



BENTONVILLE CITY COUNCIL AGENDA

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

**Monday, November 13, 2017 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, November 14, 2017 6:00 p.m.
305 SW "A" Street**

**Public Comments on Tonight's Agenda Items (Limited Public Forum)
Questions, Comments and Discussion from Alderman on Tonight's Agenda
Call to Order
Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: October 24, 2017**

AGENDA

1. Declaring vacancy for Ward 3 Position 1 held by Thomas Hoehn, effective immediately. **(Page 5)**
2. An ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville, and assigning same to wards. (Voluntary Annexation - Michael Payne, DEB Farmland Adventures) **(Pages 6-25)**
3. An ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville, and assigning same to wards. (Voluntary Annexation - Shelby Elzey) **(Pages 26-44)**
4. An ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville, and assigning same to wards. (Voluntary Annexation - Tommy and Robin Stracener) **(Pages 45-60)**
5. An ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville, and assigning same to wards. (Voluntary Annexation - Clay Carlton and Mike Lamberth) **(Pages 61-75)**

6. Planning:

- 6a. **Lot Split: Lots 1 & 2 Featherston Valley Subdivision, Martin Elzey, Featherston Road, A-1, Agricultural.**

(Pages 78-81)

The Planning Commission voted 7-0, recommending approval.

The applicant has submitted a proposal for a lot split of two un-platted parcels, creating two new lots that will be known as Lots 1 (20.06+/- acres) & Lot 2 (28.73+/- acres) of Featherston Valley Subdivision. Lot 2 is currently undergoing annexation. Per the Master Street Plan requirements, right-of-way will be dedicated along the portions of Lot 2 that are adjacent to Been and Featherston Roads. A 20' wide utility easement will also be dedicated with the plat to serve both of the new lots. Each new lot will have access to public water and a public street. Lot 1 will have access to public sewer service however Lot 2 will not and will come with the development of the property.

- 6b. **Property Line Adjustment: Lot 13, Block 26, Deming's 2nd Addition, Berry Jones, 204 Northwest 7th Street, R-1 Single Family Residential.**

(Pages 82-85)

The Planning Commission voted 7-0, recommending approval.

The applicant has submitted a property line adjustment that will consolidate existing Lots 8 and 9, Block 26, of Deming's 2nd Addition into a new, Lot 13, Block 26. Lot 13 will be approximately .25 acres. No additional right-of-way is required by the Master Street Plan. A 5-foot public utility easement will also be dedicated with the plat to serve the new lot. The new lot will have access to a public street and utilities.

- 6c. **Final Plat: McClain Place Addition.**

(Pages 86-89)

The Planning Commission voted 7-0, recommending approval.

The applicant has submitted a final plat of 4.31 acres consisting of nine new buildable lots and will be known as McClain Place Addition. Average lot size is approximately 0.34 acres. This final plat dedicates right-of-way and utility and drainage easements that will serve the subdivision. A note has been added to the plat that sidewalks are the owner/developer's responsibility at time of building permit issuance. All public infrastructure has been inspected and accepted by the appropriate departments and all non-bondable items have been completed.

- 6d. **Rezoning: Word of Life Fellowship, 404 Southwest Regional Airport Boulevard, From R-1, Single Family Residential to C-2, General Commercial.**

(Pages 90-93)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan depicts this property as Commercial (C). The C-2, General Commercial zoning is an appropriate zoning district for this designation and is consistent with the Future Land Use Plan.

- 6e. **Rezoning: James & Mary Hall, 701 East Central Avenue, From R-1, Single Family Residential to DN-1, Downtown Low-Density Residential.**

(Pages 94-98)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan depicts this property as Downtown Low-Density Residential (D-LDR. The DN-1, Downtown Low-Density Residential zoning is an appropriate zoning district for this designation and is consistent with the Future Land Use Plan.

7. Approval of the installation of a permanent piece of artwork, titled "Sassy the Sasquatch" by artist Amanda Wilshire, on public property located in Park Springs Park at the southwest corner of the Tiger Boulevard and NW A Street intersection. The purchase and installation of the artwork is funded by the Bentonville Advertising & Promotion Commission. The Public Art Advisory Committee recommended approval on October 13, 2017 and the Parks and Recreation Advisory Board recommended approval on October 16, 2017.
(Pages 99-102)
8. Reappointment of Rick Rogers to the Board of Adjustment effective January 1, 2018 to a five-year term that expires on January 1, 2023. This is Rick Rogers's second term. Request for reappointment is attached.
(Pages 103-105)
9. Appointment of Ralph Weber to fill an unexpired term on the Tree and Landscape Advisory Committee. The term will expire on November 10, 2018.
(Pages 106-108)
10. Reappointment of Scott Eccleston to a three-year term on the Tree and Landscape Advisory Committee. The term will expire on November 14, 2020.
(Pages 109-111)
11. A resolution setting a Public Hearing for November 28, 2017 for Utility and Drainage Easement Vacation requested by Kensington Square, LLC at 3900 East Central Avenue.
(Pages 112-114)
- 12a. Staff recommends City Council approval for the Mayor and City Clerk to enter into a contract with Garver LLC, for Professional Services in an amount not to exceed \$265,000.00. The contract covers Design, Surveys through Construction Services for Wastewater Bio-solids Dewatering Upgrades; disposal of a 40 year old belt press and replacement with a 4 chamber screwpress and covering of the dewatered bio-solids storage area. Funding will be from funds set aside for the Biosolids Dewatering project.
(Pages 115-129)
- 12b. Staff requests approval of a Budget Adjustment in an amount not to exceed \$265,000.00 for a Professional Services contract with Garver LLC. The scope of this agreement is from Design, Surveys through Construction Services necessary for Wastewater Bio-solids Dewatering Upgrades. The scope of this project is replacement of a 40 year old belt press with a 4 chamber screwpress and covering the dewatered bio-solids storage area. Funds have been set aside for

the Biosolids Dewatering Project for many years and will be used to fund the project. **(Pages 130-131)**

13. Staff requests City Council waive the requirement of competitive bidding and authorize the Mayor and City Clerk to enter into a contract with Hutchens Construction in the amount of \$26,162.50 for paving and striping the employee parking lot behind the Street Dept. equipment/material storage shed northeast of the administration building at the new City maintenance facility. Funds for this item will come from savings realized from the construction contract of the facility. Waiver is requested to use the subcontractor who provided and installed the asphalt paving at the complex. **(Pages 132-139)**
14. Staff requests City Council waive the requirement of competitive bidding and authorize the Mayor and City Clerk to enter into a contract with Woodcraft, Inc. in the amount of \$33,827.00 for installation of additional cabinets and counter tops at the new City maintenance facility. Funds for this item will come from savings realized from the construction contract of the facility. Waiver is requested to use the subcontractor who provided and installed the original cabinets so material matches original work. **(Pages 140-143)**
15. Recommend the Mayor and City Council award the street light installation bid to Bill's Electric Inc. for a 3-yr period. Price breakdown is attached. **(Pages 144-167)**
16. A resolution authorizing the Mayor and City Council to declare approximately 61,000 cubic yards of topsoil surplus and enter into an agreement with Chev's Trucking to purchase the surplus topsoil for \$0.25/cy, totaling \$15,268.50. **(Pages 168-174)**
17. A ordinance authorizing the Mayor and City Council to waive the requirement of competitive bidding and enter into an agreement with Fochtman Enterprises, Inc. to place red-dyed concrete on top of existing underground electric feeders along SW "F" St. in the amount of \$23,100.00. **(Pages 175-179)**
18. Parks and Recreation is requesting approval of change order, in the amount of \$1,000.00, authorizing an Extra Work Authorization (EWA) with CEI Engineering for the Citizens Park Tennis Complex. **(Pages 180-182)**
19. 2018 Budget Discussion.

RECEIVED NOV 01 2017

October 28, 2017

Mayor Bob McCaslin
117 West Central Avenue
Bentonville, Arkansas 72712

Mr. Mayor,

I regret to inform you that I must resign my position as Bentonville City Council Member effective immediately.

I have had a change in my professional situation that will require me to be out of state during weekdays. This would impact my ability to attend City Council meetings and to effectively represent the constituents of my ward.

I continue to be impressed with the caliber of the workings of this city, a place we call home. That has been reinforced as I met and interacted with so many of the staff members of the City of Bentonville during my brief, but active, tenure as City Council Member. It has been an honor to serve.

Best regards,



Thomas Hoehn
206 SW 2nd Street
Bentonville, Arkansas 72712
(585) 474-1976



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

AGENDA FORM

CITY COUNCIL MEETING OF:

November 14, 2017

Submitted by:

City Hall

Department

-

Phone

271-3112

ACTION REQUIRED:

ACTION REQUIRED: An ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville, and assigning same to wards. (Voluntary Annexation - Michael Payne, DEB Farmland Adventures)

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	\$ -

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



FILED

2017 OCT -6 PM 1:27

FILED
CLERK OF COURT
BENTONVILLE, ARKANSAS

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

NO. CC 2017-27

PETITION FOR ANNEXATION – 100 % OF OWNERS PETITIONING

DATE: 9-6-2017

Come now the undersigned petitioners, and state as follows:

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

See legal description of the area to be annexed attached as Exhibit "A"

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

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

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

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

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

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

FILED

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

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

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

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

FILED

2017 OCT -6 PM 1:27

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

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

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

[Redacted]

DEB Farm Adventures Inc

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

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

18-09101-000 & 18-09096-001

Parcel number of property to be annexed

ACKNOWLEDGMENT

State of Arkansas)
) ss.
County of Benton)

On this the 18 day of September, 2017, before me, the undersigned officer, personally appeared Michael Payne, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.

[Redacted]

NOTARY PUBLIC

My Commission Expires:

4/24/23

OFFICIAL SEAL
NICOLE REDDEN
NOTARY PUBLIC, ARKANSAS
BENTON COUNTY
COMMISSION No. 12393868
COMMISSION EXP. 04/24/2023

FILED

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

2017 OCT -6 PM 1:27

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

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

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

[Redacted Signature]

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

Trustee

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

18-09097-005 / 18-09097-004

Parcel number of property to be annexed

ACKNOWLEDGMENT

State of Arkansas)
) ss.
County of Benton)

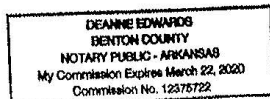
On this the 18th day of September, 2017, before me, the undersigned officer, personally appeared Edward A. Trail, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.

[Redacted Signature]

NOTARY PUBLIC

My Commission Expires:

March 22, 2020



FILED

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

2017 OCT -6 PM 1:27

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

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

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

[Redacted Signature]

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

Trustee

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

18-09097-005 / 18-09097-004
Parcel number of property to be annexed

ACKNOWLEDGMENT

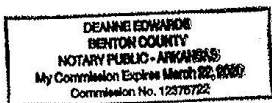
State of Arkansas)
) ss.
County of Benton)

On this the 18th day of September, 2017, before me, the undersigned officer, personally appeared Smelda Frail, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.

[Redacted Signature]
NOTARY PUBLIC

My Commission Expires:

March 22, 2020



Annexation-DEB Farm Adventures, Inc.

Exhibit 'A'

FILED

Part of the NE ¼ of the NW ¼ of Section 21, Township 19N, Range 31W, Benton County, Arkansas; and more particularly described as follows:

From the NE Corner of Harris Addition, per plat record "O", Page 222, Run thence N 89°46'00" E, 434.49';

Thence S 0°31'20" W, 329.46' to the point of beginning.

Thence N 89°57'50" E, 649.57';
Thence S 0°58'37" E, 123.78';
Thence S 89°57'50" W, 507.94';
Thence S 75°13'45" W, 75';
Thence S 82°57'25" W, 73.15';
Thence N 88°10'15" W, 97.18';
Thence N 81°26'00" W, 84.70';
Thence N 44°15'40" W, 80.10';
Thence N 36°16'01" E, 15.79';
Thence S 40°31'38" E, 29.36';
Thence S 67°47'28" E, 32.79';
Thence S 87°26'05" E, 63.01';
Thence S 87°44'11" E, 115.55';
Thence N 0°31'20" E, 108.05' to the point of beginning.

AND

Part of the NE ¼ of the NW ¼ of Section 21, Township 19N, Range 31W, Benton County, Arkansas; and being more particularly described as follows:

Commencing at the SW Corner of said NE ¼ of the NW ¼ of Section 21.

Thence S 87°15'27" E, 170' to the true point of beginning;
Thence N 02°47'04" E, 96.92';
Thence S 87°15'27" E, 36';
Thence N 02°47'04" E, 257.45';
Thence along a curve to the left having a radius of 50', and arc length of 78.36', and a chord bearing and distance of N 29°28'06" E, 70.58';
Thence S 60°11'58" E, 112.19';
Thence S 3°01'43" W, 63.72';
Thence S 86°54'29" E, 169.02';
Thence N 02°29'20" E, 139.44';
Thence N 88°30'35" W, 67.66';
Thence N 3°57'56" E, 425.26';
Thence S 63°10'16" E, 36.51';
Thence S 78°59'55" E, 84.74';
Thence S 84°42'42" E, 97.20';
Thence N 86°26'11" E, 73.10';
Thence N 78°41'04" E, 75.02';

Thence S 86°33'53" E, 507.88';
Thence S 02°30'27" W, 852.01';
Thence N 87°15'27" W, 1148.28' to the point of beginning.

FILED

2017 OCT -6 PM 1:28

AND

Part of the South ¼ of the NW ¼ of Section 21, Township 19N, Range 31W, Benton County, Arkansas;
and being more particularly described as follows:

Beginning at the SW Corner of said NW ¼ of said Section 21;
Thence N 0°00'00"E, 992.21';
Thence S89°13'31"E, 263.81';
Thence N0°01'57"E, 330.55';
Thence S89°20'42"E, 2378.04';
Thence S00°04'26"W, 1324.40';
Thence N89°17'40"W, 2640.35' to the point of beginning.

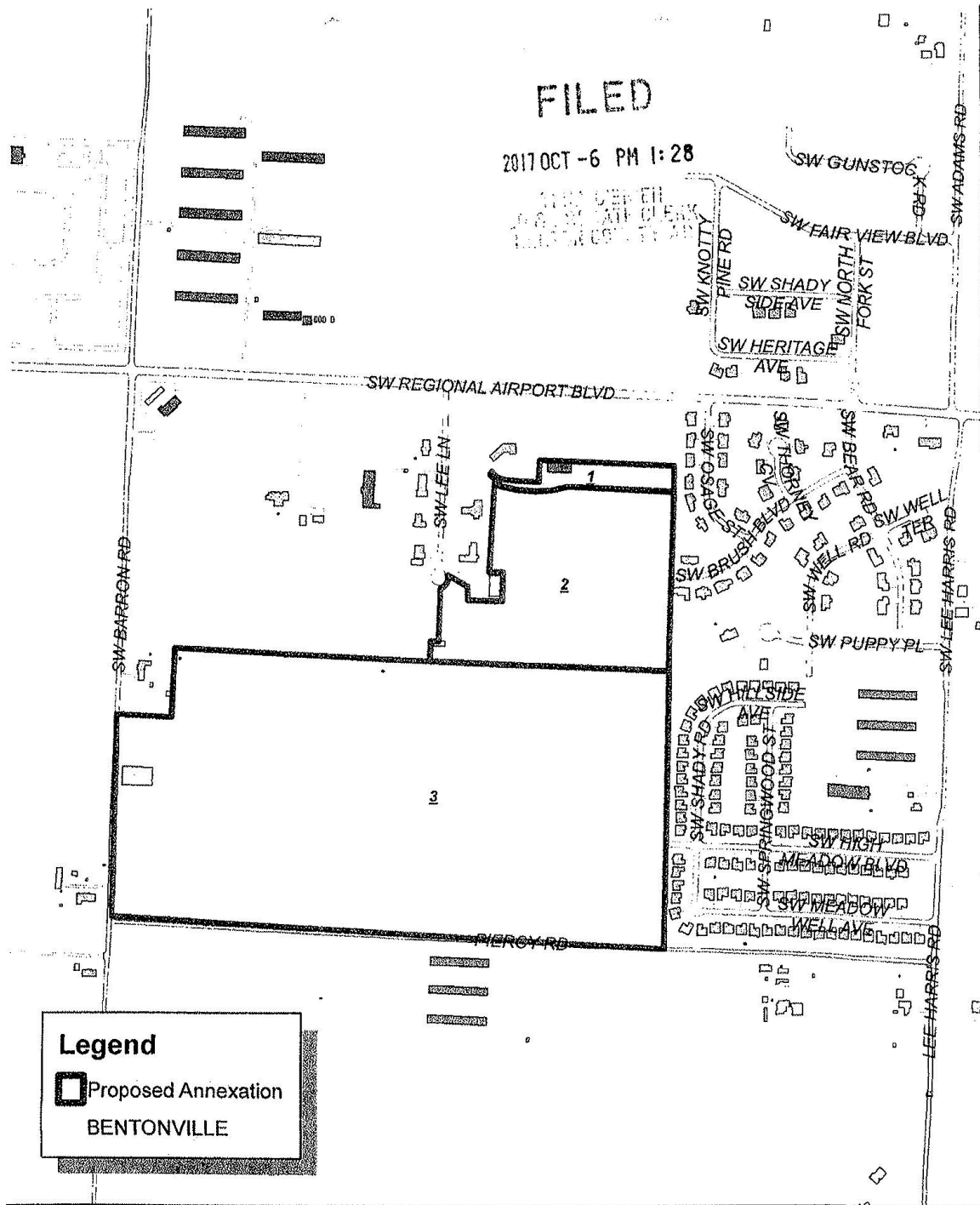


EXHIBIT "B"
Annexation
DEB Farm Adventures, Inc.

1 inch = 580 feet



Benton
214 W. Scvier Street
Benton, AR 72015

Bentonville
300 SW 28th Street
Bentonville, AR 72712

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

Fayetteville
1420 Augustine Lane, Suite 1
Fayetteville, AR 72703

Sheridan
206 N Rose Street
Sheridan, AR 72150

Harrison
218 E. Ridge Ave.
Harrison, AR 72601



"EXHIBIT C"

First National
Title Company

Headquarters
First National Title Company
Little Rock
415 N McKinley Street Suite 1100
Little Rock, AR 72205

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

Little Rock Title Company
A Division of
First National Title Company
Little Rock
1101 W. Markham Street #100
Little Rock, AR 72201

Greenbrier
8 W. Main Street, Suite A
Greenbrier, AR 72044

Jasper
201 N. Stone Street
Jasper, AR 72641

FILED
OCT 2 2017
PM 1:28
CLERK

October 2, 2017

Greetings:

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

DEB Farm Adventures Inc., Mike Payne President: 18-09101-000, 18-09096-001

[Redacted Signature]

Steve Pangle
Benton County Manager
First National Title

www.firstnationaltitle.net

DEB FARMS ANNEXATION
EXHIBIT "C-1"

FILED

2017 OCT -6 PM 1:28

<u>Deb Farms Adventures LLC.</u>	<u>18-09101-000</u>
	<u>18-09096-001</u>
<u>Frail Trust</u>	<u>18-09097-004</u>
	<u>18-09097-005</u>

Annexation-DEB Farm Adventures, Inc.

FILED

Exhibit 'C-1'

Part of the NE ¼ of the NW ¼ of Section 21, Township 19N, Range 31W, Benton County, Arkansas; and more particularly described as follows:

2017 OCT -6 PM 1:28
TEB 10/6/17
COURT CLERK

From the NE Corner of Harris Addition, per plat record "O", Page 222, Run thence N 89°46'00" E, 434.49';
Thence S 0°31'20" W, 329.46' to the point of beginning.

Thence N 89°57'50" E, 649.57';
Thence S 0°58'37" E, 123.78';
Thence S 89°57'50" W, 507.94';
Thence S 75°13'45" W, 75';
Thence S 82°57'25" W, 73.15';
Thence N 88°10'15" W, 97.18';
Thence N 81°26'00" W, 84.70';
Thence N 44°15'40" W, 80.10';
Thence N 36°16'01" E, 15.79';
Thence S 40°31'38" E, 29.36';
Thence S 67°47'28" E, 32.79';
Thence S 87°26'05" E, 63.01';
Thence S 87°44'11" E, 115.55';
Thence N 0°31'20" E, 108.05' to the point of beginning.

AND

Part of the NE ¼ of the NW ¼ of Section 21, Township 19N, Range 31W, Benton County, Arkansas; and being more particularly described as follows:

Commencing at the SW Corner of said NE ¼ of the NW ¼ of Section 21.
Thence S 87°15'27" E, 170' to the true point of beginning;
Thence N 02°47'04" E, 96.92';
Thence S 87°15'27" E, 36';
Thence N 02°47'04" E, 257.45';
Thence along a curve to the left having a radius of 50', and arc length of 78.36', and a chord bearing and distance of N 29°28'06" E, 70.58';
Thence S 60°11'58" E, 112.19';
Thence S 3°01'43" W, 63.72';
Thence S 86°54'29" E, 169.02';
Thence N 02°29'20" E, 139.44';
Thence N 88°30'35" W, 67.66';
Thence N 3°57'56" E, 425.26';
Thence S 63°10'16" E, 36.51';
Thence S 78°59'55" E, 84.74';
Thence S 84°42'42" E, 97.20';
Thence N 86°26'11" E, 73.10';
Thence N 78°41'04" E, 75.02';

Thence S 86°33'53" E, 507.88';
Thence S 02°30'27" W, 852.01';
Thence N 87°15'27" W, 1148.28' to the point of beginning.

FILED

2017 OCT -6 PM 1:28

AND

Part of the South ½ of the NW ¼ of Section 21, Township 19N, Range 31W, Benton County, Arkansas;
and being more particularly described as follows:

Beginning at the SW Corner of said NW ¼ of said Section 21;
Thence N 0°00'00"E, 992.21';
Thence S89°13'31"E, 263.81;
Thence N0°01'57"E, 330.55';
Thence S89°20'42"E, 2378.04'
Thence S00°04'26"W, 1324.40';
Thence N89°17'40"W, 2640.35' to the point of beginning.

EXHIBIT "D"

FILED

Greetings:

2017 OCT -6 PM 1:28

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

Sincerely,

Travis Matlock, P.E.



Annexation-DEB Farm Adventures, Inc.

FILED

Exhibit 'D-1'

Part of the NE ¼ of the NW ¼ of Section 21, Township 19N, Range 31W, Benton County, Arkansas; and more particularly described as follows:

2017 OCT -6 PM 1:28

From the NE Corner of Harris Addition, per plat record "O", Page 222, Run thence N 89°45'00" E, 434.49';

Thence S 0°31'20" W, 329.46' to the point of beginning.

Thence N 89°57'50" E, 649.57';
Thence S 0°58'37" E, 123.78';
Thence S 89°57'50" W, 507.94';
Thence S 75°13'45" W, 75';
Thence S 82°57'25" W, 73.15';
Thence N 88°10'15" W, 97.18';
Thence N 81°26'00" W, 84.70';
Thence N 44°15'40" W, 80.10';
Thence N 36°16'01" E, 15.79';
Thence S 40°31'38" E, 29.36';
Thence S 67°47'28" E, 32.79';
Thence S 87°26'05" E, 63.01';
Thence S 87°44'11" E, 115.55';
Thence N 0°31'20" E, 108.05' to the point of beginning.

AND

Part of the NE ¼ of the NW ¼ of Section 21, Township 19N, Range 31W, Benton County, Arkansas; and being more particularly described as follows:

Commencing at the SW Corner of said NE ¼ of the NW ¼ of Section 21.

Thence S 87°15'27" E, 170' to the true point of beginning;
Thence N 02°47'04" E, 96.92';
Thence S 87°15'27" E, 36';
Thence N 02°47'04" E, 257.45';
Thence along a curve to the left having a radius of 50', and arc length of 78.36', and a chord bearing and distance of N 29°28'06" E, 70.58';
Thence S 60°11'58" E, 112.19';
Thence S 3°01'43" W, 63.72';
Thence S 86°54'29" E, 169.02';
Thence N 02°29'20" E, 139.44';
Thence N 88°30'35" W, 67.66';
Thence N 3°57'56" E, 425.26';
Thence S 63°10'16" E, 36.51';
Thence S 78°59'55" E, 84.74';
Thence S 84°42'42" E, 97.20';
Thence N 86°26'11" E, 73.10';
Thence N 78°41'04" E, 75.02';

Thence S 86°33'53" E, 507.88';
Thence S 02°30'27" W, 852.01';
Thence N 87°15'27" W, 1148.28' to the point of beginning.

