guidelines, application design into existing and new response protocols, curriculum design and implementation strategies.

TECC AND ACTIVE SHOOTER RESPONSE FOR FIRE/EMS PERSONNEL

The Tactical Emergency Casualty Care (TECC) guidelines represent a set of evidenced based best practices for the immediate medical management of wounded at or near the point of wounding for use by all first responders in all pre-hospital high-risk scenarios. Its application is not limited to law enforcement settings, but is intended for any situation where there is an increased on-going threat to the provider and patient. Similar to what the Tactical Combat Casualty Care guidelines did for military settings, civilian first responders need a framework for use in dangerous operational scenarios that defines constraints in both the civilian environment and resources while providing guidance to accomplish the life-saving mission. TCCC fails in this as it not appropriate as written for the civilian population. Instead, Tactical EMERGENCY Casualty Care (TECC) was developed from military battlefield TCCC guidelines by civilians for civilians. TECC balances the on-going threats, civilian scope of practice, differences in civilian population, medical equipment limits, and the variable resources for response in civilian atypical emergencies. These guidelines represent a treatment framework that accepts mitigated risk while providing a significant life saving benefit. TECC at its most basic level seeks to define the correct intervention at the correct time in the continuum of pre-hospital care.

The applications of high threat medicine are far reaching in Fire/EMS systems, beyond just the traditional tactical and law enforcement medicine. One of the most salient applications is medical response in active shooter/active killing events such as the 2012 Aurora Century 16 shooting and the 2013 Boston Marathon bombing. In June of 2013, the International Association of Fire Fighters released a position statement endorsing both the use of TECC and the model response of escorted warm zone medical operations called Rescue Task

Statement of Work

Force. Developed by Arlington County Fire Department in 2008, RTF is a best practice operation to rapidly deploy medics into areas that are clear but not secure during an active shooter/active killing incident using law enforcement security and proper PPE.

This course will introduce the concepts of TECC and allow hands-on familiarity with common equipment in use with the guidelines. Concentrating on the entire continuum of medical care in dynamic mass casualty, the student will be given the knowledge and practical skills to implement TECC medical care into any high risk Fire/EMS operation. This call will also familiarize the student in active shooter incidents and active shooter response. The concepts of RTF and escorted care will be discussed as well as the evidence to support the model as one of acceptable mitigated risk.

Tactical Emergency Casualty Care for LE providers

It is well known that law enforcement is a dangerous occupation. Law enforcement officers operate, often alone, in unsecured and hazardous conditions interacting with persons who are unstable, unpredictable, and often times potentially deadly. Officers are routinely involved in high-risk operations such as high speed emergency response, high speed vehicle pursuits, and traffic stops for violations where, in addition to being vulnerable from directed violence from the occupants, personnel are minimally protected from continued on-going vehicular traffic. Traditional pre-hospital Fire/EMS medical response may encounter a delay in reaching the downed-officer due to scene safety concerns, which would then delay potentially lifesaving care. As such, the law enforcement officer training needs to focus on care that must be performed in the first few minutes prior to the arrival of traditional pre-hospital medical response or additional officers to provide assistance.

Additionally, several recent high profile mass casualties have demonstrated the benefit of having Law Enforcement officers trained in and carrying basic medical equipment. First arriving officers in sufficient numbers, after addressing the immediate tactical threat, may be able to initiate basic life saving care for the wounded in the short delay until traditional medical first responders are operational on scene. The success of the Pima County Sheriffs providing medical care to the injured during the 2011 Tuscon, AZ shooting, the actions of the Aurora Police Department in the 2012 Century 16 Theater, where over half of the injured were almost immediately transported to trauma centers in the back of patrol cars, and the Boston Police who ran immediately into the fray during the Boston Marathon Bombings demonstrate the need for a basic framework and training for Law Enforcement officers in basic medical stabilization from ballistic and explosive mass casualty.

The Tactical Emergency Casualty Care (TECC) guidelines represent a set of evidenced based best practices for the immediate medical management of wounded at or near the point of wounding for use by all first responders in all pre-hospital high-risk scenarios. Based upon the military Tactical Combat Casualty Care medical guidelines, TECC provides civilian first responders a medical framework for use in dangerous and dynamic operational scenarios, defining constraints in both the civilian environment and resources while providing guidance

to accomplish the life-saving mission. Written by civilian for civilians, TECC balances the on-going threats, civilian mission and scope of practice, differences in civilian population, medical equipment limits, and the variable resources for response in civilian atypical emergencies that are unaccounted for in the en bloc adaption of military TCCC. TECC is scalable and can be applied for differing scope of practice and levels of first responders, from the non-medical layman to the highly trained physician, nurse or paramedic.

This course will train Law Enforcement officers in the appropriate concepts of TECC and allow hands-on familiarity with common equipment in use with the guidelines. Concentrating on the 'first 5-10 minutes' prior to the arrival of higher level medical providers, it will provide a framework for LE officers to assess, identify, and stabilize the immediately preventable life threats in mass casualty while accounting for the on-going and dynamic tactical situation

Rescue Task Force model active shooter response for LE and Fire/EMS

Americans are increasingly facing scenarios in which medical first responders are required to operate in dynamic, high threat environments. Since 2004, there have been more than 15 high threat violent events (e.g. terrorist attacks, active shooters or violent MCI) resulting in over 3000 injuries and 374 deaths in the United States or allied developed nations. The Aurora, CO attack on July 20, 2012 and the Boston Marathon Bombings are the most recent examples of the need for improved EMS, Fire and law enforcement response coordination during active violent incidents (AVI). These complex events require rapid but nuanced interagency coordination. The lack of standardized principles to describe pre-hospital medical operations in high threat civilian environments places our first responders and our communities at unnecessary risk.

