



## **BENTONVILLE CITY COUNCIL AGENDA**

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

**Tuesday, May 13, 2014 6:00 p.m.  
305 SW "A" Street**

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

**Tuesday, May 13, 2014 6:00 p.m.  
305 SW "A" Street**

**Pledge of Allegiance  
Moment of Silence – For our Military Forces  
Roll Call  
Approval of Minutes: April 22, 2014**

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### **AGENDA**

1. Planning:
  - 1a. **Joshua Knott: Lots 3 & 4 Wiens Acres, Lot Split, 4301 Southwest 2<sup>nd</sup> Street (Hwy 72), Zoned R-3, Medium Density Residential.**  
(pages 4-7)  
**The planning commission voted 7-0 recommending approval.**

The applicant has submitted a Lot Split application for property located at 4301 Southwest 2<sup>nd</sup> Street. The proposed plat as provided indicates the creation of two lots (Lot 3, 3.09 acres and Lot 4, 3.0 acres) of Wiens Acres subdivision. The proposed plat also shows the dedication of 5 feet of right-of-way and a 20 feet utility easement along Southwest 2<sup>nd</sup> Street.

- 1b. **Covington Trust (David Covington): Lot 3, Overland Place Subdivision, Property Line Adjustment, 1104 Southeast Walton Boulevard, Zoned C-2, General Commercial.**  
(pages 8-11)  
**The planning commission voted 7-0 recommending approval.**

The applicant has submitted a request to complete a Property Line Adjustment for property located at 1104 Southeast Walton Boulevard. The plat as provided indicates the dedication of additional right-of-way along Southeast Dodson Road to accommodate the master street plan requirements and address conflicts with proposed sidewalk, street plantings and existing utilities. Utility and drainage easements are also being dedicated for the proposed Large Scale Development.

1c. **2013 Community Development Block Grant (CDBG) Action Plan Amendment.**

**(pages 12-14)**

**The planning commission voted 7-0 recommending approval.**

2. A resolution setting a public hearing for May 27, 2014 for a utility easement vacation located at Lot 126 of Chapel Hill Subdivision. **(pages 15-17)**
3. City Council approval of a budget adjustment to recognize revenue awarded in the form of a grant from the Endeavor Foundation in the amount of \$70,500.00 toward the design and construction of the SE 6<sup>th</sup> Street Sidewalk Project creating a pedestrian connection between the Market District and Arts District. **(pages 18-20)**
4. Council approval of a resolution authorizing the Mayor and City Clerk to execute a warranty deed transfer with regard to the SW "I" South project. **(pages 21-28)**
5. An ordinance authorizing the Mayor and City Council to enter into an agreement with Mueller Systems, Inc. to install three phase commercial and industrial meters and scan into the system existing meters in an amount not to exceed \$69,000.00. **(pages 29-36)**
6. Recommend Mayor and City Council award bid to Kenworth for the purchase of two (2) cab & chassis' in the amount of \$146,000.00. **(pages 37-46)**
7. Council approval of a Resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Oros & Busch Application Technologies, Inc. for the transport and disposal of biosolids produced by the wastewater treatment plant in the amount not to exceed \$125,000.00. This is a 2014 budgeted item. **(pages 47-52)**
8. Resolution authorizing the Mayor to enter into the revised financial assurance contract of obligation with the Arkansas Department of Environmental Quality. **(pages 53-59)**
9. Parks and Recreation Staff seek City Council's approval of change order #1, in the amount of \$1,163.00, to Thomas Fence for the Elm Tree Ball Field fencing project. **(pages 60-61)**
10. Request the City Council approve one (1) new position for the Parks and Recreation Department; a "Recreation Services Manager"; salary grade 34. Please read the attached justification. This position will cost approximately \$40,000 for the remainder of 2014 and will require a budget adjustment for that amount. This position will eventually become the Community Center Manager when the new facility opens in April/May, 2015. **(pages 62-65)**

**City Council  
May 13, 2014**

**Joshua Knott: Lots 3 & 4 Wiens Acres, Lot Split, 4301 Southwest 2<sup>nd</sup> Street (Hwy 72), Zoned R-3, Medium Density Residential.**

**The planning commission voted 7-0 recommending approval.**

The applicant has submitted a Lot Split application for property located at 4301 Southwest 2<sup>nd</sup> Street. The proposed plat as provided indicates the creation of two lots (Lot 3, 3.09 acres and Lot 4, 3.0 acres) of Wiens Acres subdivision. The proposed plat also shows the dedication of 5 feet of right-of-way and a 20 feet utility easement along Southwest 2<sup>nd</sup> Street.