FILED

2017 OCT -6 PM 1:28

AND

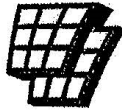
TERESA J. BELL
2017 OCT -6 PM 1:28
CLERK

Part of the South ½ of the NW ¼ of Section 21, Township 19N, Range 31W, Benton County, Arkansas;
and being more particularly described as follows:

Beginning at the SW Corner of said NW ¼ of said Section 21;
Thence N 0°00'00"E, 992.21';
Thence S89°13'31"E, 263.81';
Thence N0°01'57"E, 330.55';
Thence S89°20'42"E, 2378.04';
Thence S00°04'26"W, 1324.40';
Thence N89°17'40"W, 2640.35' to the point of beginning.

FILED

2017 OCT -6 PM 1:28



ARKANSAS
GIS OFFICE

JENNIFER WHEELER
DEPUTY CLERK
10/10/17

July 14, 2017

Mr. Jim Wheelless
City of Bentonville
GIS Coordinator
305 SWA Street
Bentonville, AR 72712

RE: City of Bentonville Annexation Coordination Requirement

Mr. Wheelless,

Thank you for coordinating with our office as you seek to annex property into the City of Bentonville, AR. This letter represents confirmation that you have properly coordinated with our office (Arkansas GIS Office) as specified in § 14-40-101 (Act 914 of 2015) of the 90th General Assembly.

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

Thank you,

Jennifer Wheeler, GIS Analyst
/jjw

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

H:\City_Annexations\Cities\Bentonville\20170714\Doc\20170714_Bentonville_Annexation_Coordination_Letter.docx

ARKANSAS GIS OFFICE • 1 CAPITOL MALL SUITE 6D • LITTLE ROCK • ARKANSAS • 72201
PHONE (501) 682-2767 • www.gis.arkansas.gov • FAX (501) 682-6077

Municipal Services for Annexation

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

Additional services such as water and sewer may be provided if readily available. Such services are provided in accordance with existing ordinances and terms of service, including but not limited to the payment of required fees, the necessary permits, inspections and approvals. This exhibit does not obligate the City to provide utility services that are not available to the annexed area.

ORDINANCE NO. _____

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

WHEREAS, petition was filed with the County Clerk of Benton County, Arkansas by MICHAEL PAYNE, DEB FARMLAND ADVENTURES owner(s) of the hereinafter described territory, praying that said territory be annexed to, and made a part of the City of Bentonville, Arkansas, and

WHEREAS, on the 13th day of October, 2017, the County Court of Benton County, Arkansas, found that the petition was signed by the owners of said territory; that said territory was contiguous and adjoining the present corporate limits of the City of Bentonville, Arkansas; that an accurate plat or map of said territory had been filed with, and made a part of said petition; and that all things pertaining thereto had been done in the manner prescribed by law, and that said lands and territory should be annexed to and a part of the City of Bentonville, Arkansas, subject to the acceptance of same by the City Council of said City at the proper time, as provided by law; and

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

Section 1. That the land described on the attached Exhibit A is territory contiguous to and adjoining the City of Bentonville, Arkansas, and the same is hereby accepted as part of and annexed to and made a part of the City of Bentonville.

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

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2017.

APPROVED:_____

Mayor

ATTEST:_____

Clerk



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

AGENDA FORM

CITY COUNCIL MEETING OF:

November 14, 2017

Submitted by:

City Hall

Department

-

Phone

271-3112

ACTION REQUIRED:

ACTION REQUIRED: An ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville, and assigning same to wards. (Voluntary Annexation - Shelby Elzey)

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	\$ -

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



FILED

2017 OCT -6 PM 1:26

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

NO. CC 2017-24

PETITION FOR ANNEXATION – 100 % OF OWNERS PETITIONING

DATE: 9-20-17

Come now the undersigned petitioners, and state as follows:

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

See legal description of the area to be annexed attached as Exhibit "A"

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

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

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

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

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

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

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

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

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

FILED
2017 OCT -6 PM 1:26
CLERK OF COURT
BENTONVILLE, ARK.

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

2017 OCT -6 PM 1: 26

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

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

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

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

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

2801 SW Featherston Rd Bentonville AR 72712

Parcel number of property to be annexed 479-272-7766

18-08661-001

ACKNOWLEDGMENT

State of Arkansas)
County of Benton) ss.

On this the 20th day of September, 2017, before me, the undersigned officer, personally appeared Shelby Elzer, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.

NOTARY PUBLIC

My Commission Expires:

5-23-2022



FILED

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

2017 OCT -6 PM 1:26

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

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

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

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

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

2801 SW Featherston Rd, Bentonville, AR 72712

Parcel number of property to be annexed

479-273-7766

18-08661-001

ACKNOWLEDGMENT

State of Arkansas)
) ss.
County of Benton)

On this the 20th day of September, 2017, before me, the undersigned officer, personally appeared Janet Elzey, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.

NOTARY PUBLIC

My Commission Expires:

5-23-2022



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

2017 OCT -6 PM 1:27

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

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

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

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

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

Parcel 18-08661-003
Parcel number of property to be annexed

ACKNOWLEDGMENT

State of Arkansas)
County of Benton) ss.

On this the 19th day of September, 2017, before me, the undersigned officer, personally appeared Jennifer Elzey, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.

My Commission Expires:

5-23-2022

NOTARY PUBLIC



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

FILED

2017 OCT -6 PM 1:27

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

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

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

[Redacted Signature]

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

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

Parcel 18-08661-003
Parcel number of property to be annexed

ACKNOWLEDGMENT

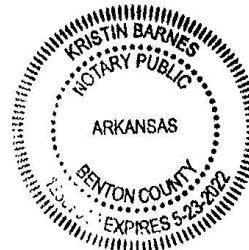
State of Arkansas)
) ss.
County of Benton)

On this the 19th day of September, 2017, before me, the undersigned officer, personally appeared Martin Elze, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.

[Redacted Signature]

My Commission Expires:

5-23-2022



ELZEY ANNEXATION

"EXHIBIT A"

FILED

2017 OCT -6 PM 1:27

Legal Description of a portion of Benton County Parcel #18-08661-003

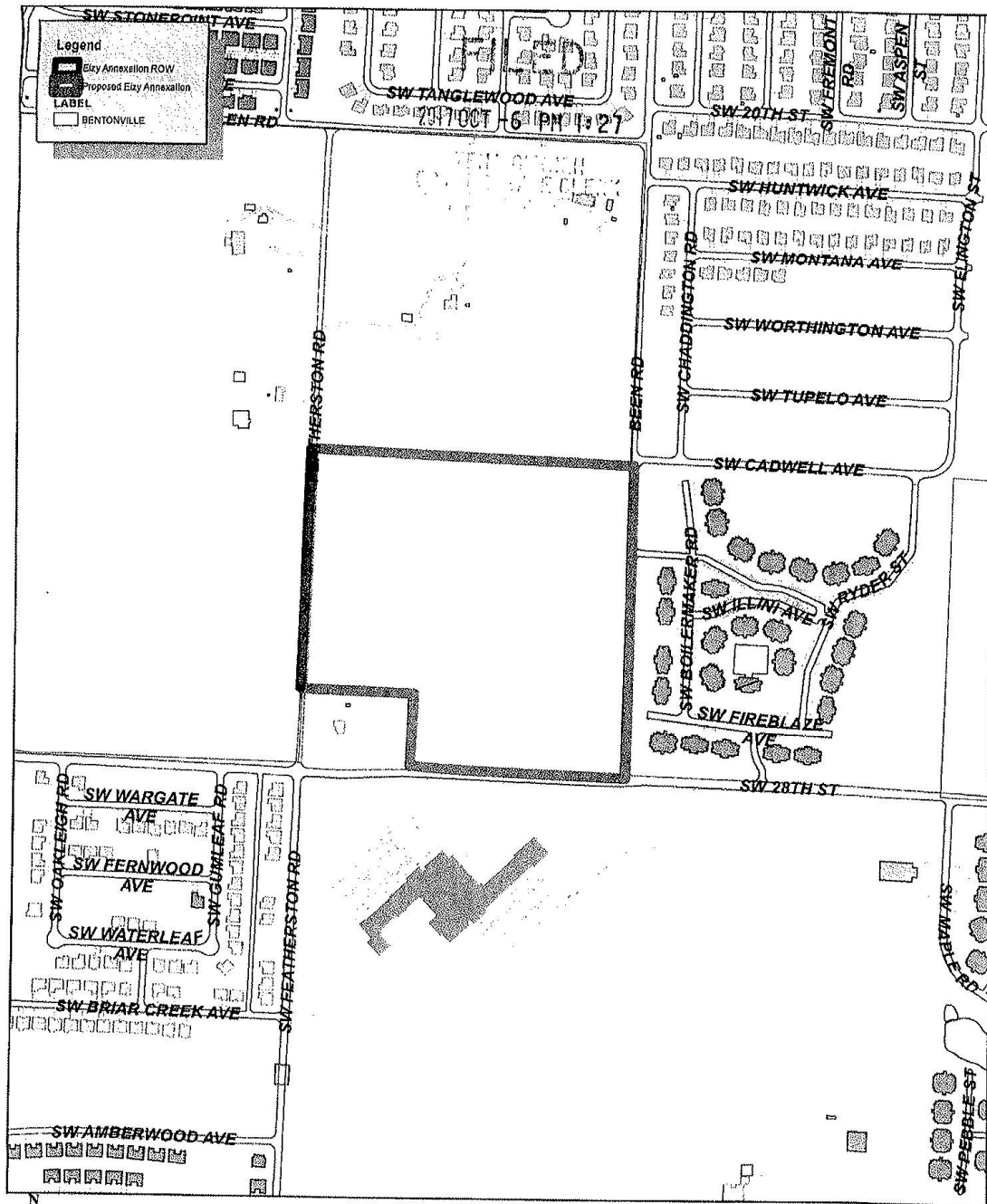
Part of the East Half (E ½) of the Southeast Quarter (SE 1/4) of Section Two (2), Township Nineteen (19) North, Range Thirty-One (31) West, Benton County, Arkansas being more particularly described as beginning at a found iron pin for the Northwest Corner of the East Half (E ½) of the Southeast Quarter (SE 1/4) of Section Two (2), Township Nineteen (19) North, Range Thirty-One (31) West; thence along the West Line of the East Half (E ½) of the Southeast Quarter (SE 1/4) of Section Two (2), Township Nineteen (19) North, Range Thirty-One (31) West running South 02°15'37" West a distance of 1,319.87 feet to the POINT OF BEGINNING; thence South 87°40'43" East a distance of 662.66 feet to a set 5/8" diameter pin; thence South 87°40'44" East a distance of 662.65 feet to a set 5/8" diameter pin on the East Line of Section Two (2); thence along the East Line of Section Two (2) running South 02°11'12" West a distance of 990.80 feet to a set 5/8" diameter pin; thence leaving the East Line of Section (2) and running North 87°37'05" West a distance of 1,326.59 feet to a set 5/8" diameter pin on the West Line of the East Half (E ½) of the Southeast Quarter (SE 1/4) of Section Two (2), Township Nineteen (19) North, Range Thirty-One (31) West; thence along the West Line of the East Half (E ½) of the Southeast Quarter (SE 1/4) of Section Two (2), Township Nineteen (19) North, Range Thirty-One (31) West running North 02°15'37" East a distance of 989.40 feet to the POINT OF BEGINNING containing in all 1,312,898 square feet or 30.14 acres, more or less and being further subject to any rights-of-ways, easements, liens, or encumbrances which may or may not be of record.

AND

Legal Description of Benton County Parcel #18-08661-001

Part of the E1/2 of the SE1/4 of Section 2, Township 19 North, Range 31 West described as beginning at a point 2310 feet south of the NE corner of said tract, run thence South 330 feet to the South line of said tract, run thence West 1320 feet to the SW corner of said tract, run thence North 330 feet to a point, run thence East 1320 feet to the point of beginning on the east line of said tract.

LESS AND EXCEPT the land annexed into the city of Bentonville with ordinance 2010-41, recorded as book 2010, page 34858



Proposed Annexation
(Elzy)
EXHIBIT "B"

1 inch = 500 feet



Benton
216 W Sevier Street
Benton, AR 72015

Bentonville
303 SW 28th Street
Bentonville, AR 72712

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

Fayetteville
1420 Augustine Lane, Suite 1
Fayetteville, AR 72703

Sheridan
266 N Rose Street
Sheridan, AR 72150

Harrison
218 E. Ridge Ave.
Harrison, AR 72601



First National
Title Company

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

"EXHIBIT C"

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

Greenbrier
8 Wilson Farm Road, Suite A
Greenbrier, AR 72058

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

Jasper
201 N. Stone Street
P.O. Box 77
Jasper, AR 72641

October 2, 2017

Greetings:

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

Martin & Jennifer Elzey 18-08661-003

Shelby & Janet Elzey 18-08661-001

[REDACTED]
Steve Pangle

Benton County Manager
First National Title

www.firstnationaltitle.net

ELZEY ANNEXATION
EXHIBIT "C-1"

FILED

2017 OCT -6 PM 1:27

<u>Shelby Elzey</u>	<u>18-08661-001</u>
<u>Janet Elzey</u>	<u>18-08661-001</u>
<u>Jennifer Elzey</u>	<u>18-08661-003</u>
<u>Martin Elzey</u>	<u>18-08661-003</u>

18-08661-001
18-08661-003

ELZEY ANNEXATION

FILED

"EXHIBIT C-2"

2017 OCT -6 PM 1: 27

Legal Description of a portion of Benton County Parcel #18-08661-003

Part of the East Half (E ½) of the Southeast Quarter (SE 1/4) of Section Two (2), Township Nineteen (19) North, Range Thirty-One (31) West, Benton County, Arkansas being more particularly described as beginning at a found iron pin for the Northwest Corner of the East Half (E ½) of the Southeast Quarter (SE 1/4) of Section Two (2), Township Nineteen (19) North, Range Thirty-One (31) West; thence along the West Line of the East Half (E ½) of the Southeast Quarter (SE 1/4) of Section Two (2), Township Nineteen (19) North, Range Thirty-One (31) West running South 02°15'37" West a distance of 1,319.87 feet to the POINT OF BEGINNING; thence South 87°40'43" East a distance of 662.66 feet to a set 5/8" diameter pin; thence South 87°40'44" East a distance of 662.65 feet to a set 5/8" diameter pin on the East Line of Section Two (2); thence along the East Line of Section Two (2) running South 02°11'12" West a distance of 990.80 feet to a set 5/8" diameter pin; thence leaving the East Line of Section (2) and running North 87°37'05" West a distance of 1,326.59 feet to a set 5/8" diameter pin on the West Line of the East Half (E ½) of the Southeast Quarter (SE 1/4) of Section Two (2), Township Nineteen (19) North, Range Thirty-One (31) West; thence along the West Line of the East Half (E ½) of the Southeast Quarter (SE 1/4) of Section Two (2), Township Nineteen (19) North, Range Thirty-One (31) West running North 02°15'37" East a distance of 989.40 feet to the POINT OF BEGINNING containing in all 1,312,898 square feet or 30.14 acres, more or less and being further subject to any rights-of-ways, easements, liens, or encumbrances which may or may not be of record.

AND

Legal Description of Benton County Parcel #18-08661-001

Part of the E1/2 of the SE1/4 of Section 2, Township 19 North, Range 31 West described as beginning at a point 2310 feet south of the NE corner of said tract, run thence South 330 feet to the South line of said tract, run thence West 1320 feet to the SW corner of said tract, run thence North 330 feet to a point, run thence East 1320 feet to the point of beginning on the east line of said tract.

LESS AND EXCEPT the land annexed into the city of Bentonville with ordinance 2010-41, recorded as book 2010, page 34858

EXHIBIT "D"

FILED

Greetings:

2017 OCT -6 PM 1:27

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

Sincerely,

Travis Matlock, P.E.



ELZEY ANNEXATION

FILED

"EXHIBIT D-1"

2017 OCT -6 PM 1:27

Legal Description of a portion of Benton County Parcel #18-08661-003

Part of the East Half (E ½) of the Southeast Quarter (SE 1/4) of Section Two (2), Township Nineteen (19) North, Range Thirty-One (31) West, Benton County, Arkansas being more particularly described as beginning at a found iron pin for the Northwest Corner of the East Half (E ½) of the Southeast Quarter (SE 1/4) of Section Two (2), Township Nineteen (19) North, Range Thirty-One (31) West; thence along the West Line of the East Half (E ½) of the Southeast Quarter (SE 1/4) of Section Two (2), Township Nineteen (19) North, Range Thirty-One (31) West running South 02°15'37" West a distance of 1,319.87 feet to the POINT OF BEGINNING; thence South 87°40'43" East a distance of 662.66 feet to a set 5/8" diameter pin; thence South 87°40'44" East a distance of 662.65 feet to a set 5/8" diameter pin on the East Line of Section Two (2); thence along the East Line of Section Two (2) running South 02°11'12" West a distance of 990.80 feet to a set 5/8" diameter pin; thence leaving the East Line of Section (2) and running North 87°37'05" West a distance of 1,326.59 feet to a set 5/8" diameter pin on the West Line of the East Half (E ½) of the Southeast Quarter (SE 1/4) of Section Two (2), Township Nineteen (19) North, Range Thirty-One (31) West; thence along the West Line of the East Half (E ½) of the Southeast Quarter (SE 1/4) of Section Two (2), Township Nineteen (19) North, Range Thirty-One (31) West running North 02°15'37" East a distance of 989.40 feet to the POINT OF BEGINNING containing in all 1,312,898 square feet or 30.14 acres, more or less and being further subject to any rights-of-ways, easements, liens, or encumbrances which may or may not be of record.

AND

Legal Description of Benton County Parcel #18-08661-001

Part of the E1/2 of the SE1/4 of Section 2, Township 19 North, Range 31 West described as beginning at a point 2310 feet south of the NE corner of said tract, run thence South 330 feet to the South line of said tract, run thence West 1320 feet to the SW corner of said tract, run thence North 330 feet to a point, run thence East 1320 feet to the point of beginning on the east line of said tract.

LESS AND EXCEPT the land annexed into the city of Bentonville with ordinance 2010-41, recorded as book 2010, page 34858



**ARKANSAS
GIS OFFICE**

FILED

2017 OCT -6 PM 1:27

RECEIVED
CLERK
2017 OCT -6 PM 1:27

September 20, 2017

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

RE: City of Bentonville Annexation Coordination Requirement

Mr. Wheelless,

Thank you for coordinating with our office as you seek to annex property into the City of Bentonville described as the "Elzy Annexation." This letter represents confirmation that you have properly coordinated with our office (Arkansas GIS Office) as specified in § 14-40-101 (Act 914 of 2015) of the 90th General Assembly.

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

Thank you,

Jennifer Wheeler, GIS Analyst
/jjw

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

H:\City_Annexations\Cities\Bentonville\20170920\Doc\ 20170920...Bentonville_Annexation_Coordination_Letter.docx

ARKANSAS GIS OFFICE • 1 CAPITOL MALL SUITE 6D • LITTLE ROCK • ARKANSAS • 72201
PHONE (501) 682-2767 • www.gis.arkansas.gov • FAX (501) 682-6077

ELZEY ANNEXATION ROW

EXHIBIT

FILED

2017 OCT -6 PM 1:27

RECEIVED
BENTON COUNTY
CLERK

Part of the East Half (E ½) of the SE 1/4 of Section 2, Township 19N, Range 31W, Benton County, Arkansas being more particularly described as commencing at the NW Corner of the East Half (E ½) of SE 1/4 of Section 2, Township 19N, Range 31W; thence along the West Line of the East Half (E ½) of the SE ¼ of Section 2, Township 19N, Range 31 W running S 02°15'37" W a distance of 1,319.87 feet to the POINT OF BEGINNING.

Thence S02°23'14"W, 995.48';

Thence N87°36'46"W, 14.69';

Thence N02°08'28"E, 995.49';

Thence S87°36'46"E, 18.96' to the POINT OF BEGINNING.

Municipal Services for Annexation

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

Additional services such as water and sewer may be provided if readily available. Such services are provided in accordance with existing ordinances and terms of service, including but not limited to the payment of required fees, the necessary permits, inspections and approvals. This exhibit does not obligate the City to provide utility services that are not available to the annexed area.

ORDINANCE NO. _____

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

WHEREAS, petition was filed with the County Clerk of Benton County, Arkansas by SHELBY ELZEY owner(s) of the hereinafter described territory, praying that said territory be annexed to, and made a part of the City of Bentonville, Arkansas, and

WHEREAS, on the 17th day of October, 2017, the County Court of Benton County, Arkansas, found that the petition was signed by the owners of said territory; that said territory was contiguous and adjoining the present corporate limits of the City of Bentonville, Arkansas; that an accurate plat or map of said territory had been filed with, and made a part of said petition; and that all things pertaining thereto had been done in the manner prescribed by law, and that said lands and territory should be annexed to and a part of the City of Bentonville, Arkansas, subject to the acceptance of same by the City Council of said City at the proper time, as provided by law; and

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

Section 1. That the land described on the attached Exhibit A is territory contiguous to and adjoining the City of Bentonville, Arkansas, and the same is hereby accepted as part of and annexed to and made a part of the City of Bentonville.

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

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2017.

APPROVED: _____

Mayor

ATTEST: _____

Clerk



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

AGENDA FORM

CITY COUNCIL MEETING OF:

November 14, 2017

Submitted by:

City Hall

Department

-

Phone

271-3112

ACTION REQUIRED:

ACTION REQUIRED: An ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville, and assigning same to wards. (Voluntary Annexation - Tommy and Robin Stracener)

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	\$ -

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



FILED

2017 OCT -6 PM 1:31

RECEIVED
CLERK OF THE
CITY OF BENTONVILLE
OCT 10 2017

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

NO. CC 2017-26

PETITION FOR ANNEXATION – 100 % OF OWNERS PETITIONING

DATE: 9-22-17

Come now the undersigned petitioners, and state as follows:

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

See legal description of the area to be annexed attached as Exhibit "A"

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

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

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

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

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

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

FILED

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

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

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

FILED

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

2017 OCT -6 PM 1:31

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

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

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

[Redacted Signature]

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

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

8576 Hwy 141 N. Jonesboro, Ar. 72401
Parcel number of property to be annexed

870-926-7964 ACKNOWLEDGMENT

State of Arkansas)
County of Benton) ss.

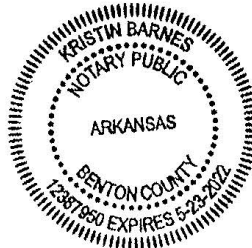
On this the 22nd day of September, 2017, before me, the undersigned officer, personally appeared Tommy Stracener, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.

[Redacted Signature]

NOTARY PUBLIC

My Commission Expires:

5-23-2022



FILED

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

2017 OCT -6 PM 1:31

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

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

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

[Redacted Signature]

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

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

8576 Hwy. 141 N. Jonesboro, AR 72401
Parcel number of property to be annexed 870-926-3170

ACKNOWLEDGMENT

State of Arkansas)
County of Benton) ss.

On this the 29th day of September, 2017, before me, the undersigned officer, personally appeared Robin Stracener, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.