All casualty care requires the responder to *access, assess, stabilize and evacuation* the casualty to higher level of care. By utilizing military lessons to integrate operational and medical considerations, TECC provides first responders with a powerful tool set; common language, common understanding of critical tasks and common tiered skill sets. The shootings in Aurora provide an excellent example of these principles. The perpetrator's use of tear gas and the massive number of walking wounded limited first responder *access* to casualties. As a result, law enforcement served as the first point of care (*assessment and stabilization*) and *evacuation* for 18 of 26 casualties transported in the first 30 minutes of the response.

After Columbine, police tactics changed to rapidly address the immediate threat – these tactics have been shown to be critical in ending the killing. However, Fire and EMS response has been slow to adapt to these scenarios resulting in significant delays to care for the injured. Knowing that the "fate of the injured lies in the hands of the one who provides the first care to the casualty," Fire/EMS services need to change the paradigm of response for these events to save lives.

This training course for both LE and Fire/EMS will discuss common characteristics of active shooter events and will provide the foundation for local development of active shooter

coordinated interagency response. Using a unique format, this course will provide TECC training to both LE and Fire/EMS, and will end with full speed practical scenarios with integration between the two disciplines.

ACTIVE SHOOTER/ACTIVE KILLING TRAINING FOR SCHOOL ADMINISTRATORS, EDUCATORS, or BUSINESS OWNERS

The need for educators, school administrators or business owners to understand the phenomenon of active shooter/active killing incidents cannot be underestimated. As one of the primary protectors of the children in a community, schools need to be prepared for these events and businesses provide vital goods and services needed for community health and prosperity that if interrupted can have dire consequences. Although there has been great emphasis on facility security and operational response, there has been little training that involves basic knowledge to the individual teacher or employee. In any disaster scenario, knowledge is power. By training the staff and educators in a school/business to be familiar with what to expect in these horrific events, as well as empowering them and giving them the tools to provide some basic medical care for the wounded, the community will be better prepared.

This course is a 4 hour scalable training program on AS/AVI. In its full 4 hour format, through coordination with the local police department, the course will provide basic information on commonalities of AS/AVI, general knowledge on what to expect from both the police and fire/EMS operational response, and will teach basic TECC for non-medical providers.

Acceptance and authorization

The terms and conditions of any current or future **Non-Disclosure Agreement (NDA)** apply in full to the services and products provided under this **Statement of Work**.

This Agreement shall be governed by and construed in accordance with the laws of Virginia, without giving effect to conflict of law rules.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

Full name

Title

Signature

Date

Michael Marino

Full name

Partner

Title

Signature

1/20/14

Date

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
EMERGENCY SERVICES GROUP INTERNATIONAL TO
PROVIDE TRAINING TO THE CITY OF BENTONVILLE
POLICE DEPARTMENT AND FIRE DEPARTMENT.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with Emergency Services Group International (ESGI) to provide “Active Shooter” training to the Bentonville Police Department and Fire Department as set forth in the agreement attached hereto as Exhibit “A”.

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

PASSED and APPROVED this _____ day of _____, 2014.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY		
Bid Award	Bid #	
Budget Adjustment		
Change Order		
Informational		
Ordinance		
Resolution		
Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

January 27, 2014

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Fire Department Staff recommends Council approval to surplus 30 SCBA (Self Contained Breathing Apparatus) bottles. These bottles have reached their life expectancy of 15 years and must be removed from service. These bottles will be discarded in the City's recycle metal bin at the City Warehouse.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

BCB 1-14-14
Department Head Date

Purchasing Agent Date

JD 1-22-14
Finance Director Date

CT 1/22/14
Staff Attorney Date
BOM 1/24/14
Mayor Date

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



RESOLUTION NO. _____

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

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

Section 1: That certain property of the City of Bentonville Fire Department, specifically 30 Self Contained Breathing Apparatus bottles, is hereby declared to be surplus and the Mayor is authorized to exchange or otherwise dispose of such property in an appropriate manner as allowed by law.

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

PASSED and APPROVED this ____ day of _____, 2014.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY		
Bid Award	Bid #	
Budget Adjustment		
Change Order		
Informational		
Ordinance		
Resolution		
Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

January 28, 2014

Submitted by: Ed Wheeler

Department

Administration

Phone

271-3191

ACTION REQUIRED:

Request that the City Council approves a "Title Change" to the 2014 pay plan. Remove the Title "Community Development Director" and add the title "Community and Economic Development Director". This title change reflects the reorganization of community development to include economic development that was added during the 3rd quarter of CY 2013.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount \$0

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -


Department Head Date 1/23

Purchasing Agent Date


Finance Director Date 1-22-14


Staff Attorney Date 1/22/14


Mayor Date 1/24/14

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



ORDINANCE NO. _____

**AN ORDINANCE AMENDING A JOB TITLE IN THE PAY
PLAN FOR THE CITY OF BENTONVILLE, ARKANSAS.**

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

Section 1: That the title of “Community and Economic Development Director”
should be and the same is hereby added in replacement of the title “Community Development
Director” in the City of Bentonville Pay Plan.

PASSED and APPROVED this _____ day of _____, 2014.

APPROVED:

MAYOR

ATTEST:

CITY CLERK