**Covington Trust (David Covington): Lot 3, Overland Place Subdivision, Property Line Adjustment, 1104 Southeast Walton Boulevard, Zoned C-2, General Commercial.**

**The planning commission voted 7-0 recommending approval.**

The applicant has submitted a request to complete a Property Line Adjustment for property located at 1104 Southeast Walton Boulevard. The plat as provided indicates the dedication of additional right-of-way along Southeast Dodson Road to accommodate the master street plan requirements and address conflicts with proposed sidewalk, street plantings and existing utilities. Utility and drainage easements are also being dedicated for the proposed Large Scale Development.

**2013 Community Development Block Grant (CDBG) Action Plan Amendment.**

**The planning commission voted 7-0 recommending approval.**

**Planning Commission Staff Report**  
**Lot Split: Lots 3 & 4 Wiens Acres**

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**TO:** Bentonville Planning Commission Members  
**THRU:** Troy Galloway, AICP, Community Development Director  
**FROM:** Jon Stanley, Planner  
**PC DATE:** May 6, 2014

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**GENERAL INFORMATION:**

**Project Number:** 14-05000008

**Applicant/Owner:** Joshua Knott

**Representative:** Rick Dayton (Ozark Civil Engineering)

**Engineer/Surveyor:** Ozark Civil Engineering

**Requested Action:** Lot Split Approval

**Location:** 4301 Southwest 2<sup>nd</sup> Street (Hwy 72)

**Existing Zoning:** R-3, Medium Density Residential

**Land Use Plan:** Residential Estate

**BACKGROUND:**

The applicant has submitted a Lot Split application for property located at 4301 Southwest 2<sup>nd</sup> Street. The proposed plat as provided indicates the creation of two lots (Lot 3, 3.09 acres and Lot 4, 3.0 acres) of Wiens Acres subdivision. The proposed plat also shows the dedication of 5 feet of right-of-way and a 20 feet utility easement along Southwest 2<sup>nd</sup> Street.

**SURROUNDING LAND USES AND ZONING:**

| Direction | Zoning                                      | Land Use           |
|-----------|---------------------------------------------|--------------------|
| North     | Benton County                               | Agriculture        |
| South     | A-1, Agricultural                           | Residential Estate |
| East      | R-E, Residential Estate & A-1, Agricultural | Residential Estate |
| West      | A-1, Agricultural & Benton County           | Residential Estate |

**STREETS**

| Direction | Name                             | Classification |
|-----------|----------------------------------|----------------|
| North     | Southwest 2 <sup>nd</sup> Street | Arterial       |
| South     | -                                | -              |
| East      | -                                | -              |
| West      | -                                | -              |

**STANDARD CONDITIONS OF APPROVAL**

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

**ISSUES / ANALYSIS:**

***Site Inspection:*** A site inspection was completed; the southern portion of this site is consist of a single family residence and the northern portion is vacant.