[Redacted Notary Signature]

NOTARY PUBLIC

My Commission Expires:

5-23-2022



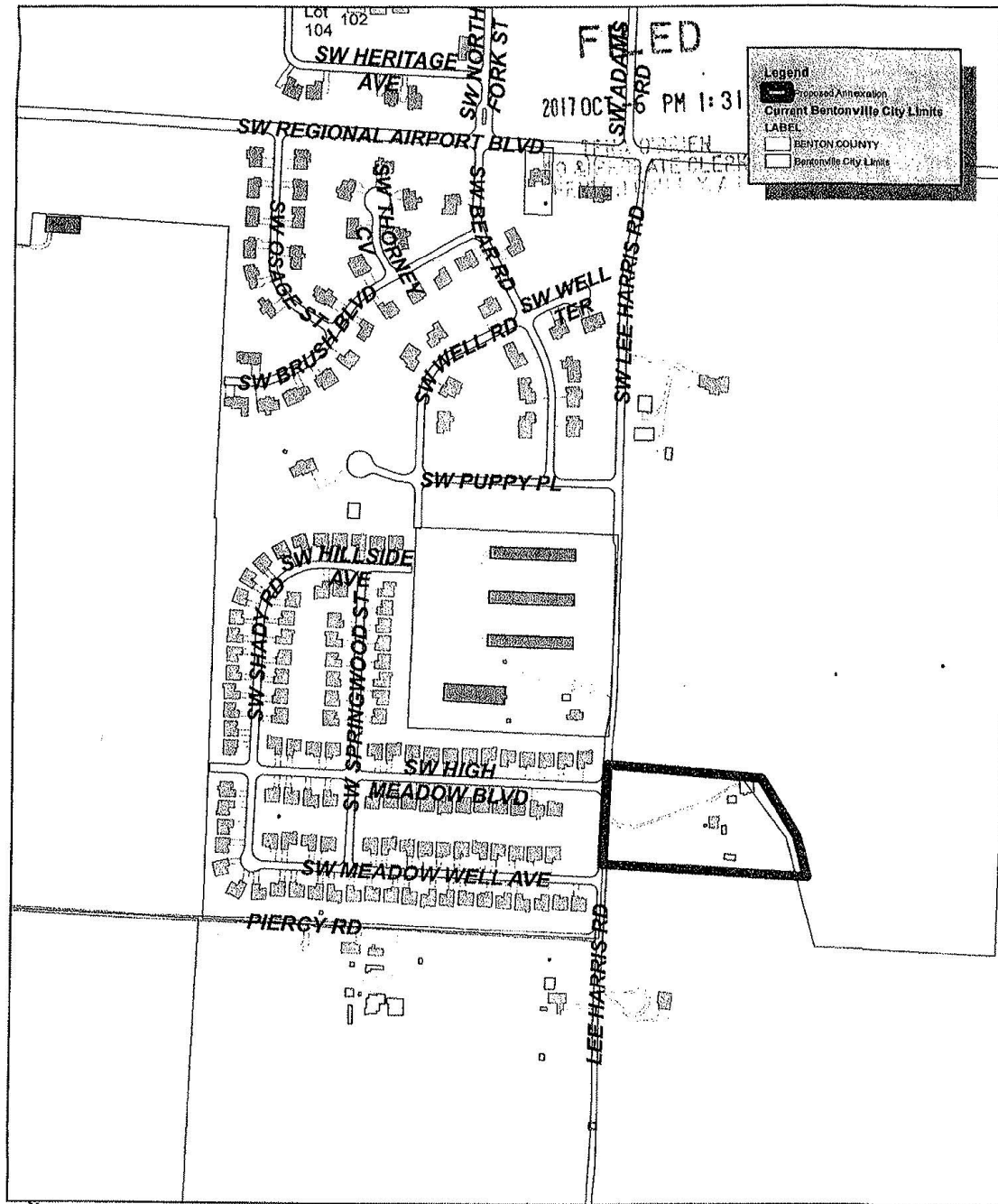
Stracener Annexation

Exhibit "A"

FILED

2017 OCT -6 PM 1:31

Lot 2 Bockholt Subdivision as shown on Plat Record 2015 Page 586 and Filed in the Benton County
Clerk's Office, Benton County, Arkansas.



**Annexation
Stracener**
EXHIBIT "B"

1 inch = 400 feet



Benton
216 W Sevier Street
Benton, AR 72015

Bentonville
300 SW 28th Street
Bentonville, AR 72712

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

Fayetteville
1420 Augustine Lane, Suite 1
Fayetteville, AR 72703

Sheridan
206 N Rose Street
Sheridan, AR 72150

Harrison
218 E. Ridge Ave.
Harrison, AR 72601



First National
Title Company

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

"EXHIBIT C"

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

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

Jasper
201 N. Stone Street
P.O. Box 77
Jasper, AR 72641

2017 OCT 5 PM 1:31

FILED
RECEIVED
CLERK

October 5, 2017

Greetings,

My name is Steve Pangle, I am the Benton County Manager for First National Title, the largest Independent title company in the state of Arkansas. This letter is to confirm that I have fully examined the parcel numbers described in Exhibit C and the legal description contained in Exhibit C-2 and can positively verify that the names listed beside the parcel numbers are in fact, the Owners of record and match accordingly to the Benton County records.

15-48557-000; Tommy & Robin Stracener



www.firstnationaltitle.net

FILED

STRACENER ANNEXATION
EXHIBIT "C-1"

2017 OCT -6 PM 1:31

TOMMY & ROBIN
CLERK
15-18557-000

Tommy & Robin Stracener

FILED

Stracener Annexation

Exhibit "C-2"

2017 OCT -6 PM 1: 31

Lot 2 Bockholt Subdivision as shown on Plat Record 2015 Page 586 and Filed in the Benton County
Clerk's Office, Benton County, Arkansas.

" EXHIBIT D "

FILED

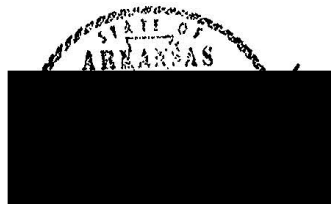
2017 OCT -6 PM 1:31

Greetings:

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

Sincerely,

Travis Matlock, P.E.



9/20/17

FILED

Stracener Annexation

Exhibit "D-1"

2017 OCT -6 PM 1:31

Lot 2 Bockholt Subdivision as shown on Plat Record 2015 Page 586 and Filed in the Benton County, Arkansas
Clerk's Office, Benton County, Arkansas.



**ARKANSAS
GIS OFFICE**

FILED

2017 OCT -6 PM 1:31

TELEPHONE
COUNTY CLERK
JENNIFER WHEELER

August 9, 2017

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

RE: City of Bentonville Annexation Coordination Requirement

Mr. Wheelless,

Thank you for coordinating with our office as you seek to annex the "Stracener" property into the City of Bentonville, AR located in the SW SE NE of Section 21, Township 19 North, Range 13 West. This letter represents confirmation that you have properly coordinated with our office (Arkansas GIS Office) as specified in § 14-40-101 (Act 914 of 2015) of the 90th General Assembly.

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

Thank you,

Jennifer Wheeler, GIS Analyst
/jjw

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

H:\City_Annexations\Cities\Bentonville\20170809\Doc\20170809_Bentonville_Annexation_Coordination_Letter.docx

ARKANSAS GIS OFFICE · 1 CAPITOL MALL SUITE 6D · LITTLE ROCK · ARKANSAS · 72201
PHONE (501) 682-2767 · www.gis.arkansas.gov · FAX (501) 682-6077

Municipal Services for Annexation

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

Additional services such as water and sewer may be provided if readily available. Such services are provided in accordance with existing ordinances and terms of service, including but not limited to the payment of required fees, the necessary permits, inspections and approvals. This exhibit does not obligate the City to provide utility services that are not available to the annexed area.

ORDINANCE NO. _____

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

WHEREAS, petition was filed with the County Clerk of Benton County, Arkansas by TOMMY AND ROBIN STRACENER owner(s) of the hereinafter described territory, praying that said territory be annexed to, and made a part of the City of Bentonville, Arkansas, and

WHEREAS, on the 17th day of October, 2017, the County Court of Benton County, Arkansas, found that the petition was signed by the owners of said territory; that said territory was contiguous and adjoining the present corporate limits of the City of Bentonville, Arkansas; that an accurate plat or map of said territory had been filed with, and made a part of said petition; and that all things pertaining thereto had been done in the manner prescribed by law, and that said lands and territory should be annexed to and a part of the City of Bentonville, Arkansas, subject to the acceptance of same by the City Council of said City at the proper time, as provided by law; and

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

Section 1. That the land described on the attached Exhibit A is territory contiguous to and adjoining the City of Bentonville, Arkansas, and the same is hereby accepted as part of and annexed to and made a part of the City of Bentonville.

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

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2017.

APPROVED:_____

Mayor

ATTEST:_____

Clerk



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

AGENDA FORM

CITY COUNCIL MEETING OF:

November 14, 2017

Submitted by:

City Hall

Department

-

Phone

271-3112

ACTION REQUIRED:

ACTION REQUIRED: An ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville, and assigning same to wards. (Voluntary Annexation - Clay Carlton and Mike Lamberth)

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	\$ -

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



FILED

2017 OCT -6 PM 1:30

CLERK OF COURT
BENTONVILLE, ARKANSAS

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

NO. CC2017-25

PETITION FOR ANNEXATION – 100 % OF OWNERS PETITIONING

DATE: 10/6/17

Come now the undersigned petitioners, and state as follows:

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

See legal description of the area to be annexed attached as Exhibit "A"

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

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

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

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

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

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

FILED

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

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

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

FILED

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

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

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

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

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

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

18-08925-001
Parcel number of property to be annexed

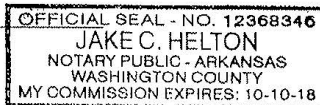
ACKNOWLEDGMENT

State of Arkansas)
Washington) ss.
County of Benton)

On this the 14 day of SEPTEMBER, 2017, before me, the undersigned officer, personally appeared MIKE D. LAMBERTH, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.

NOTARY PUBLIC

My Commission Expires:



FILED

7. That a letter or verification from a certified surveyor or engineer verifying that the relevant property or properties are contiguous with the City of Bentonville and that a plat will be created if the property or properties are accepted by the City of Bentonville is attached hereto as Exhibit "D" and is made part of this petition as if set out word for word herein.

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

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

Signature of Property Owner/Petitioner

4750 SW Bright Road, Parcel: 18-08925-001
Address or parcel # of property to be annexed

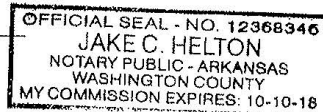
ACKNOWLEDGMENT

State of Arkansas)
) ss.
County of Benton)

On this the 28 day of August, 2017, before me, the undersigned officer, personally appeared CLAY CARLTON, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.

NOTARY PUBLIC

My Commission Expires:



Carlton Annexation

Exhibit "A"

FILED

2017 OCT -6 PM 1:30

CLERK
COUNTY CLERK
BENTON COUNTY, ARKANSAS

The South Eight (8) Acres of the NW ¼ of the NW ¼ of Section 13, Township 19N, Range 31W, Benton County, Arkansas.

Benton
216 W Scvier Street
Beaton, AR 72015

Bentonville
300 SW 28th Street
Bentonville, AR 72712

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

Fayetteville
1420 Augustine Lane, Suite 1
Fayetteville, AR 72703

Sheridan
206 N Rose Street
Sheridan, AR 72150

Harrison
218 E. Ridge Ave.
Harrison, AR 72601



"EXHIBIT C"

Faulkner County Title Company
A Division of
First National Title Company
P.O. Box 100
Fayetteville, AR 72704

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

First National
Title Company

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

Greenbrier
P.O. Box 100
Greenbrier, AR 72058

Jasper
201 N. Stone Street
P.O. Box 77
Jasper, AR 72641

October 5, 2017

Greetings,

My name is Steve Pangle, I am the Benton County Manager for First National Title, the largest Independent title company in the state of Arkansas. This letter is to confirm that I have fully examined the parcel numbers described in Exhibit C, and the legal description contained in Exhibit C-1 and can positively verify that the names listed beside the parcel numbers are in fact, the Owners of record and match accordingly to the Benton County records.

15-08925-001: Bright Gator- Clayton C. Carlton



www.firstnationaltitle.net

Carlton Annexation

Exhibit "C-1"

FILED

2017 OCT -6 PM 1:30

RECEIVED
CLERK OF COURT
BENTON COUNTY ARKANSAS

The South Eight (8) Acres of the NW ¼ of the NW ¼ of Section 13, Township 19N, Range 31W, Benton County, Arkansas.



Crafton Tull
architecture | engineering | surveying

EXHIBIT
"D"

FILED

901 N 47th Street, Suite 200
Rogers, AR 72756

479.636.4838 (ph)
479.631.6224 (fax)

August 28, 2017

2017 OCT -6 PM 1:30

City of Bentonville
GIS Department
117 West Central Ave
Bentonville, AR 72712

THOMAS A. HENNELLY
2017 OCT -6 PM 1:30
2017 OCT -6 PM 1:30

Attn: Jim Wheelless, Coordinator
RE: Annexation of Parcel 18-08925-001

Mr. Wheelless,

This correspondence is to verify that parcel 18-08925-001, located at 4750 SW Bright Road, is contiguous with the City of Bentonville and that no enclaves will be created if the property is accepted in the City of Bentonville.

Sincerely,



Thomas A. Hennelly, PE
Vice President
Crafton Tull



Carlton Annexation

FILED

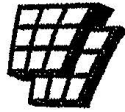
Exhibit "D-1"

2017 OCT -6 PM 1:30

TELL CO. REC'D
CO. & FRODO ALLEY
1810 107 107

The South Eight (8) Acres of the NW ¼ of the NW ¼ of Section 13, Township 19N, Range 31W, Benton County, Arkansas.

FILED



ARKANSAS
GIS OFFICE

2017 OCT -6 PM 1:30

JENNIFER WHEELER
COUNTY CLERK
BENTONVILLE, AR

September 7, 2017

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

RE: City of Bentonville Annexation Coordination Requirement

Mr. Wheelless,

Thank you for coordinating with our office as you seek to annex property into the City of Bentonville described as the "Carlton Annexation." This letter represents confirmation that you have properly coordinated with our office (Arkansas GIS Office) as specified in § 14-40-101 (Act 914 of 2015) of the 90th General Assembly.

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

Thank you,

Jennifer Wheeler, GIS Analyst
/jjw

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

H:\City_Annexations\Cities\Bentonville\20170828\Doc\ 20170828_Bentonville_Annexation_Coordination_Letter.docx

ARKANSAS GIS OFFICE • 1 CAPITOL MALL SUITE 6D • LITTLE ROCK • ARKANSAS • 72201

PHONE (501) 682-2767 • www.gis.arkansas.gov • FAX (501) 682-6077

Municipal Services for Annexation

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

Additional services such as water and sewer may be provided if readily available. Such services are provided in accordance with existing ordinances and terms of service, including but not limited to the payment of required fees, the necessary permits, inspections and approvals. This exhibit does not obligate the City to provide utility services that are not available to the annexed area.

ORDINANCE NO. _____

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

WHEREAS, petition was filed with the County Clerk of Benton County, Arkansas by CLAY CARLTON and MIKE LAMBERTH owner(s) of the hereinafter described territory, praying that said territory be annexed to, and made a part of the City of Bentonville, Arkansas, and

WHEREAS, on the 17th day of October, 2017, the County Court of Benton County, Arkansas, found that the petition was signed by the owners of said territory; that said territory was contiguous and adjoining the present corporate limits of the City of Bentonville, Arkansas; that an accurate plat or map of said territory had been filed with, and made a part of said petition; and that all things pertaining thereto had been done in the manner prescribed by law, and that said lands and territory should be annexed to and a part of the City of Bentonville, Arkansas, subject to the acceptance of same by the City Council of said City at the proper time, as provided by law; and

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

Section 1. That the land described on the attached Exhibit A is territory contiguous to and adjoining the City of Bentonville, Arkansas, and the same is hereby accepted as part of and annexed to and made a part of the City of Bentonville.

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

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2017.

APPROVED: _____

Mayor

ATTEST: _____

Clerk



City Council Agenda Items

For City Council Meeting of November 14, 2017

From the November 7, 2017 Planning Commission Meeting

Lot Split: Lots 1 & 2 Featherston Valley Subdivision, Martin Elzey, Featherston Road, A-1, Agricultural.

The Planning Commission voted 7-0, recommending approval.

The applicant has submitted a proposal for a lot split of two un-platted parcels, creating two new lots that will be known as Lots 1 (20.06+/- acres) & Lot 2 (28.73+/- acres) of Featherston Valley Subdivision. Lot 2 is currently undergoing annexation. Per the Master Street Plan requirements, right-of-way will be dedicated along the portions of Lot 2 that are adjacent to Been and Featherston Roads. A 20' wide utility easement will also be dedicated with the plat to serve both of the new lots. Each new lot will have access to public water and a public street. Lot 1 will have access to public sewer service however Lot 2 will not and will come with the development of the property.

Property Line Adjustment: Lot 13, Block 26, Deming's 2nd Addition, Berry Jones , 204 Northwest 7th Street, R-1, Single Family Residential.

The Planning Commission voted 7-0, recommending approval.

The applicant has submitted a property line adjustment that will consolidate existing Lots 8 and 9, Block 26, of Deming's 2nd Addition into a new, Lot 13, Block 26. Lot 13 will be approximately .25 acres. No additional right-of-way is required by the Master Street Plan. A 5-foot public utility easement will also be dedicated with the plat to serve the new lot. The new lot will have access to a public street and utilities.

Final Plat: McClain Place Addition.

The Planning Commission voted 7-0, recommending approval.

The applicant has submitted a final plat of 4.31 acres consisting of nine new buildable lots and will be known as McClain Place Addition. Average lot size is approximately 0.34 acres. This final plat dedicates right-of-way and utility and drainage easements that will serve the subdivision. A note has been added to the plat that sidewalks are the owner/developer's responsibility at time of building permit issuance. All public infrastructure has been inspected and accepted by the appropriate departments and all non-bondable items have been completed.

Rezoning: Word of Life Fellowship, 404 Southwest Regional Airport Boulevard, From R-1, Single Family Residential to C-2, General Commercial

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan depicts this property as Commercial (C). The C-2, General Commercial zoning is an appropriate zoning district for this designation and is consistent with the Future Land Use Plan.

Rezoning: James & Mary Hall, 701 East Central Avenue, From R-1, Single Family Residential to DN-1, Downtown Low-Density Residential.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan depicts this property as Downtown Low-Density Residential (D-LDR). The DN-1, Downtown Low-Density Residential zoning is an appropriate zoning district for this designation and is consistent with the Future Land Use Plan.

LOT SPLIT STAFF REPORT



Lots 1 & 2 Featherston Valley Subdivision

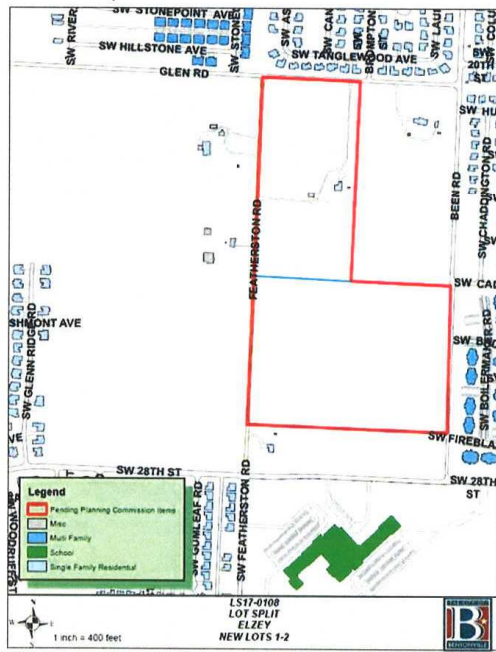
PC Date: 11/7/2016

Reviewer: Tyler Overstreet, Planner

Project Number	LS17-0108
Applicant / Current Owner	Martin Elzey 9601 Glen Road Bentonville, Arkansas 72701
Site Area	+/- 50.20 acres
Current Zoning	A-1, Agricultural
Future Land Use Map Designation	Low Density Residential (LDR)

<http://geo.bentonvillear.com/mgweb/PZpending/>

Location Map



Property Description

This property is located in the county off of Featherston Road. The site currently contains a house with a private access drive and a barn. The total area of the parent tract is approximately 50.20 acres.

Project Details

The applicant has submitted a proposal for a lot split of two un-platted parcels, creating two new lots that will be known as Lots 1 (20.06+/- acres) & Lot 2 (28.73+/- acres) of Featherston Valley Subdivision. Lot 2 is currently undergoing annexation. Per the Master Street Plan requirements, right-of-way will be dedicated along the portions of Lot 2 that are adjacent to Been and Featherston Roads. A 20' wide utility easement will also be dedicated with the plat to serve both of the new lots. Each new lot will have access to public water and a public street. Lot 1 will have access to public sewer service however Lot 2 will not and will come with the development of the property.

Projected Traffic Impact

The proposed lot split should not adversely impact traffic patterns in the area.

Utility Infrastructure

Per the GIS website, water and sewer are not currently available to this site, but will be after annexation.

Drainage Report

A drainage report is not required.

Waivers

No waivers requested.

Conclusion

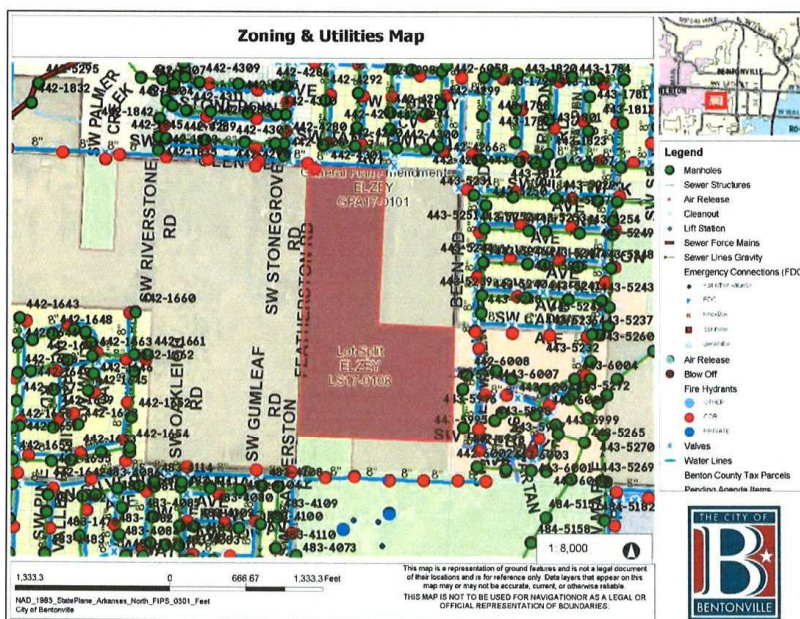
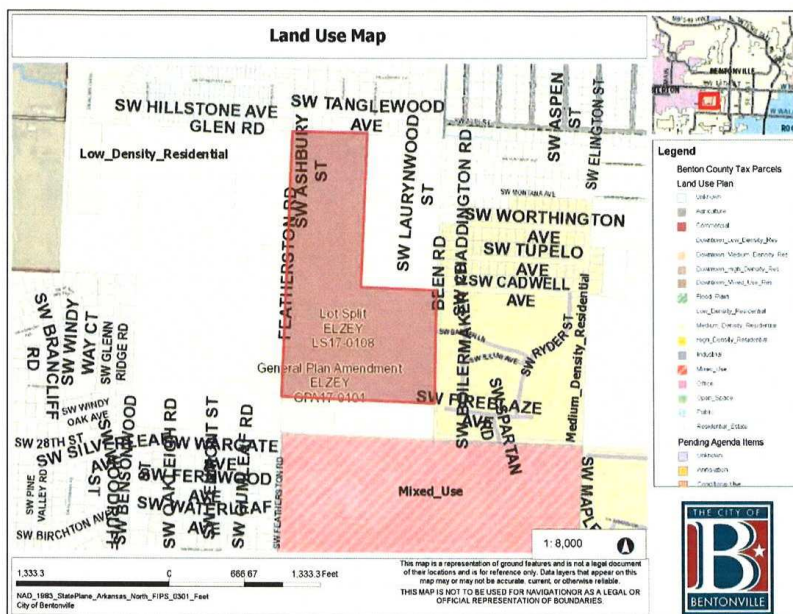
This lot split does meet the minimum requirements of the subdivision regulations.

Standard Conditions of Approval

1. Provide a digital copy of the plat.
2. Address all technical review comments before requesting a building permit.

NOTES

- Sidewalks. Sidewalk installation will be the responsibility of individual lot owners at the time of building permit.