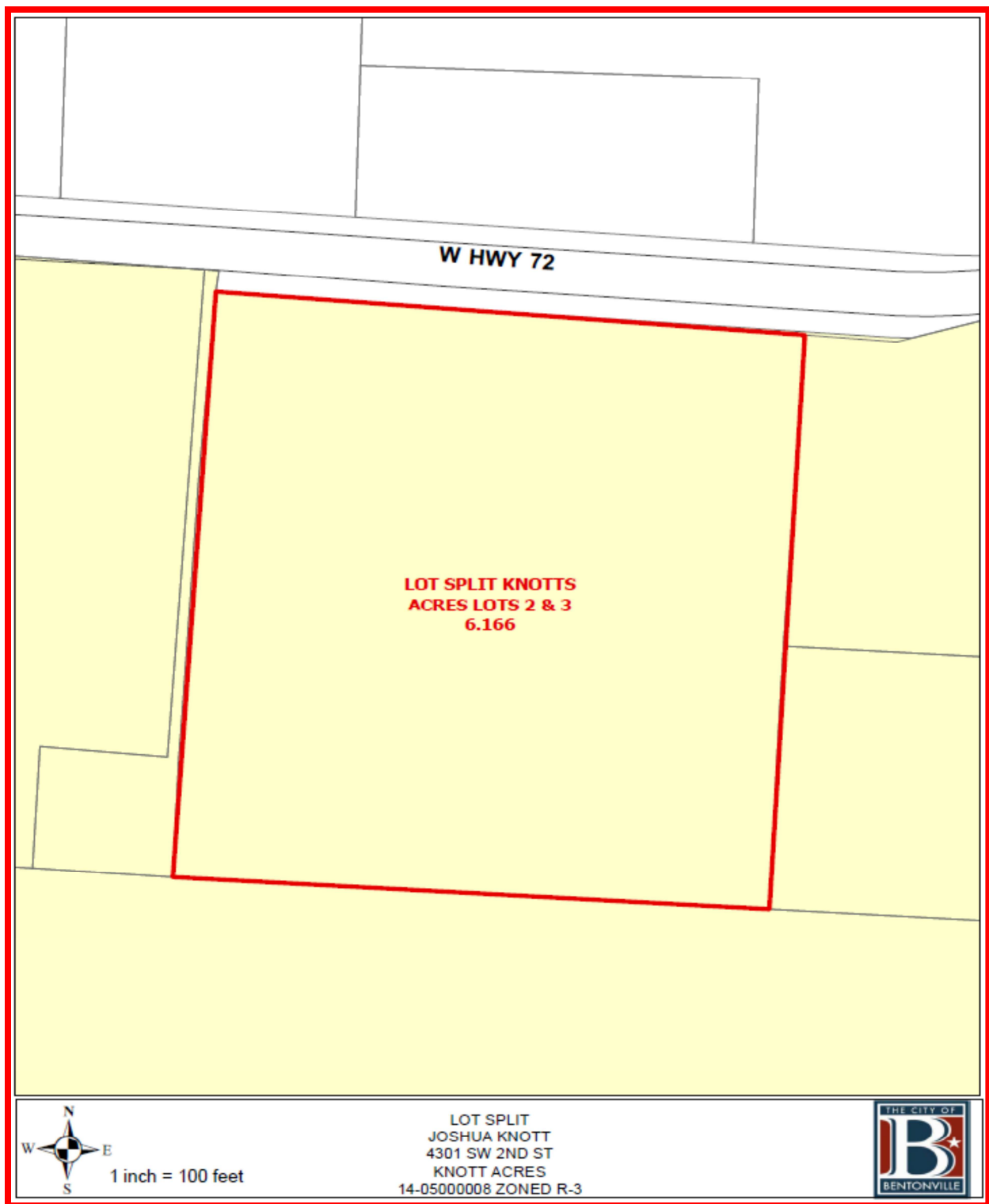
***Drainage Report:*** A drainage report is not required for this lot split.

***Water / Sewer:*** Per the G.I.S. site, water and sewer are NOT available to this location.

***Analysis / Conclusion:*** This lot split **DOES MEET** the minimum requirements of the subdivision regulations.

**RECOMMENDATION:**

Staff has reviewed this application and recommends **APPROVAL**.



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

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 3 & 4 WIENS ACRES, TO THE CITY OF BENTONVILLE, ARKANSAS.**

**WHEREAS**, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lot 3 & 4 Wiens Acres, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 6th day of May, 2014 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 3 & 4 Wiens Acres, 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 \_\_\_\_\_, 2014.**

**ATTEST**

**APPROVED**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

**Planning Commission Staff Report**  
**Property Line Adjustment: Lot 3, Overland Place Subdivision**

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**TO:** Bentonville Planning Commission Members  
**THRU:** Troy Galloway, AICP, Community Development Director  
**FROM:** Jon Stanley, Planner  
**PC DATE:** May 6, 2014