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 1 & 2 FEATHERSTON
VALLEY SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 1 & 2 Featherston Valley Subdivision, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on November 7, 2017; and,

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

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

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

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

Section 1: That the lot split of Lots 1 & 2 Featherston Valley Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2017.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

PROPERTY LINE ADJUSTMENT STAFF REPORT



Lot 13, Block 26, of Deming's 2nd Addition 204 NW 7th Street

PC Date: 11/7/2017

Reviewer: Tyler Overstreet, Planner

Project Number	PLA17-0004
Applicant / Current Owner	Berry Jones 204 NW 7 th Street Bentonville, AR 72712
Site Area	+/- .25 acres
Current Zoning	R-1, Single Family Residential
Future Land Use Map Designation	Medium Density Residential (MDR)

<http://geo.bentonvillear.com/mgweb/PZpending/>

Location Map



Property Description

The property is an occupied single-family residence located at 204 NW 7th Street in an established single-family residential neighborhood.

Project Details

The applicant has submitted a property line adjustment that will consolidate existing Lots 8 and 9, Block 26, of Deming's 2nd Addition into a new, Lot 13, Block 26. Lot 13 will be approximately .25 acres. No additional right-of-way is required by the Master Street Plan. A 5-foot public utility easement will also be dedicated with the plat to serve the new lot. The new lot will have access to a public street and utilities.

Utility Infrastructure

Per the GIS website, water and sewer are available to this site.

Drainage Report

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

Waivers

No waivers requested.

Standard Conditions of Approval

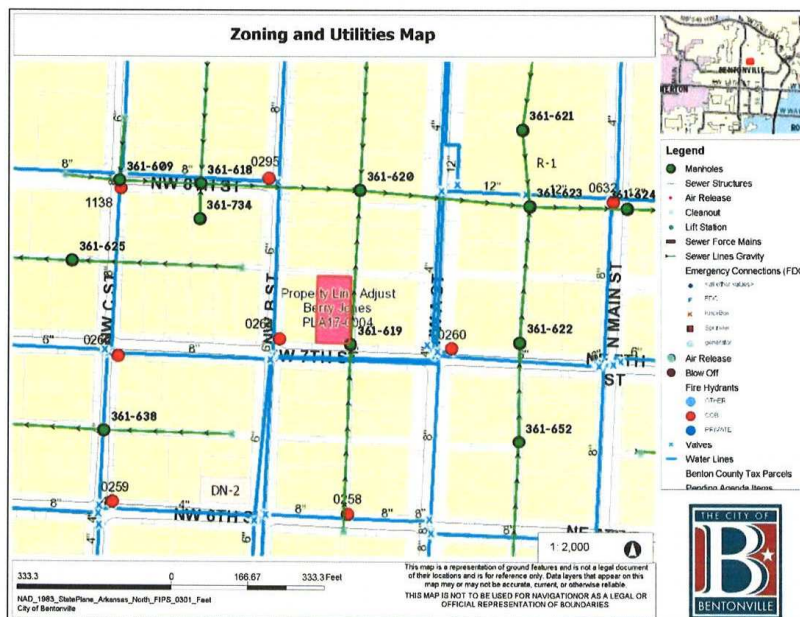
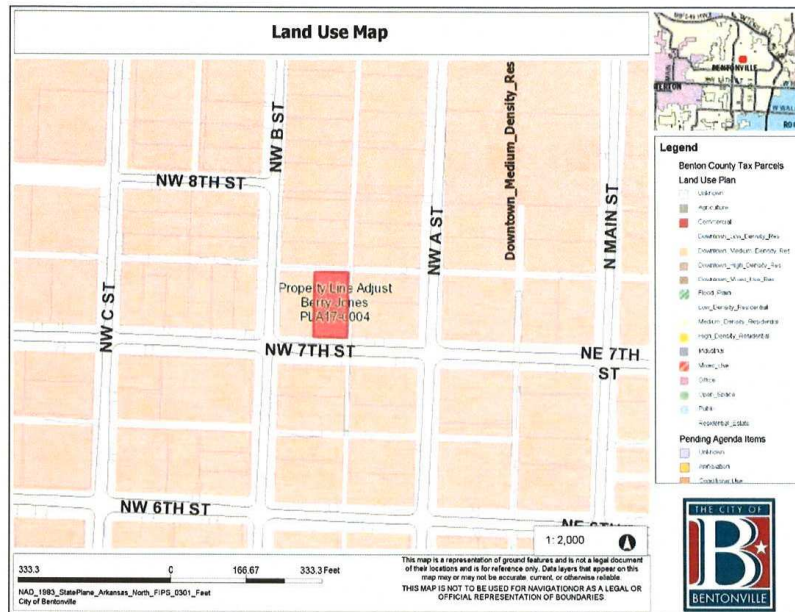
1. Provide digital copy of the plat.
2. Address all technical review comments before requesting a building permit.

Conclusion

In conclusion, this property line adjustment does meet the minimum requirements of the subdivision regulations.

NOTES

- **Sidewalks.** Sidewalk installation will be the responsibility of individual lot owners at the time of building permit.



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT
13, BLOCK 26, DEMING'S 2ND ADDITION TO THE CITY OF BENTONVILLE,
ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lot 13, Block 26, Deming's 2nd Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on November 7, 2017; and,

WHEREAS, said property line adjustment is attached hereto as Exhibit "A"; and,

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

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

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

Section 1: That the property line adjustment of Lot 13, Block 26, 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 property line adjustment by certifying said acceptance on the approved property line adjustment.

PASSED AND APPROVED this _____ day of _____, 2017.

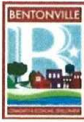
APPROVED:

MAYOR

ATTEST:

CITY CLERK

FINAL PLAT STAFF REPORT



McClain Place Addition

700 McClain Road

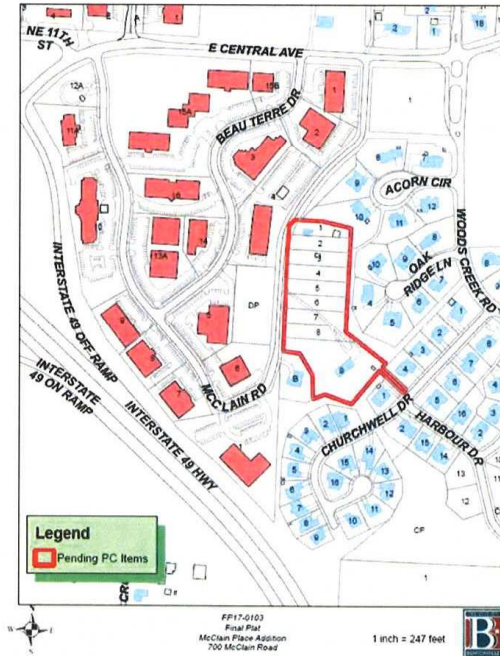
PC Date: 11/7/2017

Reviewer: Tyler Overstreet, Planner

Project Number	FP17-0100
Applicant / Current Owner	LRRB Land Development, Inc. 1200 E. Joyce Blvd, Suite 102 Fayetteville, Arkansas 72703
Site Area	±4.31 acres
Current Zoning	R-1, Single Family Residential
Future Land Use Map Designation	Low Density Residential (LDR)
No. of Lots	9 buildable
Subdivision Name	McClain Place Addition

<http://geo.bentonvillear.com/mgweb/PZpending/>

Location Map



Property Description

The property is approximately 4.31 acres and contains one existing home. It fronts onto McClain Road. All adjacent zoning designations are R-1, Single-Family Residential. On the other side of McClain Road, however, it is zoned C-2, General Commercial.

Project Details

The applicant has submitted a final plat of 4.31 acres consisting of nine new buildable lots and will be known as McClain Place Addition. Average lot size is approximately 0.34 acres. This final plat dedicates right-of-way and utility and drainage easements that will serve the subdivision. A note has been added to the plat that sidewalks are the owner/developer's responsibility at time of building permit issuance. All public infrastructure has been inspected and accepted by the appropriate departments and all non-bondable items have been completed.

Utility Infrastructure

Per the GIS website, water and sewer are available to this site.

Drainage Report

A drainage report is not required at the time of final platting.

Waivers

No waivers requested.

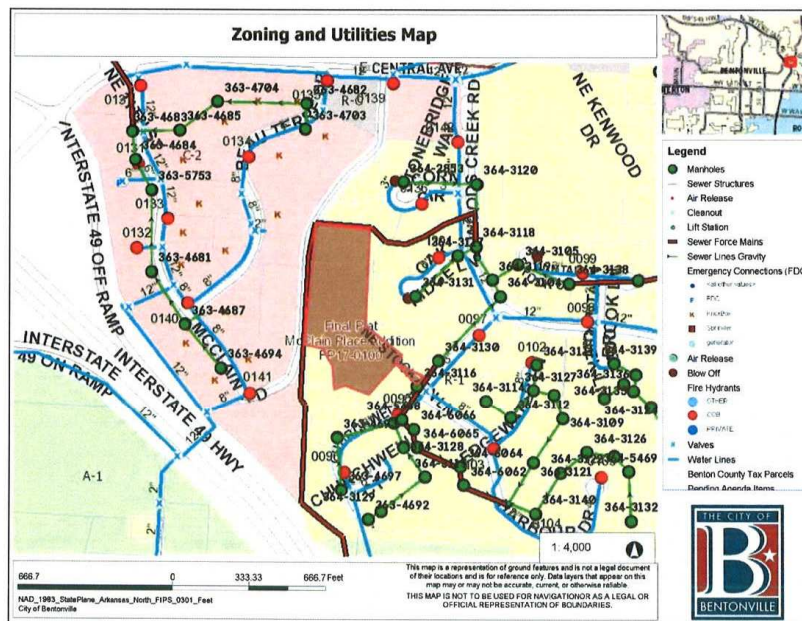
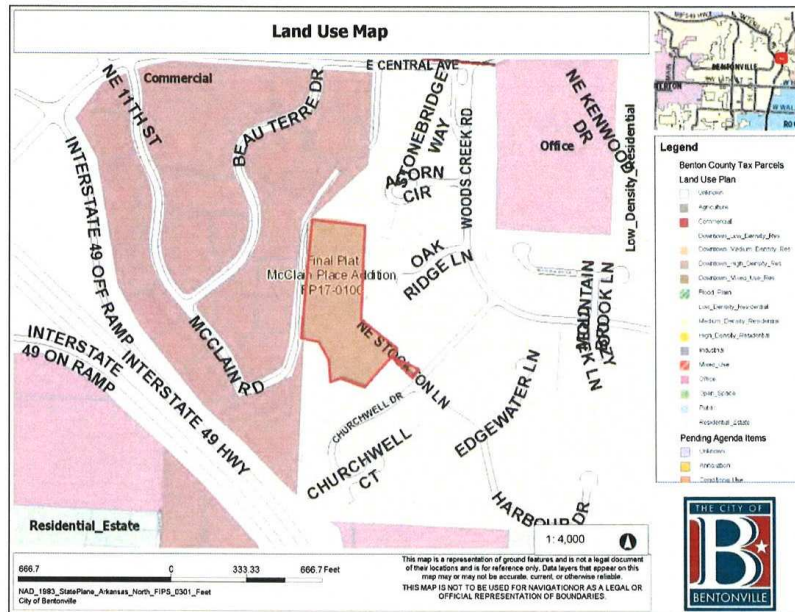
Conclusion

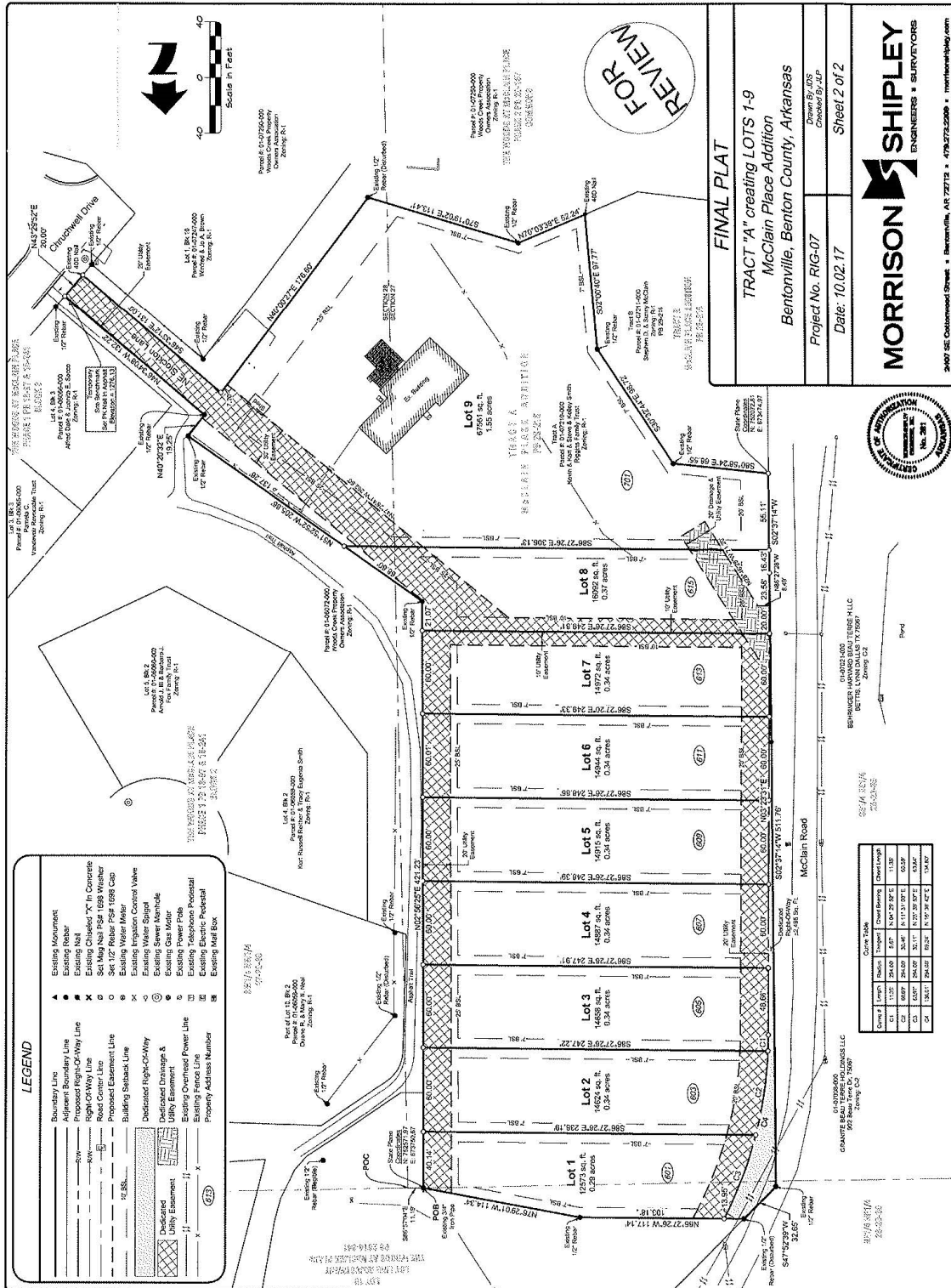
In conclusion, this final plat does meet the minimum requirements of the subdivision regulations.

Standard Conditions of Approval

1. Provide a digital copy of the plat.
2. Address all technical review comments before requesting a building permit.

FINAL PLAT STAFF REPORT





ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A FINAL PLAT OF MCCLAIN PLACE
ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the final plat of McClain Place Addition, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on November 7, 2017; and,

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

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

WHEREAS, the final 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 final plat should be approved.

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

Section 1: That the final plat of McClain Place 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 final plat by certifying said acceptance on the approved final plat.

PASSED AND APPROVED this _____ day of _____, 2017.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Word of Life Fellowship

404 Southwest Regional Airport Blvd.

PC Date: 11/7/2017

Reviewer: Tyler Overstreet, Planner

Project Number	RZ17-0104
Applicant / Current Owner	Word of Life Fellowship 808 SW 14 th Street Bentonville, AR 72712
Site Area	±5.82 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	C-2, General Commercial
Future Land Use Map Designation	Commercial (C)

Property Description

The property is located at 404 SW Regional Airport Blvd. in a growing commercial area.

Projected Traffic Impact

The proposed zoning designation will not adversely impact traffic in the area. The property is located within an existing commercial area where the existing street grid network will provide adequate options for ingress and egress.

Utility Infrastructure

Per the GIS website, water and sewer are available.

Relationship to the General Plan

The Future Land Use Plan depicts this property as Commercial (C). The C-2, General Commercial zoning is an appropriate zoning district for this designation and is consistent with the Future Land Use Plan.

<http://geo.bentonvillear.com/mgweb/PZpending/>

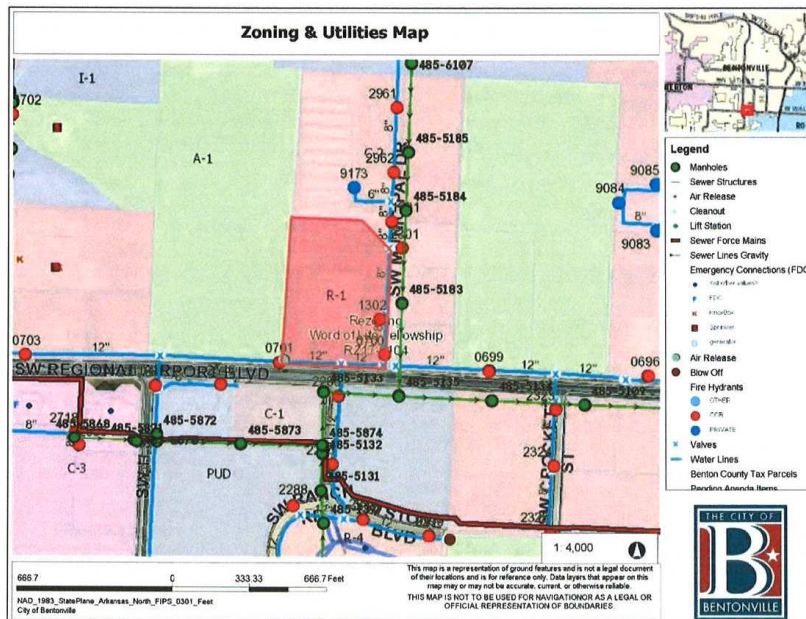
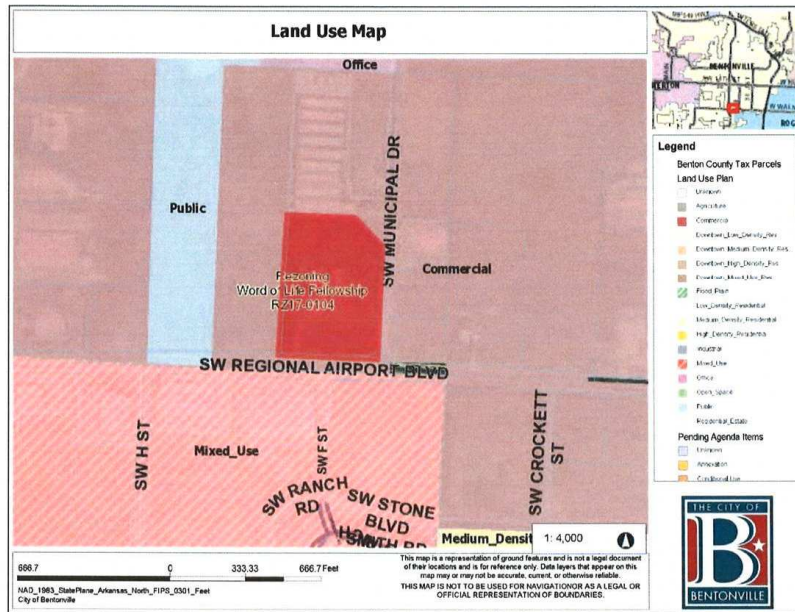
Location Map



Conclusion

In Conclusion, the C-2, General Commercial zoning designation is consistent with the Future Land Use Plan that depicts this property as Commercial and is compatible with the existing and adjacent uses.

REZONING STAFF REPORT



To: The City of Bentonville

**305 SW A Street
Bentonville, AR 72712**

Rezoning- 404 SW Regional Airport Boulevard, Bentonville, AR 72712

The current zoning for this address is R-1 and owned by Word Of Life Fellowship Incorporated. Due to the sale of the property we would like to rezone this property to C-2.

This area is becoming a busy commercial area and the proposed rezoning of this property fits in with that plan.

The future use of this facility will be large scale office.

The current use of this building is a church so most of the traffic is on Sunday at this location. Traffic will now be Monday-Thursday 9a-9p, Friday & Saturday 9a-11:30p, Sunday's 9a-5:30p. With anywhere from 8-30 cars per day.

The signage will comply with all city codes if needed.

The appearance may get a facelift on the exterior of the building. All permits needed will be applied for.

There will be no need for a change in the water and sewer line.

Word of Life Fellowship

404 SW Regional Airport Blvd
Bentonville, AR 72712

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE,
ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, SINGLE
FAMILY RESIDENTIAL TO C-2, GENERAL COMMERCIAL.**

WHEREAS, Word of Life Fellowship duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, Single Family Residential to C-2, General Commercial to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 3B SEALS ADDITION AS SHOWN ON PLAT RECORD BOOK 23L PAGE 237
SEALS ADDITION AND RECORDED IN THE BENTON COUNTY CLERK'S OFFICE,
BENTON COUNTY, ARKANSAS; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held November 7, 2017 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public 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 Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, Single Family Residential to C-2, General Commercial.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, Single Family Residential to C-2, General Commercial to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2017.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

REZONING STAFF REPORT



Hall

701 E. Central Avenue

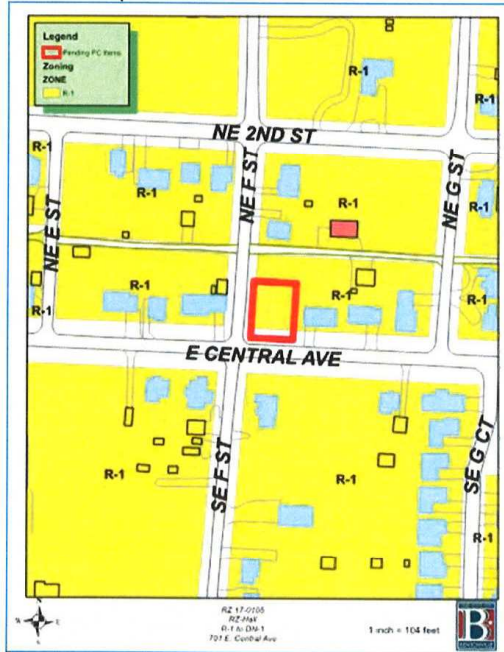
PC Date: 11/7/2017

Reviewer: Tyler Overstreet, Planner

Project Number	RZ17-0105
Applicant / Current Owner	James & Mary Hall 1707 South 42nd Street Rogers, AR 72712
Site Area	±.17 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DN-1, Downtown Low-Density Residential
Future Land Use Map Designation	Downtown Low-Density Residential (D-LDR)

<http://geo.bentonvillear.com/mgweb/PZpending/>

Location Map



Property Description

The property is located at 701 E. Central Avenue in a low-density, residential area of downtown. All adjacent zonings are R-1, Single Family Residential.

Projected Traffic Impact

The proposed zoning designation will not adversely impact traffic in the area. The property is located within downtown, where the existing street grid network will provide adequate options for ingress and egress.

Utility Infrastructure

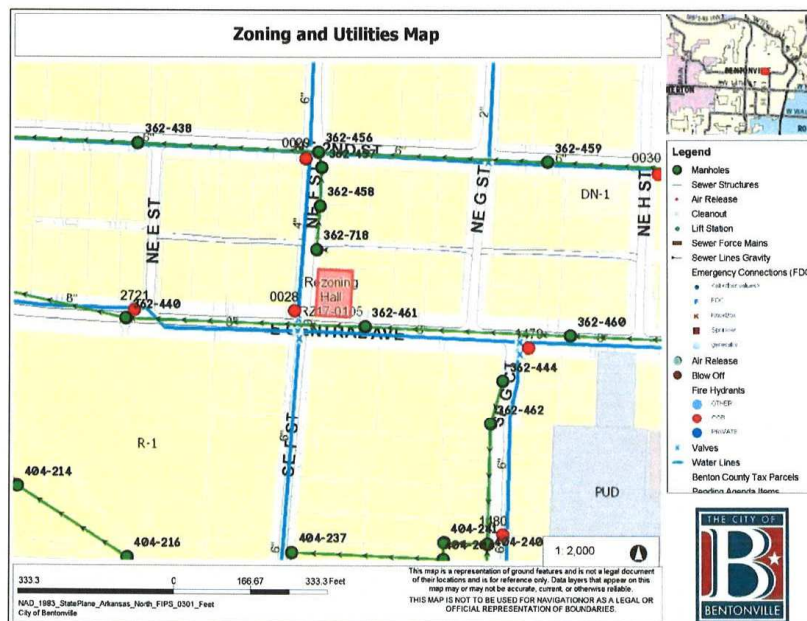
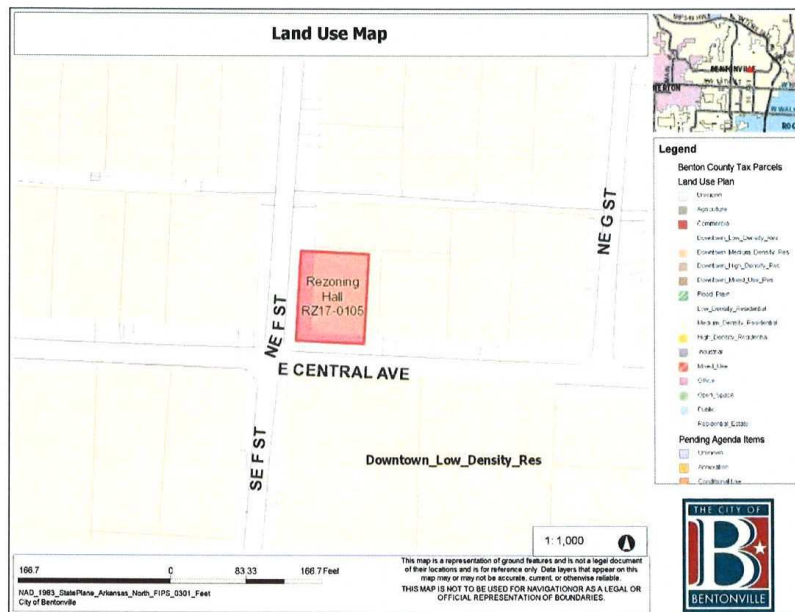
Per the GIS website, water and sewer are available.

Relationship to the General Plan

The Future Land Use Plan depicts this property as Downtown Low-Density Residential (D-LDR). The DN-1, Downtown Low-Density Residential zoning is an appropriate zoning district for this designation and is consistent with the Future Land Use Plan.

Conclusion

In Conclusion, the DN-1, Downtown Low-Density Residential zoning designation is consistent with the Future Land Use Plan that depicts this property as Downtown Low-Density Residential and is compatible with the existing and adjacent uses.



City of Bentonville, Arkansas | Community & Economic Development Department
Brian Bahr, Community & Economic Development Director | 305 SW A Street, Bentonville, AR | (p) 479-271-3122 | (f) 479-271-5906



**Bates &
Associates, Inc.**

Civil Engineering & Surveying

7230 S Pleasant Ridge Dr. / Fayetteville, AR 72704

PH: 479-442-9350 * FAX: 479-521-9350

www.batesnwa.com

SEPTEMBER 27, 2017

PLANNING COMMISSION
CITY OF BENTONVILLE

Dear Commissioners,

Our client, Burris Architecture, is requesting a rezoning on a property located at 701 East Central Avenue owned by Jim and Mary Hall in Bentonville. The current zoning is R-1. He would like to rezone the property to DN-1 for the purpose of adding an addition to the existing house located on this property to meet the City of Bentonville's building setback requirements.

If rezoned, this property would continue to be similar to the surrounding properties, which are a mix of single family and multifamily homes. There would not be a significant increase in traffic, as we are not proposing creating any new lots, and the property would continue to be a single-family residence, as it is currently. No signage is proposed on this property.

Water and sewer is available to this property along East Central Avenue. There is an existing sewer main, and an 8" water main that would service any new developments.

Please see the attached Rezoning Exhibit for further information regarding this request, and contact Bates & Associates with any questions or concerns.

Sincerely,

Andy Hooper
Bates & Associates, Inc.

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, SINGLE FAMILY RESIDENTIAL TO DN-1, DOWNTOWN LOW-DENSITY RESIDENTIAL.

WHEREAS, James & Mary Hall duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, Single Family Residential to DN-1, Downtown Low-Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

A PART OF LOTS 7 AND 8 IN BLOCK 2 OF LINCOLN AND RICE ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A CHISELED "X" MARKING THE SOUTHWEST CORNER OF SAID BLOCK 2 ON THE EAST RIGHT-OF-WAY NORTHEAST F STREET AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY N00°06'40"W 100.57' TO AN EXISTING REBAR, THENCE LEAVING SAID RIGHT-OF-WAY N89°38'50"E 75.19' TO AN EXISTING REBAR, THENCE SOUTH 100.00' TO AN EXISTING REBAR ON THE NORTH RIGHT-OF-WAY OF EAST CENTRAL AVENUE, THENCE ALONG SAID RIGHT-OF-WAY S89°12'36"W 75.00' TO THE POINT OF BEGINNING, CONTAINING 0.17 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held November 7, 2017 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public 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 Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, Single Family Residential to DN-1, Downtown Low-Density Residential.

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

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

PASSED AND APPROVED this _____ day of _____, 2017.

APPROVED:

ATTEST:

MAYOR

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

November 14, 2017

Submitted by: **Shelli Kerr**
obo Public Art Advisory Committee

Department: **Planning Services**

Phone: **271-6822**

ACTION REQUIRED:

Approval of the installation of a permanent piece of artwork, titled "Sassy the Sasquatch" by artist Amanda Wilshire, on public property located in Park Springs Park at the southwest corner of the Tiger Boulevard and NW A Street intersection. The purchase and installation of the artwork is funded by the Bentonville Advertising & Promotion Commission. The Public Art Advisory Committee recommended approval on October 13, 2017 and the Parks and Recreation Advisory Board recommended approval on October 16, 2017.

COST TO CITY:

Cost of this Request: **\$0**

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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: Mayor Bob McCaslin, City Council
From: Shelli Kerr, AICP, Interim Community & Economic Development Director
CC Date: October 24, 2017
Re: Proposal for public art on public property – Sassy the Sasquatch

The Public Art Policy adopted on May 14, 2013 requires any artwork proposed to be placed on public property be approved by both the Bentonville Public Art Advisory Committee and City Council.

On October 10, the Public Art Advisory Committee reviewed a proposal by the Bentonville Advertising & Promotions Commission to place a permanent sculpture in Park Springs Park at the southwest corner of the intersection of Tiger Boulevard and NW A Street. The artwork, titled "Sassy the Sasquatch", is a sculpture made out of bike chains. The committee recommended approval.

Visit Bentonville is funding the cost of construction and installation at an estimated cost of \$18,500. Sassy is mostly a maintenance-free structure. The rusting of the chains is considered part of the design.



PUBLIC ART PROPOSAL



All applications submitted for consideration to the Bentonville Public Art Advisory Committee must include this application form and the supporting material requested below. Materials can be submitted electronically (MS-Word or PDF format) or in paper format to Shelli Kerr at skerr@bentonvilleart.com.

ARTIST INFORMATION

Name Amanda Willshire
Address 4885 Alcott Street
City, State, Zip Denver, Colorado 80221
Telephone 303-995-4224
Email amanda@awdart.com

ARTWORK INFORMATION

Title Sassy the Sasquatch
Location Bentonville, TBD
Size 10' x 7' x 5'
Medium steel and bike chains
Life expectancy 100 + years
Cost estimate \$18,500.00 (+ \$10,120 for travel to build half in Bentonville)

Funding source

Bentonville Advertising and Promotion Commission

Method of fabrication & installation

Sassy will be built in two parts: upper and lower. The upper portion (torso, head and arms) of Sassy will be built in Bentonville. We have discussed working with Amazeum to involve some of the older kids to help build. The lower portion of Sassy will be built in Denver and transported to Bentonville upon completion. Sassy will have a sturdy steel pipe skeleton built to hold the weight of the outer frame and bike chains. The outer frame will attach to the skeleton with welded steel pipe with steel bar forming a grid to attach the chains. The skeleton and frames of each portion are designed to easily fit together at installation. The bottom portion will be installed on concrete footings. A crane will lift the bottom portion onto preset posts in the concrete. The posts will slide up the legs of the Sasquatch making a sturdy base. The legs will be welded to the posts. The crane will then lift the upper body of Sassy onto the lower portion. Once in place, the parts are welded together for added security.

Special requirements (i.e. water, electricity)

NA

Timeline for design, fabrication and installation

End of November: gather materials.
Early December: begin build of lower body (Denver).
Early/Mid January: begin build of upper body (Bentonville).
February through March: build out Sassy
April: Installation of Sassy

SUPPORT MATERIALS

- ☐ **Illustration of proposed work**
Provide at least one sketch, drawing or digital illustration of the proposed work. Proposal illustrations should accurately and clearly describe the proposed work.
- ☐ **Artist portfolio**
Provide at least three (3) images of previous artwork. These may be imbedded into a Word or PDF document and must include a title, date, media and description of each image.
- ☐ **Artist resume/CV**
Provide an artist resume/CV and include artist website or links to web resources, if available.

Ongoing maintenance requirements

Sassy is a mostly maintenance-free sculpture. Leaves and other natural materials may need to be removed periodically. Rusting of the chains will make her more Sasquatch-like as time goes by.

If the city decides there is enough rust on Sassy, a metal coating product can be applied only after a wire brush and CLR wash of the sculpture is completed. Everbrite is the recommended product for coating after the wash and wire brush step.

https://www.everbritecoatings.com/cart/index.php?main_page=product_info&cPath=6&products_id=67

Narrative (describe the inspiration for the artwork and how it contributes to the visitor's experience)

I grew up exploring and playing around the woods of Arkansas. My friends and I would share stories of mythical creatures living among the thick trees. The legend of Big Foot was often discussed during our backwoods explorations. I love to use unconventional materials - particularly from activities I enjoy - to create fun and compelling art. Bike chain makes funky cool fur and a giant Sasquatch emerging from a woodsy backdrop will spur the imagination of those who see her.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

November 14, 2017

Submitted by:

Shelli Kerr

Department

Planning Services

Phone

271-6822

ACTION REQUIRED:

Reappointment of Rick Rogers to the Board of Adjustment effective January 1, 2018 to a five-year term that expires on January 1, 2023. This is Rick Rogers's second term. Request for reappointment is attached.

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	\$ -

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 Members and City Clerk
From: Bob McCaslin, Mayor
CC Date: November 14, 2017
Re: Reappointment of Rick Rogers to the Board of Adjustment

I recommend Rick Rogers for reappointment to the City of Bentonville's Board of Adjustment.

BMM

Bob McCaslin, Mayor

Alison Worley

From: Rick Rogers <rrogers@ceieng.com>
Sent: Tuesday, October 24, 2017 2:57 PM
To: Alison Worley
Cc: Jon Stanley
Subject: RE: BOA Reappointment

I wish to be reappointed. Thank you.

Richard W. Rogers, RLA
Principal/VP of Finance



3108 SW Regency Pkwy, Ste 2
Bentonville, AR 72712

Phone: 479-273-9472

Solutions for Land and Life
CEIENG.COM
Arkansas | California | Georgia | Louisiana | Minnesota | Pennsylvania | Texas

From: Alison Worley [mailto:AWorley@bentonvillear.com]
Sent: Tuesday, October 24, 2017 12:02 PM
To: Rick Rogers <rrogers@ceieng.com>
Cc: Jon Stanley <JStanley@bentonvillear.com>
Subject: BOA Reappointment

Good Afternoon Mr. Rogers,

On January 1, 2018, your term as a Board of Adjustment member expires. If you would like to be considered for reappointment, please send an email to both Jon and I requesting the reappointment. Please let me know if you have any questions.

Thank you,



Ali Worley
Planning Department
305 SW "A" Street
Bentonville, AR 72712
Office: 479.271.3122
Fax: 479.271.5906
www.bentonvillear.com



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

AGENDA FORM

CITY COUNCIL MEETING OF:

November 14, 2017

Submitted by:

Shelli Kerr

Department

Planning Services

Phone

271-3122

ACTION REQUIRED:

Appointment of Ralph Weber to fill an unexpired term on the Tree and Landscape Advisory Committee. The term will expire on November 10, 2018.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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 Members and City Clerk
From: Bob McCaslin, Mayor
CC Date: November 14, 2017
Re: Appointment of Ralph Weber to the Tree & Landscape Advisory Committee

I recommend Ralph Weber for appointment to the City of Bentonville's Tree & Landscape Advisory Committee. Mr. Weber will be filling Debi Havner's unexpired term, which ends November 10, 2018.

Bob

Bob McCaslin, Mayor



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

If married, spouse's name:

Home Address

City

Zip Code

Home/Cell Phone

Business Phone

Email Address

Occupation

Employer

Length of Residency in Bentonville

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

REFERENCES

Name

Phone

Email

Name

Phone

Email

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

- ☐ Advertising & Promotion Commission
- ☐ Airport Advisory Board
- ☐ Bentonville Facility Board
- ☐ Board of Adjustment
- ☐ Bentonville Housing Authority
- ☐ Criminal Nuisance Abatement Board

- ☐ Library Advisory Board
- ☐ Ozark Regional Transit Authority (Bentonville representative)
- ☐ Parks & Recreation Advisory Board
- ☐ Planning Commission
- ☐ Public Art 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?

My education was in foreign languages (B.A., M.A., Ph.D.) and busines (MBA), so that really isn't relevant.

I've been an active volunteer since moving to Bentonville in 2007. In 2009 I was a member of the first NWA class of Master Naturalists, and served as the Northwest chapter president 2009-2010, and as the state president 2011-2012. I've organized two native plant workshops, both held in Cave Springs, and I am working on a third. I've volunteered to work in the gardens at Crystal Bridges, first as a Wildflower Preservationist (the name of the first group to volunteer for garden work) and now as an Avant Gardener (the current name). I am a strong proponent of using native plants, but I recognize the need to use non-

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

Most of all, I enjoy volunteering. I like to think that I'm contributing in some way to improving the community in which I live. Actually, I think that all citizens have a responsibility to contribute to improving their communities as much as they are able and in whatever ways they can, so I am a great believer in citizen participation and volunteering. I've been doing it in Northwest Arkansas ever since my wife and I moved here in 2007. Also, I am grateful that the city allows citizens to serve on boards and I look on this as an opportunity that people shouldn't pass up. Finally, I like the idea of improving the look of the city using environmentally-friendly resources like flowers and trees.

RETURN THIS APPLICATION TO: Submit by E-mail to Janice Hopkins, jhopkins@bentonvillear.com or deliver to the Mayor's Office, 117 West Central, Bentonville, AR 72712. 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.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

November 7, 2017

Submitted by:

Shelli Kerr

Department

Planning Services

Phone

271-3122

ACTION REQUIRED:

Reappointment of Scott Eccleston to a three-year term on the Tree and Landscape Advisory Committee. The term will expire on November 14, 2020.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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 Members and City Clerk
From: Bob McCaslin, Mayor
CC Date: November 14, 2017
Re: Reappointment of Scott Eccleston to the Tree & Landscape Advisory Committee

I recommend Scott Eccleston for reappointment to the City of Bentonville's Tree & Landscape Advisory Committee. Mr. Eccleston's term will expire on November 14, 2020.

Bob

Bob McCaslin, Mayor

From: Scott Eccleston
Sent: Tuesday, August 08, 2017 8:37 AM
To: Danielle Semsrott <DSemsrott@bentonvillear.com>
Subject: Re: Tree & Landscape Committee Term

Danielle,

I would be happy to serve another term.

Scott



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

AGENDA FORM

CITY COUNCIL MEETING OF:

November 14, 2017

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3168

ACTION REQUIRED:

A resolution setting a Public Hearing for November 28, 2017 for Utility and Drainage Easement Vacation requested by Kensington Square, LLC at 3900 East Central Avenue.

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	\$ -

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. _____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Kensington Square, LLC, requesting a utility and drainage easement within the City of Bentonville, Arkansas be vacated, which said utility and drainage easement is described as follows:

Part of Lot 63 of Kensington Subdivision, Phase 2 as shown in Plat Record 2009-80 in Bentonville, Benton County Arkansas.

The Easement to be released is the south Fifteen feet (15') of said Lot 63 less and except the East 25' of the south 15', and the West 15' of the South 15' running along and parallel to the radius of the platted right-of-way line as shown on said Plat 2009-80. It is the intent of this document to release the South 15' utility and drainage easement that lies between the East 25' easement line and the West 15' Easement line as it follows the radius and dedicated right-of-way of East Central Avenue, otherwise known as Arkansas Highway 72.

WHEREAS, Ark. Code Ann. Section 14-301-302(c) provides that the City Council shall by resolution fix a day for the hearing of the petition and shall direct the City Clerk and Recorder to give notice of the meeting, by publication, once per week for two (2) consecutive weeks in some newspaper published in and having general circulation in Bentonville, Benton County, Arkansas.

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close and vacate a utility easement at the above described property is set for hearing on November 28, 2017 @ 6:00PM. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved and adopted the _____ day of _____ 2017 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Linda Spence, City Clerk
Bentonville, Arkansas

Bob McCaslin, Mayor
City of Bentonville, Arkansas



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

AGENDA FORM

CITY COUNCIL MEETING OF:

November 14, 2017

Submitted by:

Nancy Busen

Department

Wastewater Utilities

Phone

271-3161

ACTION REQUIRED:

Staff recommends City Council approval for the Mayor and City Clerk to enter into a contract with Garver LLC, for Professional Services in an amount not to exceed \$265,000.00. The contract covers Design, Surveys through Construction Services for Wastewater Bio-solids Dewatering Upgrades; disposal of a 40 year old belt press and replacement with a 4 chamber screwpress and covering of the dewatered bio-solids storage area. Funding will be from funds set aside for the Biosolids Dewatering project.

COST TO CITY:

Cost of this Request: \$265,000

Additional Budget Amount \$265,000

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	-
Funds Expended to Date		
Remaining Budget		-
Budget Adjustment		265,000
Remaining After Adjustment	\$	265,000

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: Nancy Busen, Wastewater Utilities

CC: Mike Bender

Date: Nov. 14, 2017

Re: Request Resolution for a contract with Garver LLC for Professional Services in wastewater plant improvements, development and construction for dewatering of biosolids and preservation of dewatered product during storage.

Re: Request Budget Adjustment from Set-Aside funds for this contract.

The Belt Press currently in operation at Bentonville's Facility is 40 years old. It is obsolete when purchased. If this unit needs a part, we must have it manufactured. There is no back up. A long-term mechanical failure could have serious consequences. Funding from a set-aside generated several years ago in anticipation of the necessary upgrade.

A team from Garver LLC has been involved with City staff for some time developing priorities for upgrading our biosolids dewatering and disposal in the most sustainable and economical manner. This contract covers the project from design surveys through construction.

New equipment will produce a dryer product, saving on hauling fees. There will be back up units in place. Construction will include covering the dewatered sludge storage area. Because it doesn't matter how dry the product is when you store it, if it rains on it.

Thank you for your consideration of this request,



AGREEMENT FOR PROFESSIONAL SERVICES (Revised)
City of Bentonville, Arkansas
Project No. 17048130

THIS AGREEMENT FOR PROFESSIONAL SERVICES is made by and between the **City of Bentonville, Arkansas** hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "GARVER".

The Owner intends to make solids dewatering and sludge storage improvements at the Bentonville Wastewater Treatment Plant, located at 1901 N.E. "A" Street.

GARVER will provide professional services related to these improvements as described herein.

The Owner and GARVER in consideration of the mutual covenants in this contract agree in respect of the performance of professional services by GARVER and the payment for those services by the Owner as set forth below. Execution of the agreement by GARVER and the Owner constitutes the Owner's written authorization to GARVER to proceed on the date last written below with the services described herein. This agreement supersedes all prior written or oral understandings associated with services to be rendered, including any teaming agreements.

SECTION 1 - EMPLOYMENT OF GARVER

The Owner agrees to engage GARVER, and GARVER agrees to perform professional services in connection with the proposed improvements as stated in the sections to follow. These services will conform to the requirements and standards of the Owner and conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions. For having rendered such services, the Owner agrees to pay GARVER compensation as stated in the sections to follow.

SECTION 2 - SCOPE OF SERVICES

GARVER's scope of services is described in attached Appendix A.

SECTION 3 - PAYMENT

For the work described under SECTION 2 - SCOPE OF SERVICES (except for geotechnical services and property record research and as may be modified for additional services required), the Owner will pay GARVER on a lump sum basis. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

If any payment due GARVER under this agreement is not received within 60 days from date of invoice, GARVER may elect to suspend services under this agreement without penalty or liquidated damages assessed from the Owner.



The table below presents a summary of the fee amounts and fee types for this contract.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Design Surveys	\$10,000	Lump Sum
Conceptual Design	\$70,000	
Final Design	\$95,000	
Bidding Services	\$15,000	
Construction Phase Services	\$75,000	
TOTAL FEE	\$265,000	

The lump sum amount to be paid under this agreement is \$265,000.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge. Any unused portion of the fee, due to delays beyond GARVER's control, will be increased 6% annually with the first increase effective on or about July 1, 2019.

In addition to the fees described above, the Owner will pay for geotechnical services outside this Agreement. The amount is estimated to be approximately \$5,000.

Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services, a contract amendment will be required as approved by the Owner and GARVER.

SECTION 4 - OWNER'S RESPONSIBILITIES

In connection with the project, the Owner's responsibilities shall include, but not be limited to, the following:

1. Giving thorough consideration to all documents presented by GARVER and informing GARVER of all decisions within a reasonable time so as not to delay the work of GARVER.
2. Making provision for the employees of GARVER to enter public and private lands as required for GARVER to perform necessary preliminary surveys and other investigations.
3. Obtaining the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this contract, except as otherwise described in Section 2 – Scope of Services.
4. Furnishing GARVER such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of the Owner. Such documents or data will be returned upon completion of the work or at the request of the Owner.
5. Furnishing GARVER a current boundary survey with easements of record plotted for the project property.
6. Paying all plan review and advertising costs in connection with the project.



7. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
8. Furnishing permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
9. Giving prompt written notice to GARVER whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter GARVER's performance under this Agreement.
10. Owner will not hire any of GARVER's employees during performance of this contract and for a period of one year beyond completion of this contract.
11. Furnishing GARVER a current geotechnical report for the proposed site of construction. GARVER will coordinate with the geotechnical consultant, the Owner has contracted with, on the Owner's behalf for the information that is needed for this project.

SECTION 5 – MISCELLANEOUS

5.1 Instruments of Service

GARVER's instruments of service provided by this agreement consist of the printed hard copy reports, drawings, and specifications issued for the Assignment or Project; whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the Owner, GARVER will furnish to the Owner both printed hard copies and electronic media. In the event of a conflict in their content, however, the printed hard copies shall take precedence over the electronic media.

GARVER's electronic media are furnished without guarantee of compatibility with the Owner's software or hardware, and GARVER's sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to the Owner.

GARVER retains ownership of the printed hard copy drawings and specifications and the electronic media. The Owner is granted a license for their use, but only in the operation and maintenance of the Project or Assignment for which they were provided. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of GARVER, shall be without liability to GARVER and GARVER's consultants. The Owner shall indemnify, defend, save harmless GARVER, GARVER's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of the Owner's use of these materials for modification, extension, or expansion of this Project or on any other project not under the direction of GARVER.

Because data stored in electronic media form can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that the Owner shall indemnify, defend, save harmless GARVER, GARVER's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of changes or modifications to the data in electronic media form in the Owner's possession or released to others by the Owner and for any use of the electronic media and printed hard copy drawings and specifications outside the license granted by this provision.



5.2 Opinions of Cost

Since GARVER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, GARVER's Estimates of Project Costs and Construction Costs provided for herein are to be made on the basis of GARVER's experience and qualifications and represent GARVER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but GARVER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from estimates prepared by GARVER.

The Owner understands that the construction cost estimates developed by GARVER do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the Owner, GARVER will not be required to re-design the project without additional compensation.

5.3 Underground Utilities

GARVER will not provide research regarding utilities and survey utilities located and marked by their owners as provided for in this agreement. Additionally, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, GARVER is not responsible for knowing whether underground utilities are present or knowing the exact location of utilities for design and cost estimating purposes. Additionally, GARVER is not responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical, potholing, construction, or other subconsultants working under a subcontract to this agreement.