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**GENERAL INFORMATION:**

**Project Number:** 14-07000009

**Owner:** Covington Trust (David Covington)

**Applicant/Representative:** Terry Pool

**Requested Action:** Property Line Adjustment Approval

**Location:** 1104 Southeast Walton Boulevard

**Existing Zoning:** C-2, General Commercial

**Land Use Plan:** Commercial

**BACKGROUND:**

The applicant has submitted a request to complete a Property Line Adjustment for property located at 1104 Southeast Walton Boulevard. The plat as provided indicates the dedication of additional right-of-way along Southeast Dodson Road to accommodate the master street plan requirements and address conflicts with proposed sidewalk, street plantings and existing utilities. Utility and drainage easements are also being dedicated for the proposed Large Scale Development.

**SURROUNDING LAND USES AND ZONING:**

| Direction | Zoning                  | Land Use       |
|-----------|-------------------------|----------------|
| North     | C-2, General Commercial | Commercial     |
| South     | City of Rogers          | City of Rogers |
| East      | A-1, Agricultural       | Commercial     |
| West      | C-2, General Commercial | Commercial     |

**STREETS**

| Direction | Name                       | Classification |
|-----------|----------------------------|----------------|
| North     | Southeast Walton Boulevard | Arterial       |
| South     | -                          | -              |
| East      | -                          | -              |
| West      | Southeast Dodson Road      | Collector      |

**STANDARD CONDITIONS OF APPROVAL**

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

**ISSUES / ANALYSIS:**

***Site Inspection:*** A site inspection was completed; this site is currently comprised of a commercial business on the northern portion and is vacant on the southern portion.

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

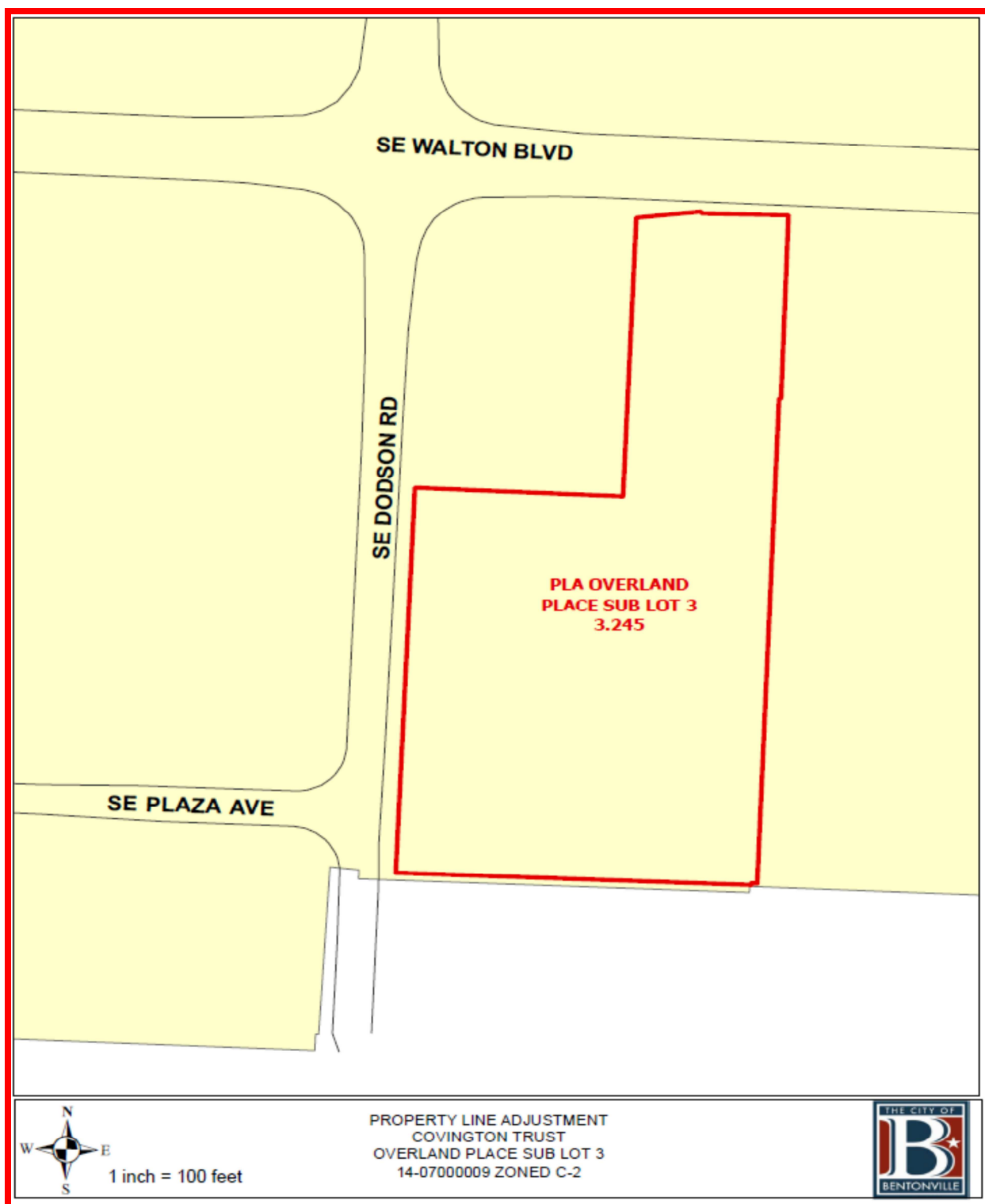
***Water / Sewer:*** Per the G.I.S. site, water and sewer are currently available to the site.