5.4 Insurance

GARVER currently has in force, and agrees to maintain in force for the life of this Contract, the following minimum schedule of insurance:

Worker's Compensation	Statutory Limit
Automobile Liability (Combined Property Damage and Bodily Injury)	\$500,000.00
General Liability (Combined Property Damage and Bodily Injury)	\$1,000,000.00
Professional Liability	\$2,000,000.00

5.5 Records

GARVER will retain all pertinent records for a period of two years beyond completion of the project. Owner may have access to such records during normal business hours.

5.6 Indemnity Provision

Subject to the limitation on liability set forth in Section 5.8, GARVER agrees to indemnify the Owner for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of GARVER, its subconsultants, or any other party for whom GARVER is legally liable, in the performance of their professional services under this



contract.

The Owner agrees to indemnify GARVER for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of the Owner, its agents, or any other party for whom the Owner is legally liable, in the performance of their professional services under this contract. Provided, however, that this paragraph shall not be construed to waive the Owner's statutory immunity pursuant to Arkansas Law.

In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of GARVER and the Owner, they shall be borne by each party in proportion to its own negligence.

Owner agrees that any claim or suit for damages made or filed against GARVER by Owner will be made or filed solely against GARVER or its successors or assigns and that no member or employee of GARVER shall be personally liable to Owner for damages under any circumstances.

5.7 Design without Construction Phase Services – Not Used

5.8 Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Owner and GARVER, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of GARVER and its subconsultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of GARVER and its subconsultants to all those named shall not exceed GARVER's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contractor warranty, and indemnity obligations.

Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, neither Owner nor Garver shall be liable, whether based on contract, tort, negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of power, loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

5.8.1 Hazardous Materials

Nothing in this agreement shall be construed or interpreted as requiring GARVER to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any hazardous substance or waste. Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, Owner shall indemnify, defend and save GARVER and its affiliates, subconsultants, agents, suppliers, and any and all employees, officers, directors of any of the foregoing, if any, from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment, including, without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of hazardous material, whether above or below ground.



5.9 Mediation

The Owner and GARVER agree that any and all discussions resulting from this clause are confidential. As they may apply to the presiding rules of evidence, negotiations pursuant to this clause shall not imply admission of responsibility or guilt for the aggravating action, but shall be regarded as compromise, resolution attempts, and settlement negotiations.

The Owner and GARVER agree to, through good faith efforts, first attempt to resolve all conflicts that arise out of or related to this Agreement, through direct discussions involving senior and/or executive management representatives from their respective organizations. It is a requirement of this clause for this condition be attempted prior to the use of other dispute resolution processes. If the respective representatives are unable to develop a compromise resolving the dispute, such that it is satisfactory to both parties within thirty (30) calendar days after a party delivers a written notice of such dispute, then further mediation processes shall begin, as described herein.

If direct discussions fail to resolve the dispute, the Owner and Garver further agree to pursue non-binding mediation unless the parties mutually agree otherwise.

The Owner and GARVER further agree to use their reasonable best efforts to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants and in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

5.10 Litigation Assistance

This Agreement does not include costs of GARVER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the Owner, unless Litigation Assistance has been expressly included as part of the work defined in Section 2 - Scope of Services. In the event the Owner requests such services of GARVER, this Agreement shall be amended in writing by both the Owner and GARVER or a separate written agreement will be negotiated between the parties.

SECTION 6 - CONTROL OF SERVICES

This is an Arkansas Contract and in the event of a dispute concerning a question of fact in connection with the provisions of this contract which cannot be disposed of by mutual agreement between the Owner and GARVER, the matter shall be resolved in accordance with the Laws of the State of Arkansas.

This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one (1) party through no fault to the other party or for the convenience of the Owner upon delivery of written notice to GARVER. If this Agreement is so terminated, GARVER shall be paid for the time and materials expended to accomplish the services performed to date, as provided in SECTION 3 - PAYMENT; however, GARVER may be required to furnish an accounting of all costs.

SECTION 7 - SUCCESSORS AND ASSIGNS

The Owner and GARVER each bind themselves and their successors, executors, administrators, and



assigns of such other party, in respect to all covenants of this Agreement; neither the Owner nor GARVER shall assign, sublet, or transfer their interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION 8 – APPENDICES AND EXHIBITS

8.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:

8.1.1 Appendix A – Scope of Services

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to GARVER for our records.

IN WITNESS WHEREOF, Owner and GARVER have executed this Agreement effective as of the date last written below.

CITY OF BENTONVILLE

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: Bob McCaslin
Printed Name

Name: Scott Zotti
Printed Name

Title: Mayor

Title: Vice President

Date: _____

Date: _____

Attest: _____
City Clerk, Linda Spence

Attest: _____
Senior Project Manager,
Chris Buntin

Agreement for Professional Services
WWTP Solids Improvements

7 of 7

Garver Project No. 17048130

APPENDIX A – SCOPE OF SERVICES

2.1 General

Generally, the scope of services includes surveying, design, bidding services, and construction support services for solids improvements at the Bentonville Wastewater Treatment Facility located at 1901 N.E. "A" Street. Improvements will consist primarily of removal and replacement of the existing belt filter press with a new screw press and covering the west half of the existing sludge storage area. The scope of services anticipates construction in the summer of 2018, the existing press will be taken out of service for an estimated month without temporary dewatering, the screw press will be purchased by the Owner outside and ahead of the construction contract, and the PWTech screw press equipment (including polymer feed and controls) will be per proposal received from Shupe and Associates, dated July 27, 2017. Also, the sludge storage cover design will be based upon ClearSpan Structures, and the improvements will include providing access to the currently unusable area on the west side. Additional associated improvements include access door on the east side of the dewatering building and hoist, sludge pump (VFD) and piping, chemical piping, drain piping, and electrical.

2.2 Surveys

During the Surveys phase of the project, Garver will:

1. Establish a localized coordinate system for construction control.
2. Perform colorized 3d Laser-Scanning of the project site and within the dewatering building. The OWNER will move applicable equipment as required for scanning.
3. Based upon point cloud data from the laser scanning, record drawings, and Owner review, Garver will develop a 3D model in Revit and topographical surface map in Autodesk Civil3D.

2.3 Geotechnical Services

Garver will coordinate with the Owner's geotechnical firm who will provide borings, laboratory testing, and recommendations for design of the project. Geotechnical coordination will begin upon Owner approval of the Preliminary Design.

2.4 Conceptual Design

A kickoff meeting will be scheduled and attended by Garver and Owner to initiate the project, introduce key team members, outline any work by others, establish communication protocol, discuss schedule, request initial data, and discuss the design.

Garver will prepare a dewatering technical memorandum with justification to waive competitive bidding and sole source the PWTech screw press equipment. The memorandum will include a comparison (capital cost, performance, and operations and maintenance) between the BDP Industries belt press, Huber screw press, and PWTech screw press. The scope of services anticipates City Council authorization to sole source equipment and issue a purchase order for the equipment in January, 2018. Garver will review the submittals, anticipated within four weeks of the purchase order.

The conceptual design phase submittal will include drawings, and an opinion of probable construction cost and include contingency. The conceptual design phase will represent approximately 30 percent of final construction contract plans. This submittal will not include technical specifications or "front end" contract documents. Garver will not begin final design until the conceptual design is approved by the Owner in writing.

The conceptual drawings will be based upon surveys and will include the following.

- Construction access and staging plan
- Demolition plan
- Process and instrumentation diagrams
- Electrical one-line diagrams (additional drawings as required to be included in Final Design)
- Layouts of the proposed improvements
 - Screw press, including polymer feed and controls (including sensor to optimize polymer dose)
 - Sludge piping and pumping
 - Chemical piping
 - Drain piping
 - Hoist and door improvements (east side of the dewatering building)
 - Sludge storage cover (west half/drying bed number 2), including providing access to the unusable area

Upon Owner review of the conceptual design, Garver will conduct a workshop with the Owner to review and discuss. Garver will submit the final design, including the review fee, to the Arkansas Department of Health and Arkansas Department of Environmental Quality for review. Review fees are included in Garver's fee.

2.5 Final Design

Upon Owner approval of the conceptual design and geotechnical, Garver will conduct final designs to prepare construction plans and specifications, for one construction contract, including final construction details and quantities, special provisions, and opinion of probable construction cost and include contingency. In addition to Garver's standard drawings and technical specifications, Garver will utilize Engineers Joint Contract Documents Committee (EJCDC) standards for the "front end" documents. Garver will conduct up to two design progress meetings with the Owner to review progress, obtain Owner input, and discuss design details.

Upon Owner review of the final design, Garver will conduct a workshop with the Owner to review and discuss, incorporate Owner comments, and prepare the construction documents as required to advertise for bids.

2.6 Bidding Services

During the bidding phase of the project, Garver will:

1. Prepare and submit Advertisement for Bids to Owner for Owner publication in the newspaper(s). Owner will pay advertising costs outside of this contract.
2. Dispense construction contract documents to prospective bidders using Garver's online plan room.
3. Support the contract documents by preparing addenda as appropriate.
4. Participate in a pre-bid meeting if necessary.
5. Attend the bid opening.
6. Prepare bid tabulation.
7. Evaluate bids and recommend award, including attending the City Council meeting.
8. Prepare construction contract.

2.7 Construction Phase Services

During the construction phase of work, Garver will accomplish the following:

1. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
2. Attend monthly progress/coordination meetings (up to four) with the Owner/Contractor.

3. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
4. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
5. Review the Contractor's progress payment requests (up to four monthly requests) based on the actual quantities of contract items completed and accepted, and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
6. Maintain a set of working drawings and prepare and furnish record drawings.
7. Provide part-time construction observation services for the 120-calendar-day construction contract performance time. The proposed fee is based on a maximum of 200 hours of inspection during the construction contract performance time. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.
8. When authorized by the Owner, prepare change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.
9. Participate in final project inspection, prepare punch list, review final project closing documents, and submit final pay request.

Construction observation services will be provided by engineers or engineer's representative, who will provide or accomplish the following:

- Consult with and advise the Owner during the construction period.
- Maintain a working knowledge of the construction progress.
- Coordinate potential plan changes to the original construction documents.

The proposed fee for Construction Phase Services is based on a 120-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement, and the Owner wants Garver to continue the applicable Construction Phase Services, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.

In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the

observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

2.8 Project Deliverables

The following will be submitted to the Owner, or others as indicated, by Garver:

1. Electronic copies of all documents and deliverables.
2. One hard copy of the bid documents to purchasing.
3. Three hard copies of the contract documents for contract execution.
4. Three hard copies of the contract documents to the contractor.
5. One hard copy set of Record Drawings and closeout documents.

2.9 Extra Work

The following items are not included under this agreement but will be considered as extra work:

1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.
3. Workshops in addition to those listed herein.
4. Preparation of a Storm Water Pollution Prevention Plan (SWPPP).
5. Construction materials testing.
6. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
7. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
8. Services after construction, such as warranty follow-up, operations support, etc.
9. Improvements outside the dewatering building and sludge storage area.
10. Design of new electrical service feed to dewatering building.
11. Site, yard piping, and paving improvements.
12. Building improvements.
13. Lighting improvements.
14. SCADA programming.
15. Design of SCADA interface to connect new control panels to plant wide SCADA.
16. Arc Flash analysis or other power system studies.
17. Foul air treatment, temporary or emergency dewatering (the contractor will responsible for dewatering if needed), new or modifications to sludge conveyance and truck loading, sludge conditioning improvements, generator improvements, HVAC improvements, and fire protection/sprinkler improvements.
18. Design to accommodate different dewatering technologies or more than a single dewatering unit.
19. Large Scale Development and any other Owner applications and fees.
20. ADEQ permitting.

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Garver.

2.10 Schedule

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

<u>Phase Description</u>	<u>Calendar Days</u>
Dewatering Technical Memorandum	30 days from start date
Survey	30 days from start date
Conceptual Design	45 days from Survey
Final Design	60 days from Approval of Conceptual and Geotechnical

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
GARVER ENGINEERS FOR ENGINEERING SERVICES
ASSOCIATED WITH THE WASTEWATER BIO-SOLIDS
DEWATERING UPGRADES.**

**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 Garver Engineers for services associated with the Wastewater Bio-solids Dewatering Upgrades in an amount not to exceed \$265,000.00 as set forth in the agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this ____ day of _____, 2017.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

November 14, 2017

Submitted by:

Nancy Busen

Department

Wastewater Utilities

Phone

271-3161

ACTION REQUIRED:

Staff requests approval of a Budget Adjustment in an amount not to exceed \$265,000.00 for a Professional Services contract with Garver LLC. The scope of this agreement is from Design, Surveys through Construction Services necessary for Wastewater Bio-solids Dewatering Upgrades. The scope of this project is replacement of a 40 year old belt press with a 4 chamber screwpress and covering the dewatered bio-solids storage area. Funds have been set aside for the Biosolids Dewatering Project for many years and will be used to fund the project.

COST TO CITY:

Cost of this Request: \$265,000

Additional Budget Amount \$265,000

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	-
Funds Expended to Date		
Remaining Budget		-
Budget Adjustment		265,000
Remaining After Adjustment	\$	265,000

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	
X	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

November 14, 2017

Submitted by:

Mike Bender

Department

Public Works Dir

Phone

271-6873

ACTION REQUIRED:

Staff requests City Council waive the requirement of competitive bidding and authorize the Mayor and City Clerk to enter into a contract with Hutchens Construction in the amount of \$26,162.50 for paving and striping the employee parking lot behind the Street Dept. equipment/material storage shed northeast of the administration building at the new City maintenance facility. Funds for this item will come from savings realized from the construction contract of the facility. Waiver is requested to use the subcontractor who provided and installed the asphalt paving at the complex.

COST TO CITY:

Cost of this Request: \$26,163

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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>11/14/2017</u>		
Requested by:	<u>Mike Bender</u>		
Department:	<u>Public Works Director</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Asphalt Paving and Striping</u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Hutchens Construction</u>		
<u></u>			
<u></u>			
Amount:	Base Amount:	\$	<u>26,163.00</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>26,163.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Hutchens was low, qualified bidder for asphalt paving under Flintco for construction of the complex. Hutchens is intimately familiar with the site and construction of the parking lots.			
		<u></u>	
Department Head		Director of Finance & Administration	
Revised 6-18-99			

Memo



To: City Council, Mayor McCaslin

From: Mike Bender

CC:

Date: November 3, 2017

Re: Waiver of Bid, Hutchens Construction, Additional paving at new complex

Staff requests City Council waive the requirement of competitive bidding and authorize the Mayor and City Clerk to enter into a contract with Hutchens Construction in the amount of \$26,162.50 for paving and striping the employee parking lot behind the Street Dept. equipment/material storage shed northeast of the administration building at the new City maintenance facility. Funds for this item will come from savings realized from the construction contract of the facility. Waiver is requested to use the subcontractor who provided and installed the asphalt paving at the complex.

Millings were initially installed for the employee parking near the Street Dept. storage shed to save money. The millings were from the SW I Street project. The millings have not performed as well as anticipated. With daily use of 30-35 vehicles, the millings are not holding together well. This is most likely due to the fact that they had been stored for a fairly long period of time and have been handled multiple times thus losing a lot of their oil and bonding properties. Millings in areas with less movement seem to work ok. Staff feels it is best to use the subcontractor that performed asphalt paving on the site. Hutchens was involved with the project and is familiar with the site, base preparation and construction. Hutchens Construction was the low, qualified bidder for asphalt paving for Flintco.

Thank you for your consideration of this request.

REVISED WITH STRIPING



Asphalt Paving/Crushed Limestone

Main Office: 1007 Main Street
Cassville, MO 65625
phone (417) 847-2489
Toll Free (888) PAVEIT2 - (888) 728-3482

Springdale Office: 515 Sanders Ave
Springdale, AR 72764
phone (479) 927-0000



AR Contractor License: 0004640418

<u>Quote To:</u>	City Of Bentonville 117 West Central Bentonville, AR 72712	<u>Job Name:</u>	BVILLE PUBLIC WORKS PARKING
		<u>Job Location:</u>	BENTONVILLE, AR
<u>Attn:</u>	TRAVIS MATLOCK	<u>Proposal Date:</u>	9.28.17
<u>Phone:</u>	4792713112	<u>Bid Date:</u>	
<u>Fax:</u>		<u>Addendums</u>	
<u>Mobile:</u>			

Estimator:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
EMPLOYEE PARKING					
100	INSTALL 3" SURFACE ON EXISTING MILLINGS W/PREP	1,750.00	SY	14.75	25,812.50
EQUIPMENT STORAGE AREAS					
200	REMOVE 4" MILLINGS & INSTALL 4" ASPHALT	3,950.00	SY	24.25	95,787.50
300	INSTALL STRIPING ON EMPLOYEE PARKING LOT	1.00	LS	350.00	350.00
GRAND TOTAL					\$121,950.00

26,162.50

NOTES:

- **EMPLOYEE PARKING LOT TO BE GRADED AS IS AND ADD 3" ASPHALT AS THERE IS NO CURB OR DRAINAGE ISSUES
- **REMAINING PARKING LOT TO HAVE A MAXIMUM OF 4" OF MILLINGS REMOVED AND REPLACED WITH 4" OF ASPHALT.
- **NO PARKING LOTS SHOULD HAVE ANY TRACK MOUNTED EQUIPMENT ALLOWED ON IT. ALL TRAILERS WITH DOLLIES SHOULD HAVE A WOOD OR METAL PLATE UNDERNEATH TO HELP DISTRIBUTE THE LOAD OVER A LARGER AREA.
- **NO ADDITIONAL AGG BASE IS INCLUDED ON ANY LOT. IF AFTER REMOVAL THERE ARE UNSUITABLE AREAS WE WOULD USE SOME OF THE MILLINGS REMOVED FOR UNDERCUT. IF MORE MATERIAL IS REQUIRED THAN REMOVED, A NEGOTIATED PRICE WOULD NEED TO BE AGREED UPON FOR UNDERCUT.

Miscellaneous Notes

- Hutchens Construction Co., Inc. is not to be held responsible for drainage problems where the percent of fall is less than 2%. If after paving, corrective action is required on these areas, compensation in the form of time and materials will be required.
- *Final payment to be based on actual installed quantities.
- *Unless specifically listed above, prices do not include construction control, testing, bonding or construction signs, except for those required in our flagging operations.
- *The unit prices quoted above are valid for ____ (10 if none stated) calendar days from proposal date. Pricing is based upon work being performed before ____ (90 calendar days if no date specified). Work performed after this date is subject to negotiation.

*All work is based on one mobilization for base work, and one for asphalt work. Additional mobilizations to be charged at \$____ (\$1500 if no amount stated) each.

See the attached Terms and Conditions for additional proposal conditions and signature block.

Owner/Contractor

Hutchens Construction

Initials: _____

Initials: _____

Hutchens Construction Co.
Attachment to Proposal/Change Order
Arkansas Terms and Conditions

1. Allowing Hutchens to commence work or preparation for work will constitute acceptance by Customer of this bid proposal. If Hutchens and Customer execute a form to memorialize their agreement, this bid proposal shall be incorporated by reference into the final contract. In the event of any conflict between the terms of this bid proposal and any other documents stating terms of the final contract, this bid proposal shall govern.

2. Hutchens does not accept the risk of Customer's receipt of payments from any source. Payment in full for all work performed hereunder during any month shall be made not later than the tenth (10) day of the next month following work. Hutchens' schedule of values shall be used to determine progress payments.

Final and complete payment for all work performed hereunder shall be made not later than fifteen (15) days after the completion of such work. If testing is required, payment is due fifteen (15) days from the day in which testing was performed.

All sums not paid when due shall bear interest at the rate of 1½ % per month from due date until paid or the maximum rate permitted by law whichever is less; and all costs of collection, including a reasonable attorney's fee, shall be paid by Customer.

3. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted single shift operation.

4. Hutchens shall be entitled to equitable adjustments of the contract price, including but not limited to any increased costs of labor, supervision, equipment or materials, and reasonable overhead and profit, for any modification of the project schedule differing from the schedule at the time the project was bid, and for any other delays, acceleration, out-of-sequence work and schedule changes beyond its reasonable control, including but not limited to those caused by labor unrest, fires, floods, acts of nature or government, wars, embargos, vendor priorities and allocations, transportation delays, suspension of work for non-payment or as ordered by Customer, or other delays caused by Customer or others. Should work be delayed by any of the aforementioned causes for a period exceeding ninety (90) days, Hutchens shall be entitled to terminate the contract. A Force Majeure is in effect on this quote.

5. A change in the price of an item of material of more than 5% between the date of this bid proposal and the date of installation shall warrant an equitable adjustment in the contract price.

6. Any changes from the specification or modification to this contract or of the terms hereof and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such a change. Any increase or decrease in the contract price resulting from such change shall be included in such writing. Hutchens may also claim damages for cumulative impact of multiple changes on Hutchens' efficiency.

7. THE EXPRESS WARRANTIES SET FORTH IN THE CONTRACT DOCUMENTS ARE PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY HUTCHENS.

8. All warranty claims must be received by Hutchens not more than one (1) year after completion of Hutchens' work, and Hutchens must be provided a reasonable opportunity to inspect and make corrections, or such warranty claims are barred. Hutchens is not responsible for special, incidental, or consequential damages. Hutchens is not responsible for damage to its work by other parties, and any repair work necessitated by such damage is extra work. All materials shall be furnished in accordance with the respective industry tolerance of color variation, thickness, size, finish, texture and performance standards.

9. We shall not be responsible for, and you agree to hold us harmless from any liability resulting from damages to utilities of other facilities or objects buried or driveways, sidewalks, curbs or any improvements located within our work and/or designated areas of access. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work whether completed or in process resulting from any cause or causes beyond our control, including but not limited to incorrect sub grade, failure of sub grade, or failure or inadequacy of any material or workmanship not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken.

Initial_____ Date_____

10. All required testing test must be completed with fifteen (15) days after completion of work. Hutchens must be notified twenty four (24) hours prior to the performance of any test, and reserves the right to be present during all test procedures.

11. To the extent that performance and payment bonds are included in this bid proposal, the bond forms must be the ConsensusDOCS 706 (2007) and ConsensusDOCS 707 (2007) published by ConsensusDOCS.

12. Waivers of lien or bond rights shall exclude retainage, unbilled changes, billed and unpaid changes, and claims which have been asserted in writing or which have not yet become known to Hutchens, and shall either apply only through the date of work for which Hutchens has been paid in full, or shall be conditional upon receipt of funds to Hutchens' account.

13. Hutchens will not be required to name additional insureds to its general liability insurance policy, nor to waive subrogation for claims covered by workers' compensation or commercial general liability insurance. Hutchens shall maintain insurance with coverage and limits only as provided by Hutchens' existing insurance program evidenced by its certificate of insurance available on request.

14. We shall not become obligated to perform the work called for under this contract until your credit has been checked and approved by us. If your credit conditions become unsatisfactory, at any time prior to our completion of the work hereunder, we shall be furnished adequate security upon our request.

15. Neither party shall assign the contract, in whole or in part, without the written consent of the other.

16. This Agreement shall be governed by the laws of the State of Arkansas. The parties specifically consent and submit to the jurisdiction of Washington County, Arkansas, State Courts and Western District of Arkansas Federal Courts, for purposes of any legal action which may be necessary to enforce the terms of this Agreement.

NOTICE TO OWNER

YOU ARE HEREBY NOTIFIED THAT ANY PERSON PERFORMING LABOR ON YOUR PROPERTY OR FURNISHING MATERIALS FOR THE CONSTRUCTION, REPAIR, OR IMPROVEMENT OF YOUR PROPERTY WILL BE ENTITLED TO A LIEN AGAINST YOUR PROPERTY IF HE IS NOT PAID IN FULL, EVEN THOUGH YOU MAY HAVE PAID THE FULL CONTRACT PRICE TO YOUR CONTRACTOR. THIS COULD RESULT IN YOUR PAYING FOR LABOR AND MATERIALS TWICE. THIS LIEN CAN BE ENFORCED BY THE SALE OF YOUR PROPERTY. TO AVOID THIS RESULT, YOU MAY DEMAND FROM YOUR CONTRACTOR LIEN WAIVERS FROM ALL PERSONS PERFORMING LABOR OR FURNISHING MATERIALS FOR THE WORK ON YOUR PROPERTY. YOU MAY WITHHOLD PAYMENT TO THE CONTRACTOR IN THE AMOUNT OF ANY UNPAID CLAIMS FOR LABOR OR MATERIALS. YOU ALSO HAVE THE RIGHT TO DEMAND FROM YOUR CONTRACTOR A COMPLETE LIST OF ALL LABORERS AND MATERIAL SUPPLIERS UNDER YOUR CONTRACT, AND THE RIGHT TO DETERMINE FROM THEM IF THEY HAVE BEEN PAID FOR LABOR PERFORMED AND MATERIALS FURNISHED.

If the above meets with your acceptance, please sign and return this proposal. Upon timely receipt of the proposal, signed by you, Hutchens will sign it and return a copy to you. When signed by both parties, this proposal including the Terms and Conditions constitute an agreement between us.

Owner/Contractor

Hutchens Construction Company

Signature _____

Signature _____

Type /Print _____

Type/Print _____

Title _____ Date _____

Title _____ Date _____

If signed by anyone other than the owner you must sign
as "Agent for the Owner/Contractor

If signed by an individual and married, your
Spouse must sign also

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH HUTCHENS CONSTRUCTION FOR PAVING AND STRIPING THE EMPLOYEE PARKING LOT AT THE NEW CITY MAINTENANCE FACILITY AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Hutchens Construction for paving and striping the employee parking lot at the new City maintenance facility per the proposal attached hereto as Exhibit A.

Section 2: Because Hutchens Construction performed asphalt paving at the maintenance facility as the low, qualifying bidder under the general contractor and has intimate familiarity with the facility and site preparation, it would be neither practical nor feasible to advertise for competitive bidding, and said requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2017

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:

November 14, 2017

Submitted by:

Mike Bender

Department

Public Works Dir

Phone

271-6873

ACTION REQUIRED:

Staff requests City Council waive the requirement of competitive bidding and authorize the Mayor and City Clerk to enter into a contract with Woodcraft, Inc. in the amount of \$33,827.00 for installation of additional cabinets and counter tops at the new City maintenance facility. Funds for this item will come from savings realized from the construction contract of the facility. Waiver is requested to use the subcontractor who provided and installed the original cabinets so material matches original work.

COST TO CITY:

Cost of this Request: \$33,827

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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

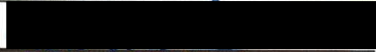
www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>11/14/2017</u>		
Requested by:	<u>Mike Bender</u>		
Department:	<u>Public Works Director</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Cabinets and Cabinet Tops</u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Woodcraft, Inc.</u>		
<u></u>			
<u></u>			
Amount:	Base Amount:	\$	<u>33,827.00</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>33,827.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Woodcraft, Inc. was original low, qualified bidder for Flintco and installed the original cabinets and tops. They are intimately familiar with the project. This will ensure additional cabinets and tops match the original installation.			
		<u></u>	
Department Head		Director of Finance & Administration	
Revised 6-18-99			

Memo



To: City Council, Mayor McCaslin

From: Mike Bender

CC:

Date: November 3, 2017

Re: Waiver of Bid, Woodcraft, Inc., Additional Cabinets and Countertops at new complex

Staff requests City Council waive the requirement of competitive bidding and authorize the Mayor and City Clerk to enter into a contract with Woodcraft, Inc. in the amount of \$33,827.00 for installation of additional cabinets and counter tops at the new City maintenance facility. Funds for this item will come from savings realized from the construction contract of the facility. Waiver is requested to use the subcontractor who provided and installed the original cabinets so material matches original work.

Additional cabinets and countertops are to be installed in the Water Department Map room for additional storage and to provide solid, uniform working surface over existing flat file cabinets that were moved to the facility. Electric Department will also install additional cabinets and work tables in the Electric Dept. work room, labelling office, and several work areas throughout their wing. Since these items were determined after the initial move in, staff felt best to keep separate from the Flintco contract as we were in the process of finalizing said contract. We feel keeping the same subcontractor is best as they are familiar with the facility and will ensure products match. Woodcraft was the low, qualified bidder for Flintco.

Thank you for your consideration of this request.

WOODCRAFT, INC
4200 Wheeler Ave. PO Box 180034
Fort Smith, AR 72918-0034
Phone: 479-646-9195

RE: PUBLIC WORKS COMPLEX
BENTONVILLE, AR

8-17-17

THE FOLLOWING IS OUR QUOTE FOR THE ABOVE
PROJECT.

BASE CABINET, PLASTIC LAMINATE
TOP AND 6'X15'-6" TOP FOR METAL
FILE CABINETS. FURNISH AND
INSTALL \$ 3888.00 + TAX

REVISE AND/OR ADD CABINETS, PLASTIC
LAMINATE TOPS AND 1 QUARTZ TOP
IN ROOMS A103, A104, A105, A106, B109,
B110, B116, B121, B123, B124. FURNISH
AND INSTALL \$ 29939.00 + TAX





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

AGENDA FORM

CITY COUNCIL MEETING OF:

November 14, 2017

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Recommend the Mayor and City Council award the street light installation bid to Bill's Electric Inc. for a 3-yr period. Price breakdown is attached.

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	\$ -

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



M E M O R A N D U M

DATE: November 3, 2017

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: Bid Award to Bill's Electric Inc. for Street Light Installation

The Electric Department recommends awarding the bid for street light installation to Bill's Electric Inc. per the price breakdown attached.

Bill's Electric will work with BEUD on various projects to install any street lights required by the development or road extension to allow BEUD to focus on overhead/underground line extensions. BEUD will provide the required materials and inspect the work when complete.

The bid award is for 3 years.

CONTRACT

This Contract entered into this _____ day of _____, 20____, by and between the City Of Bentonville, Arkansas, 117 W. Central Ave., a municipal corporation, hereinafter called the "City," and Bill's Electric, INC., an Electrical contractor, hereinafter called the "Contractor."

WITNESSETH

In consideration of the mutual promises of the parties hereto, the parties do hereby agree as follows:

ARTICLE 1 – Scope of This Contract

The work to be done consists of furnishing all labor, tools, equipment and to other incidentals necessary to perform all work and services required for the proper completion of street light installation in the City from time to time as assigned to the Contractor. All work performed under this Contract shall be in strict accordance with the terms and provisions of this Contract, the Specifications and Requirements, drawings, and the bid the Contractor, all attached hereto and incorporated herein by reference.

In performance of this Contract, the Contractor binds himself to the City to comply fully with all provisions, undertakings, and obligations hereinafter set forth.

ARTICLE 2 – Term and Renewal

This Contract shall become effective upon its execution and, if not terminated sooner in accordance with the provisions of this Contract, shall continue in full force and effect for one (1) year or until the funds are expended, whichever is earlier. There is an option for two (2), one (1) year extensions of this contract.

ARTICLE 3 – Changes

- A. City may, by written order, and without notice to the Sureties, make changes in the specifications of this Contract within the general scope thereof. If any such changes cause an increase or decrease in the scope of this Contract or in the time required for its performance, an equitable adjustment shall be made and this Contract shall be modified in writing accordingly.
- B. Should the Contractor encounter conditions materially different from those shown in the specification, the City shall be notified in writing immediately of such conditions before they are disturbed. The City shall thereupon promptly investigate the conditions and if it finds that they do so materially differ from those specified, this Contract shall be modified to provide for any increase or decrease of cost and difference in time resulting from the conditions so found.
- C. Except as otherwise herein provided, no charge for any extra work or material will be allotted unless the same has been approved in writing by the City, and the price stated.

ARTICLE 4 – Inspections and Defective Work

ARTICLE 4 – Inspections and Defective Work

All workmanship and services shall be subject to inspections, examinations and tests by the City at any and all times during the performance of this Contract. The City shall have the right to reject defective workmanship and to require correction. Rejected workmanship shall be satisfactorily corrected without change therefore. If the Contractor fails to proceed at once to correct such defective workmanship, the City may proceed with such corrective work and the Contractor shall be liable for all direct cost occasioned in the performance therefore.

This provision does not negate, modify or replace any warranties contained elsewhere in this Contractor. This provision shall survive the termination or suspension of this Contract.

Neither payment nor any provisions in the Contract document shall relieve the Contractor of responsibility for faulty materials or defective workmanship. The City shall give notice of observed defects with reasonable promptness. The deterioration due to ordinary use and normal wear is excepted from this guarantee.

The Contractor shall reimburse the City for the cost of damage, if any, as well as the cost of replacing defective materials or workmanship. If replacements are not made within ten (10) days after notice is given of such defect in workmanship, or thirty (30) days in case of materials, then the City shall have the right to make replacements and charge the cost of same to Contractor or the Contractor's surety.

ARTICLE 5 – Site Investigation

The Contractor represents that it has visited the site and determined the nature of the work and the difficulties and facilities attending execution of the work, and all other matters, which can in any way affect the work under this Contract.

ARTICLE 6 – Delay, Damages

If the Contractor refuses or fails to prosecute the work with such diligence as will ensure its completion within the time specified in Article 2, or fails to complete the work within such time, the City may terminate this Contract. In such event, the City may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the City for any excess cost occasioned thereby. If this Contract is so terminated, the City may take possession of and utilize in completing the work such materials, appliances, tools and equipment as may be on the site of the work and necessary therefore.

ARTICLE 7 – Payment

The Contractor shall submit invoices to the City at the end of each month for work performed under this Contract during such month and will attach to such invoices a copy of the time sheet, to be provided by the City, showing the name and classification of each employee of the Contractor and the number of hours worked by each employee. The Contractor shall furnish such additional information as the City may reasonably require to verify such invoices. Within thirty (30) days of the receipt of such invoice, the City will pay the Contractor for work covered by such invoices and satisfactory Completed in accordance with this Contractor.

ARTICLE 8 – Final Payment

Upon completion of the work and services covered by this Contract and before final payment, the Contractor must furnish evidence to satisfy the City that all suppliers of materials used and all labor and other employees working for the Contractor pursuant to this Contract have been fully

paid. Upon final payment, the City is to be released from all liability whatsoever growing out of this Contract.

ARTICLE 9 – Indemnification by Contractor

To the fullest extent permitted by all applicable laws and regulations, the Contractor hereby agrees to protect, indemnify and hold harmless the City and their consultants, agents and employees from and against any and all claims, loss, expense, damage, charges and costs direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professional and court costs), collectively referred to as "claims," for injury to or death of persons and injury to or destruction of property suffered or alleged to have been suffered as a result of any act or omission on the part of the Contractor, any of the Contractor's subcontractors, anyone for whose acts any of them may be liable, or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in the Contract, except such injury, destruction or death as may be caused by the sole negligence or fault of the City.

When the City submits notice, the Contractor shall promptly defend any aforementioned action. In any and all claims against the City or any of their consultants, agents or employees by any employee of the Contractor, any of the Contractor's subcontractors, anyone for whose acts any of them may be liable, or others whose services are engaged by the Contractor or any directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in the Contract, the indemnification obligation described herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts. The limits of insurance required in this Contract shall not limit the Contractor's obligations under this article.

The terms of this article shall survive the termination or suspension of this Contract.

ARTICLE 10 – Rate of Progress

Notwithstanding any other provision in this Contract, the Contractor shall furnish sufficient labor, materials, supplies, tools, and equipment, and shall work such hours, including overtime, Sundays, and/or Holidays, as may be necessary to carry out the work in accordance with the approved schedules for its completion not later than the respective times allowed for completion set forth in these Contract Documents. Should the Contractor refuse or fail to comply with its obligations set forth in the preceding sentence after receipt of any written directive or request by the City that the Contractor furnish additional labor, materials, supplies, tools, and equipment, and/or work additional hours, including overtime, Sundays, and/or Holidays, the City may terminate the Contractor's right to proceed with the whole or any part of the work under this Contract.

ARTICLE 11 – Compliance with All Laws, Ordinances, Statutes, and Regulations

The Contractor shall comply with all federal, state, county and local laws, ordinances, statutes, and regulations. The Contractor shall comply with the requirements for work zone traffic control contained in Part 6 "Temporary Traffic Control" of the Manual on Uniform Traffic Control Devices for Streets and Highways, 2009 (as revised in 2012) edition, and subsequent revision thereto while performing work under this Contract. It is the responsibility of the Contractor to provide adequate personnel for flagging and/or sign paddles for control of traffic in the work zone at all times.

ARTICLE 12 – Insurance

The Contractor shall at all times during the Contract maintain in full force and effect Comprehensive General Liability, Workers' Compensation and Property Damage Insurance in the amounts set forth below and naming the City Of Bentonville, Arkansas as an ***additional insured***.

The Contractor shall maintain policies providing the following insurance protection, each policy containing a requirement that, in the event of change or cancellation, thirty (30) days' prior written notice be sent by mail to the City. Certificates of Insurance describing the coverage shall be furnished by the Contractor and shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is issued and are in force at this time. IN the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days' prior written notice will be given the certificate holder."

1. Comprehensive General Liability:

Bodily Injury	\$1,000,000	each occurrence
	\$1,000,000	aggregate
Property Damage	\$1,000,000	each occurrence
Or Combined Single Limit of	\$1,000,000	

2. Workers' Compensation and Employer's Liability as provided for in applicable statutes.

3. Comprehensive Automotive Liability (Including all owned, non-owned and hired vehicles)

Bodily Injury	\$1,000,000	each person
	\$1,000,000	each occurrence
Property Damage	\$1,000,000	each occurrence
Or Combined Single Limit of	\$1,000,000	

The Contractor may purchase at its own expense such additional or other insurance protection as it may deem necessary. Maintenance of the required minimum insurance protection does not relieve the Contractor of responsibility for any losses not covered by the above-required policies.

Before commencement of work hereunder, the Contractor agrees to furnish to the City Of Bentonville (Purchasing Department, 117 W. Central Ave., Bentonville, Arkansas 72712) a Certificate of Insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force.

ARTICLE 13 – Permits and Licenses

The Contractor shall obtain, at the Contractor's expense, all permits, licenses and bonds required by law or ordinance and maintain the same in full force and effect.

ARTICLE 14 – Superintendence by the Contractor

The Contractor shall give its personal superintendence to the work or have a competent foreman or superintendent satisfactory to the City on the site at all times during the progress of the work, with authority to act on behalf of the Contractor.

ARTICLE 15 – Termination

Notwithstanding any other provision in this Contract, the Contractor shall furnish all labor, materials, supplies, tools and equipment necessary to perform the work and services within allowed times for completion as set forth in the Contract. Should the Contractor refuse or fail to comply with its obligations, or in the event the Contractor shall violate any of the provisions of this Contract, or the quality or quantity of the work performed is, in the judgment of the City, below standard and therefore unsatisfactory, the City shall notify the Contractor in writing giving the Contractor ten (10) days to correct such work. In the event such work is not corrected within said ten (10) days, the City shall have the right to cancel this Contract, terminate the Contractor's right to continue the work, and complete the work undertaken by the contractor without incurring any liability to the Contractor except to pay the Contractor the fair value to the City of the work satisfactorily performed by the Contractor.

ARTICLE 16 – Termination of Contract for Cause

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least twenty-four (24) hours before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

ARTICLE 17 – Anti-Discrimination

The Contractor, in performing the work or furnishing the services covered by this Contract, shall not discriminate against any person because of race, creed, color, national origin, age, sex, sexual orientation, disability, religion or other legally protected status. The City Of Bentonville encourages the utilization of minority and women-owned businesses in its contracting and subcontracting projects and the Contractor is encouraged to actively solicit the participation of these businesses. The Contractor shall inform all of its subcontractors and vendors providing work or services under this Contract of this requirement and shall ensure compliance therewith.

ARTICLE 18 - Personnel

- A. The Contractor represents that it has, or will, secure at the Contractor's expenses, all personnel required to perform the work and services outlined in this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.
- B. All of the services required hereunder will be performed by the Contractor or under the Contractor's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local laws to perform such services.

ARTICLE 19 – Reports and Information

At such times and in such forms as the City may require, the Contractor shall furnish to the City such periodic reports as are requested by the City pertaining to the work and services covered by this Contract, the costs and obligations incurred or to be incurred in connection herewith, and any other matters covered by this Contract. The City can audit the Contractor's and the Contractor's subcontractors' financial records pertaining to this project.

ARTICLE 20 – Governing Law

This Contract is governed by the laws of the State of Arkansas.

IN WITNESS WHEREOF, the parties hereto have executed the Contract as of the day and year first above written, the City Of Bentonville, by its Mayor, by authority duly given.

APPROVED AS TO FORM AND LEGALITY:

CITY OF BENTONVILLE, ARKANSAS

City Attorney

Mayor

(CONTRACTOR)

Signature

(Printed or Typed Name and Title)

Attachments: Specifications and Requirements
Bid Documents
Contractor's Bid



Electrical Contractors

BILL'S ELECTRIC, INC.

Employee Owned



City Of Bentonville Eelectric Utilities Department

2.0 Prequalification's

Tax ID # 44-06661886

Duns # 03-117-0129

AR License # 0077850418

Masters on record # M 5306

Corporate:
P.O. Box 707
1716 Falcon Street
Webb City, MO 64870
Ph. (417) 624-6660
Fax (417) 624-6966
bei@beijoplin.com

Lowell Office:
P.O. Box 1395
313 S. Lincoln Street
Lowell, AR 72745
Ph. (479) 770-5300
Fax (479) 770-5301

Springfield Office:
732 N. Miller Ave.
Springfield, MO 65802
Ph. (417) 865-2455
Fax (417) 865-2425

Claremore Office:
9554 Alawhe Drive
Claremore, OK 74019
Ph. (918) 341-4414
Fax (918) 341-1414



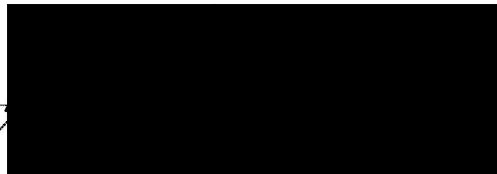
**City of Bentonville Electric Utilities Department
Streetlight Installation Blanket
Bid Form**

Line Item Number	BEUD DS Number	Description	QTY	Price Each	Ext Price
SETTING POLES/FIXTURES^{1 2}					
1	DS-1101	18' Aluminum Pole / Contempro Fixture	1	\$ 630	- \$ -
2	DS-1102	12' Wadsworth Pole / Granville Fixture	1	\$ 255	- \$ -
3	DS-1103	12' Wadsworth Pole / Arlington Fixture	1	\$ -	- \$ -
4	DS-1104	12' Wadsworth Pole / Syracuse Fixture	1	\$ -	- \$ -
5	DS-1105	12' Wadsworth Pole / Gold Granville Fixture	1	\$ -	- \$ -
6	DS-1106	12' North Yorkshire Pole / Granville Fixture	1	\$ -	- \$ -
7	DS-1107	12' North Yorkshire Pole / Arlington Fixture	1	\$ -	- \$ -
8	DS-1108	12' North Yorkshire Pole / Syracuse Fixture	1	\$ -	- \$ -
9	DS-1109	12' Charleston Pole / Granville Fixture	1	\$ -	- \$ -
10	DS-1110	12' Charleston Pole / Arlington Fixture	1	\$ -	- \$ -
11	DS-1111	12' Charleston Pole / Syracuse Fixture	1	\$ -	- \$ -
12	DS-1112	12' Charleston Pole / Gold Granville Fixture	1	\$ -	- \$ -
13	DS-1113	12' Wadsworth Sitelink Pole / Granville Fixture	1	\$ -	- \$ -
14	DS-1114	12' Wadsworth Pole / Granville Fixture with receptacle	1	\$ -	- \$ -
15	DS-1115	12' Wadsworth Pole / Cincinnati Arm / (2) Arlington Fixtures	1	\$ 265	- \$ -
16	DS-1116	12' Wadsworth Pole / Cincinnati Arm / (2) Syracuse Fixtures	1	\$ -	- \$ -
17	DS-1117	12' North Yorkshire Pole / Cincinnati Arm / (2) Arlington Fixtures	1	\$ -	- \$ -
18	DS-1118	12' Charleston Pole / Cincinnati Arm / (2) Gold Granville Fixtures	1	\$ -	- \$ -
19	DS-1119	12' Charleston Pole / Cincinnati Arm / (2) Arlington Fixtures	1	\$ -	- \$ -
20	DS-1120	12' Wadsworth Pole / Cleveland Arm / (2) Arlington Fixtures	1	\$ -	- \$ -
21	DS-1121	22' Columbia Pole / Washington Fixture	1	\$ 410	- \$ -
22	DS-1122	22' Columbia Pole / 4' Arm / Memphis Fixture	1	\$ 410	- \$ -
23	DS-1123	22' Columbia Pole / 4' Arm / Memphis Fixture with receptacle	1	\$ 420	- \$ -
24	DS-1124	30' Columbia Pole / 6' Arm / Memphis Fixture with receptacle ⁴	1	\$ 510	- \$ -
25	DS-1125	30' Columbia Pole / 12' Arm / (2) Memphis Fixtures with receptacle ⁴	1	\$ 530	- \$ -
WIRING³					
26	DS-1141	Wiring - 120V or 277V - 2 Wire	1	\$ 45	- \$ -
27	DS-1142	Wiring - 120V with Receptacle - 3 Wire	1	\$ 65	- \$ -
28	DS-1143	Wiring - 240V - 3 Wire	1	\$ 45	- \$ -
29	DS-1144	Wiring - 240V with Receptacle - 4 Wire	1	\$ 65	- \$ -
Total Bid \$					-

NOTES:

- 1 - Price for setting poles / fixtures includes transportation from BEUD facility to project site, setting pole on existing foundation, mounting fixture to pole, and securing to concrete base with BEUD supplied hardware
- 2 - Include price for supplying wire for fixture and/or receptacle per line item.
- 3 - Price for wiring includes installing wire to fixture inside pole, terminating to BEUD source conductors, and grounding
- 4 - For 30' poles, clam shell base will be installed by Contractor AFTER BEUD inspection process

Bid Submitted By: _____



Streetlight Installation
Bid Form
Page 1 of 1



2901 Arizona Avenue | Joplin, Missouri 64804
(417) 623-7500 | 800-444-8675 | Fax (417) 623-0902
www.theinsurancecenter.com

October 30, 2017

City of Bentonville
1107 W. Central
Bentonville, AR 72712

To Whom It May Concern:

We are providing this information at the request of our principal.

CNA Surety has been providing surety bonds for Bill's Electric, Inc., since August 2006 and has supported them on bonds covering jobs in the \$15,000,000 range with a potential work program in the \$40,000,000 range.

We continue to be confident in Bill's Electric, Inc's ability to perform, and we recommend them for your favorable consideration.

This letter is not to be construed as an agreement to provide surety bonds for any particular project, but is offered as an indication of our past experience and confidence in this firm. Any specific request for bonds will be underwritten on its own merits.

Sincerely,

Diana Turnbull, AAI, CIC
Senior Account Service Manager

DT:dt



Electrical Contractors

BILL'S ELECTRIC, INC.

Employee Owned



City Of Bentonville Electric Utilities Department

2.2 Boom Lift

Corporate:

P.O. Box 707
1716 Falcon Street
Webb City, MO 64870
Ph. (417) 624-6660
Fax (417) 624-6966
bei@beijoplin.com

Lowell Office:

P.O. Box 1395
313 S. Lincoln Street
Lowell, AR 72745
Ph. (479) 770-5300
Fax (479) 770-5301

Springfield Office:

732 N. Miller Ave.
Springfield, MO 65802
Ph. (417) 865-2455
Fax (417) 865-2425

Claremore Office:

9554 Alawhe Drive
Claremore, OK 74019
Ph. (918) 341-4414
Fax (918) 341-1414

STATE OF MISSOURI									
CERTIFICATE OF TITLE									
00280HK353			DUPLICATE			TITLE NUMBER T0421257			
VEHICLE IDENTIFICATION NUMBER 2FZHAJAA7YAG02025			YEAR 2000	MAKE STRG	MODEL	BODY STYLE PICKU	FUEL		
CYL.	HP	PREVIOUS STATE	MILEAGE AT TIME OF TRANSFER *	TAX PAID	PURCHASE DATE 01/23/2004	DATE ISSUED 12/18/2008			
OWNER BILLS ELECTRIC INC PO BOX 707 WEBB CITY MO 64870					MAIL TO BILLS ELECTRIC INC PO BOX 707 WEBB CITY MO 64870				
VEHICLE SUBJECT TO FOLLOWING LIEN(S)					Lien release - To release any lien shown on this face of this title, the lienholder must complete a notarized Lien Release (DOR-4809) to be attached to this title before the purchaser applies for a Certificate of Title.				
FIRST LIEN		LIEN DATE							
SECOND LIEN		LIEN DATE		Any person who knowingly and intentionally submits a separate document releasing a lien of another without authority to do so shall be guilty of a class C felony. (301.640 RSMo)					
BUYER ON REVERSE SIDE MUST TITLE IN 30 DAYS TO AVOID PENALTY									
MILEAGE STATEMENT									
*EXEMPT FROM MILEAGE REQUIREMENTS									
EFFECTIVE 1/1/06 YOU MUST SUBMIT A NOTICE OF SALE TO THE DEPARTMENT OF REVENUE WITHIN 30 DAYS OF SELLING THIS VEHICLE.									
MOR 660-0331 (1/2/06)			05747532						
ANY ALTERATION OR ERASURE VOIDS THIS TITLE									

CRANE TRUCK CO

BEI

Electrical Contractors

BILL'S ELECTRIC, INC.

Employee Owned



City Of Bentonville Electric Utilities Department

2.2 Bucket Truck

Corporate:

P.O. Box 707
1716 Falcon Street
Webb City, MO 64870
Ph. (417) 624-6660
Fax (417) 624-6966
bei@belioplinc.com

Lowell Office:

P.O. Box 1395
313 S. Lincoln Street
Lowell, AR 72745
Ph. (479) 770-5300
Fax (479) 770-5301

Springfield Office:

732 N. Miller Ave.
Springfield, MO 65802
Ph. (417) 865-2455
Fax (417) 865-2425

Claremore Office:

9554 Alawhe Drive
Claremore, OK 74019
Ph. (918) 341-4414
Fax (918) 341-1414

STATE OF MISSOURI
CERTIFICATE OF TITLE

034788A310

ORIGINAL

TITLE NUMBER
TTN36100

VEHICLE IDENTIFICATION NUMBER
1FDWF37S7XEA03357

YEAR
1999

MAKE
FORD

BODY STYLE
TRUCK

HP PREVIOUS STATE

MILEAGE AT TIME OF TRANSFER

TAX
EX 06

PURCHASE DATE
01/11/2017

DATE ISSUED
01/13/2017

OWNER
**BILLS ELECTRIC INC
PO BOX 707
WEBB CITY**

MO 64870

MAIL TO

**BILLS ELECTRIC INC
PO BOX 707
WEBB CITY MO 64870-0707**

VEHICLE SUBJECT TO FOLLOWING LIEN(S)

FIRST LIEN

LIEN DATE

Lien release - To release any lien shown on the face of this title, the lienholder must complete a notarized Lien Release (DOR 4409) to be attached to this title before the purchaser applies for a Certificate of Title.

SECOND LIEN

LIEN DATE

Any person who knowingly and intentionally submits a separate document releasing a lien of another without authority to do so shall be guilty of a class C felony. (301.640 RSMo)

BUYER ON REVERSE SIDE MUST TITLE IN 30 DAYS TO AVOID PENALTY

MILEAGE STATEMENT

*EXEMPT FROM MILEAGE REQUIREMENTS

EFFECTIVE 1/1/06 YOU MUST SUBMIT A NOTICE OF SALE TO THE DEPARTMENT OF REVENUE WITHIN 30 DAYS OF SELLING THIS VEHICLE.

21551658

ACTING DIRECTOR OF REVENUE

ANY ALTERATION OR ERASURE VOIDS THIS TITLE

BEI

Electrical Contractors

BILL'S ELECTRIC, INC.

Employee Owned



City Of Bentonville Electric Utilities Department

2.2 Trailer

Corporate:

P.O. Box 707
1716 Falcon Street
Webb City, MO 64870
Ph. (417) 624-6660
Fax (417) 624-6966
bei@beijoplin.com

Lowell Office:

P.O. Box 1395
313 S. Lincoln Street
Lowell, AR 72745
Ph. (479) 770-5300
Fax (479) 770-5301

Springfield Office:

732 N. Miller Ave.
Springfield, MO 65802
Ph. (417) 865-2455
Fax (417) 865-2425

Claremore Office:

9554 Alawhe Drive
Claremore, OK 74019
Ph. (918) 341-4414
Fax (918) 341-1414

STATE OF MISSOURI
CERTIFICATE OF TITLE

034666A151

ORIGINAL

TITLE NUMBER
TGP11867



VEHICLE IDENTIFICATION NUMBER
3CVTH2024H2560638

YEAR
2017

MAKE
PJTR

BODY STYLE
TRLER

HP PREVIOUS STATE

MILEAGE AT TIME OF TRANSFER

TAX
PAID

PURCHASE DATE
05/16/2017

DATE ISSUED
05/31/2017

OWNER
BILLS ELECTRIC INC
PO BOX 707
WEBB CITY

MO 64870

MAIL TO 0010-000



BILLS ELECTRIC INC
PO BOX 707
WEBB CITY MO 64870-0707

VEHICLE SUBJECT TO FOLLOWING LIEN(S)

FIRST LIEN

LIEN DATE

Lien release - To release any lien shown on the face of this title, the lienholder must complete a notarized Lien Release (DOR-4809) to be attached to this title before the purchaser applies for a Certificate of Title.

SECOND LIEN

LIEN DATE

Any person who knowingly and intentionally submits a separate document releasing a lien of another without authority to do so shall be guilty of a class C felony. (301.640 RSMo)

BUYER ON REVERSE SIDE MUST TITLE IN 30 DAYS TO AVOID PENALTY

MILEAGE STATEMENT

EFFECTIVE 1/1/06 YOU MUST SUBMIT A NOTICE OF SALE TO THE DEPARTMENT OF REVENUE WITHIN 30 DAYS OF SELLING THIS VEHICLE.

22361910

DIRECTOR OF REVENUE DOR-567 (07/2016)

ANY ALTERATION OR ERASURE VOIDS THIS TITLE

58017

(918) 342-1044 Retail - (918) 341-6615 Mfg.

Bills Electric Inc
17th Floor
300 W. Madison St.

INVOICE		58017
SHIP TO	INVOICE DATE	
	CUSTOMER ORDER NO.	13/19/02

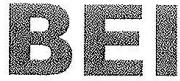
QUANTITY	QUANTITY ORDERED	BACK ORDERED	STOCK NO.	DESCRIPTION	UNIT PRICE	PER	AMOUNT
1				25' + D6N 2-10K 3/11T 10ply 2015 20.000 baw. CIN # 1344525293C085283 10/2003			54.39 00
				David # 12073			
				Reic			
				NET 16 DAYS			
				AFTER 16 DAYS THERE WILL BE A 2% FINANCE CHARGE.			
				THERE IS A 15% RESTOCKING CHARGE ON RETURNABLE ITEMS			
				SUB-TOTAL			54.39 00
				TAX			0.11 72
				TOTAL			54.39 00

SALES TAX WILL BE CHARGED BY OK LAW EXCEPT FOR
SALES TAX EXEMPT AND THOSE TAGGING IN THE STATE
OF OKLAHOMA.

ACCEPTED/AGREED BY:

WHITE & YELLOW • OFFICE • PINK • CUSTOMER ORIGINAL

Thank You



Electrical Contractors

BILL'S ELECTRIC, INC.

Employee Owned



City Of Bentonville Electric Utilities Department

2.4 Masters Licenses

Corporate:

P.O. Box 707
1716 Falcon Street
Webb City, MO 64870
Ph. (417) 624-6660
Fax (417) 624-6966
bei@beijopin.com

Lowell Office:

P.O. Box 1395
313 S. Lincoln Street
Lowell, AR 72745
Ph. (479) 770-5300
Fax (479) 770-5301

Springfield Office:

732 N. Miller Ave.
Springfield, MO 65802
Ph. (417) 865-2455
Fax (417) 865-2425

Claremore Office:

9554 Alawhe Drive
Claremore, OK 74019
Ph. (918) 341-4414
Fax (918) 341-1414

State of Arkansas
Board of Electrical Engineers

THIS IS TO CERTIFY
Jeremy W Sullivan

[REDACTED]

IS LICENSED AS
MASTER ELECTRICIAN
IN THE STATE OF ARKANSAS

Expires: 11/30/2007

M-7796



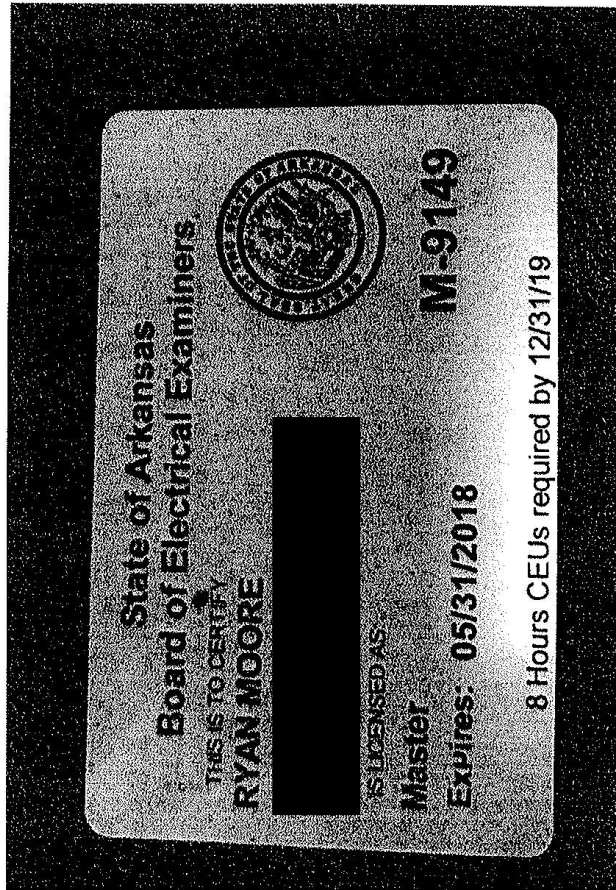
STATE OF TEXAS
JEREMY W SULLIVAN

MASTER ELECTRICIAN



LICENSE NUMBER 194636
EXPIRES 06/15/2011

TEXAS DEPARTMENT OF LICENSING AND REGULATION



**State of Arkansas
Board of Electrical Examiners**

THIS IS TO CERTIFY
NICHOLAS PILGRIM



IS LICENSED AS:

Master

Expires: 09/30/2018

M-9042

8 Hours CEUs required by 12/31/19

State of Arkansas
Board of Electrical Examiners

THIS IS TO CERTIFY
JASON UNDERWOOD



IS LICENSED AS:

Master

Expires: 07/31/2020



M-8235

8 Hours CEUs required by 12/31/19

State of Arkansas
Board of Electrical Examiners

THIS IS TO CERTIFY
JASON UNDERWOOD



IS LICENSED AS:

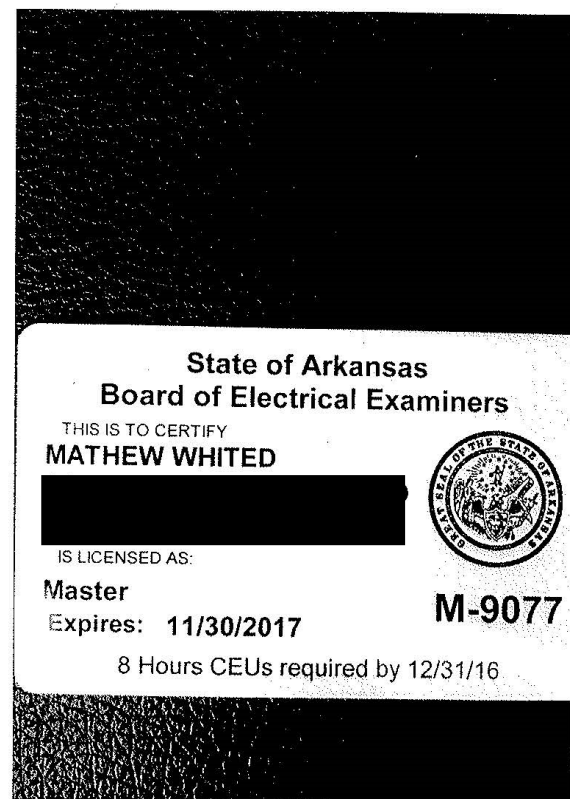
Journeyman

Expires: 01/31/2018



J-7795

8 Hours CEUs required by 12/31/19





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

AGENDA FORM

CITY COUNCIL MEETING OF:

November 14, 2017

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

A resolution authorizing the Mayor and City Council to declare approximately 61,000 cubic yards of topsoil surplus and enter into an agreement with Chev's Trucking to purchase the surplus topsoil for \$0.25/cy, totaling \$15,268.50.

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	\$ -

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



M E M O R A N D U M

DATE: November 8, 2017

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, PE – Engineering Director

RE: **Declaring Excess Topsoil as Surplus**

Staff recommends declaring excess topsoil surplus entering into a contract with Chev's Trucking to purchase the 61,074 cubic yards of surplus topsoil located at the Bentonville Municipal Complex for \$0.25/cy, totaling \$15,268.50.

During the construction of the new Municipal Complex, the decision was made to store any excess topsoil on-site instead of hauling it off in order to save money. The cost of hauling the topsoil off was \$4.00/cy, or \$244,296.00. Because the money was saved during construction and it will now be sold to a contractor, the net gain to the City is \$259,564.50.

The removal will take place over a 7-month period due to limiting Chev's to operating during the business hours of the Municipal Complex.

DOCUMENT

AGREEMENT FORM BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2017 by and between City of Bentonville (hereinafter called OWNER) and Chev's Trucking Inc. (hereinafter called CONTRACTOR).

The OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. Work

The CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows:

Removal of approximately 61,000 Cubic Yards of Top soil for a price of .25 per Yard to be paid to the City of Bentonville

Article 2. OWNER'S REPRESENTATIVE(S)

Travis Matlock, P.E.
Engineering Director
3200 SW Municipal Drive

who is hereinafter called OWNER'S REPRESENTATIVE and who is to act as the OWNER'S REPRESENTATIVE, assume all duties and responsibilities and have the rights and authority assigned to the OWNER in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

Article 3. Contract Time

- 3.1 The work will be substantially completed within 210 days after the date when the Contract Time commences.

Article 4. Contract Price

The CONTRACTOR shall pay the OWNER for completion of the work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined from the following Schedule of Values pursuant to paragraphs 4.1 and 4.2 below.

- 4.1 For all work, an amount equal to the sum of the established lump sums for each separately identified item of Lump Sum work as indicated in the following Schedule of Values.

.25 per Cubic yard for top soil removed

Article 5. Payment Procedures

- 5.1 Progress Payments: The Contractor shall make progress payments monthly for quantities of soil removed based on hauling tickets provided to the City on a daily basis.

Article 6. Contractor's Representations

In an effort to encourage the OWNER to enter into this Agreement, the CONTRACTOR makes the following representations:

- 6.1 The CONTRACTOR has examined and carefully studied the Contract Documents and the other related data.
- 6.2 The CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and specific site conditions that may affect cost, progress, performance and furnishing of the work.
- 6.3 The CONTRACTOR is familiar with and is satisfied regarding all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the work.
- 6.5 The CONTRACTOR is aware of the general nature of the work to be performed by the OWNER and others at the site that relates to the work as indicated in the Contract Documents. The contractor also understands that all work is to be done during the normal hours of operation Monday through Friday from 7:00 AM to 4:00 PM.
- 6.7 The CONTRACTOR has given the OWNER'S REPRESENTATIVE copies of required Liability Insurance and Workers Compensation Insurance naming the City of bentnville as Other Insured over the course of the project.

Article 7. Contract Documents

The Contract Documents which comprise the entire agreement between the OWNER and the CONTRACTOR concerning the work consist of the following:

- 7.1 This Agreement (pages 1 to _____, inclusive).
- 7.4 Certificate of Insurance, identified as exhibits.
- 7.7 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
- 7.7.1 Notice of Award
- 7.7.2 Notice to Proceed

Article 8. Miscellaneous

- 8.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due

may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the Owner or the Contractor from any duty or responsibility under the Contract Documents.

- 8.2 The OWNER and the CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.3 Any provision or part of the Contract Documents held to be void to unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the OWNER and the CONTRACTOR, who agree that the Contract Documents 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.

IN WITNESS WHEREOF, the OWNER and the CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to the OWNER, the CONTRACTOR, and the OWNER'S REPRESENTATIVE. All portions of the Contract Documents have been signed, initialed or identified by the OWNER and the CONTRACTOR or identified by the OWNER'S REPRESENTATIVE on their behalf.

This Agreement will be effective on _____, 2017 (which is the Effective Date of the Agreement).

OWNER _____

CONTRACTOR _____

By: _____

By: _____

Corporate Seal:

Corporate Seal:

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

License No. _____

Agent for service of process: _____

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

End of Document 00500

RESOLUTION NO. _____

**A RESOLUTION DECLARING CERTAIN PROPERTY
BELONGING TO THE CITY OF BENTONVILLE 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, specifically described as approximately 61,000 cubic yards of excess topsoil at the Bentonville Municipal Complex, is hereby declared to be surplus and the City is authorized to enter into an agreement with Chev's Trucking for the sale of such topsoil, as set forth in the attached Exhibit.

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 _____, 2017.

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:

November 14, 2017

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

A ordinance authorizing the Mayor and City Council to waive the requirement of competitive bidding and enter into an agreement with Fochtman Enterprises, Inc. to place red-dyed concrete on top of existing underground electric feeders along SW "F" St. in the amount of \$23,100.00.

COST TO CITY:

Cost of this Request: \$23,100

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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>11/8/2017</u>		
Requested by:	<u>Travis Matlock</u>		
Department:	<u>Electric</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Red-dyed concrete</u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Fochtman Enterprises, Inc.</u>		
	<u>PO Drawer 1168</u>		
	<u>Fayetteville, AR 72702</u>		
Amount:	Base Amount:	\$	<u>23,100.00</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>23,100.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Fochtman Enterprises is currently mobilized on site. BEUD request entering into an agreement with them to place red-dyed concrete over existing underground electric conduit that does not have proper cover.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-18-99			

MEMORANDUM

DATE: November 9, 2017

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, PE – Engineering Director

RE: Fochtman Enterprises – Red-dyed concrete

Staff recommends waiving the requirements of competitive bidding and enter into an agreement with Fochtman Enterprises, Inc. to place red-dyed concrete over existing underground feeders along SW "F" St. in the amount of \$23,100.00.

As the Walton Crossing Development began construction, it was discovered that the four (4) underground electric feeders leaving "F" Sub and heading south did not have the required 48" of cover. In order to protect the feeders red-dyed concrete must be placed over the top of the feeders (6" on top and sides).

Fochtman Enterprises is the contractor that is currently mobilized on site, working for the Developer. They will be placing the concrete as they continue to prepare the site for the Walton Crossing Development.

FOCHTMAN ENTERPRISES, INC.



OCTOBER 24, 2017

TO: TRAVIS MATLOCK

RE: CITY OF BENTONVILLE
BENTONVILLE, AR
UNIT PRICE BID

ITEM #	ITEM	UNIT	QUANTITY	UNIT	EXTENDED
1)	RED DYED CONCRETE WITHOUT REBAR	CY	110	\$ 210.00	\$ 23,100.00

NOTES TO BID:

- 1) NO HAUL OFF
- 2) PRICING IS BASED ON THE EXISTING PIPE BEING AT THE SAME ELEVATION AND THE CONCRETE CAP BEING NO MORE THAN 7.5 ' WIDE ON TIP.
- 3) PRICING DOES NOT INCLUDE REBAR.

THANK YOU FOR THE OPPORTUNITY TO BID THIS PROJECT

PRESIDENT

P.O. Drawer 1168 • Fayetteville, AR 72702 • 479-521-6082

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE
CITY CLERK TO ENTER INTO AN AGREEMENT WITH
FOCHTMAN ENTERPRISES FOR CONCRETE WORK
RELATED TO UNDERGROUND ELECTRIC 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 extend the agreement with Fochtman Enterprises for the placement of red-dyed concrete over existing underground electric conduit that does not have proper cover as set forth in the proposal attached hereto as Exhibit "A".

Section 2: Because Fochtman Enterprises is currently mobilized on site and can currently perform this project more efficiently than an additional contractor could, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2017.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

November 14, 2017

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Parks and Recreation is requesting approval of change order, in the amount of \$1,000.00, authorizing an Extra Work Authorization (EWA) with CEI Engineering for the Citizens Park Tennis Complex.

COST TO CITY:

Cost of this Request: \$1,000

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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
Date: November 6, 2017
Re: City Council approval of a change order, in the amount of \$1,000, authorizing an Extra Work Authorization (EWA) with CEI Engineering for the Citizens Park Tennis Complex.

Parks and Recreation is seeking City Council's approval of an Extra Work Authorization with CEI Engineering, in the amount of \$1,000.00. The current value of the contract for the design project is \$34,125.00. This EWA will increase the contract total to \$35,125.00.

This authorization is to compensate for the design of the lighting throughout the park. The original contract called for the reuse of lighting plans at the Memorial Park Tennis Complex. However, after visiting with Bentonville Electric Department, they requested an outside engineer design everything from the transformer to the facility. The engineers on the project can complete the task. However, the contract total should increase to compensate them for the task.

The additional task does not add time to the schedule of the delivered product. The plans should be complete by the end of the year. If the tennis courts are approved in the 2018 operational budget, this project will be bid during the first quarter of 2018.

If you have any questions regarding this item, please call me at 479.464.7275 or email dwright@bentonvillear.com.



EXTRA WORK AUTHORIZATION

☒ ADDITIONAL WORK

☐ CHANGE IN SCOPE OF SERVICES

WORK WILL BE PERFORMED UNDER THE SAME TERMS & CONDITIONS AS IN ORIGINAL AGREEMENT: UNLESS OTHERWISE STATED

THESE SERVICES WERE VERBALLY DIRECTED AND/OR APPROVED BY: City of Bentonville/ David Wright ON: 10/17/17

DATE: 10/26/17
CLIENT: The City of Bentonville
PROJECT NAME: Citizens Park Tennis Courts
CLIENT CONTACT: David Wright
PROJECT NO.: 30274.0
PROJECT MANAGER: Jacob Shy
DATE OF CURRENT CONTRACT: 06/16/2017

Description of Services: CEI to pay JKJ Architects to prepare riser diagram that incorporates site lighting and site restroom facility.
Compensation: \$1,000

If this Authorization is not executed within 30 days, it becomes null and void. This Authorization is only valid if addressed and executed by the authorized signature of the original contracted entity or its assignment as approved per the original contract Terms and Conditions.

Agreed to by CEI ENGINEERING ASSOCIATES, INC.

Agreed to on this date: _____

[Redacted Signature]

(Company Name)

10/26/17
(Date)

(Company Authorized Representative & Title)

File
Distribution:

(Signature)

PLEASE SIGN & RETURN ORIGINAL

☐ CALIFORNIA
7543 N. Ingram Avenue
Suite 107
Fresno, CA 93711
(559) 447-3119
(559) 447-3129 FAX

☐ TEXAS - DALLAS
TriWest Plaza
3030 LBJ Freeway, Suite 100
Dallas, TX 75234
(972) 488-3737
(972) 488-6732 FAX

☐ TEXAS - HOUSTON
4800 Sugar Grove Boulevard
Suite 316
Stafford, TX 77477
(281) 494-0360
(281) 494-0309 FAX

☐ ARKANSAS
3108 SW Regency Parkway
Suite 2
Bentonville, AR 72712
(479) 273-9472
(479) 273-0844 FAX

☐ MINNESOTA
2025 Centre Point Boulevard
Suite 210
Mendota Heights, MN 55120
(651) 452-8960
(651) 452-1149 FAX

☐ PENNSYLVANIA
400 Spruce Street
Suite 400-A
Scranton, PA 18503
(570) 963-0313
(570) 963-5711 FAX