***Waiver(s):*** There are **NO** waiver request.

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

**RECOMMENDATION:**

Staff has reviewed this application and recommends **APPROVAL**.



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

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 3, OVERLAND PLACE SUBDIVISION 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 3, Overland Place Subdivision, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 6th day of May, 2014 and

**WHEREAS**, said plat 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 of 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 3, Overland Place 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 property line adjustment by certifying said acceptance on the approved property line adjustment.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014**

**ATTEST**

**APPROVED**

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**MAYOR**

**Planning Commission Staff Report**  
**2013 Community Development Block Grant (CDBG) Action Plan Amendment**

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**TO:** Bentonville Planning Commission Members  
**THRU:** Troy Galloway, Community Development Director  
**FROM:** Danielle Shasteen, Community Programs Coordinator  
**PC DATE:** May 6, 2014

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The 2013 Community Development Block Grant (CDBG) Action Plan is proposed to be amended by reallocating \$82,148.84 in CDBG funds from two projects to the Downtown Trail Extension Construction Project, Phase II.

The Downtown Trail Extension Construction Project, Phase II will cost \$99,076.80 and consists of constructing 500 linear feet of a 10-foot wide hard surface trail connecting SE "B" and SE "A" Streets. This trail connection is the final section to complete the Downtown Trail, linking to the Town Branch Trail, which is part of the Regional Razorback Greenway.

The two amendments to the 2013 Action Plan include:

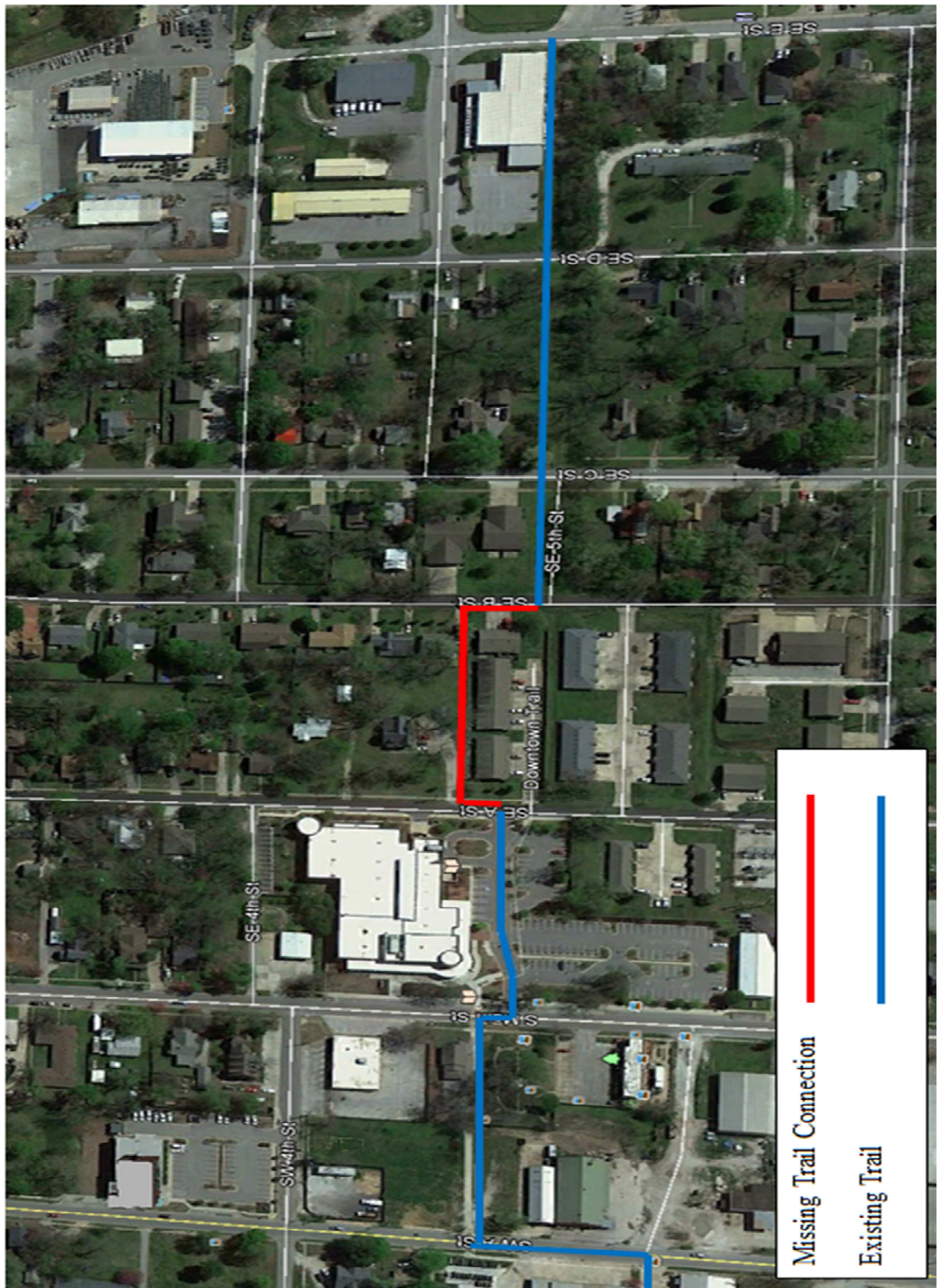
1. Delete a sidewalk construction project that was not implemented and reallocate \$52,108 to the Downtown Trail Extension Construction Project, Phase II.
2. Reallocate \$30,040.84 in unexpended funds from the Downtown Trail Enhancements Project (Phase I) to the Downtown Trail Extension Construction Project, Phase II.

**Public Hearing:**

A public hearing is required.

**Recommendation:**

Planning Commission recommends approval of the 2013 CDBG Action Plan Amendment to City Council.



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

**RESOLUTION RECOMMENDING ADOPTION OF THE AMENDED CITY OF BENTONVILLE 2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN TO SERVE AS THE GUIDE FOR UTILIZING CDBG FUNDS PROVIDED TO THE CITY BY THE FEDERAL DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).**

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

**Section 1.** That the City of Bentonville, Arkansas dedicates funding to the improvement of infrastructure to low to moderate income target areas located within the City of Bentonville, Arkansas; and

**Section 2.** That the citizens of Bentonville have been involved in every phase of the Plan's development; and

**Section 3.** That the City Council of the City of Bentonville, Arkansas, will adopt the amended 2013 CDBG Annual Action Plan for the City of Bentonville as presented.

**Section 4.** That this Resolution shall be in full force and effect from and after the date of its passage.

**PASSED AND APPROVED** this 13 day of May, 2014.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



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

## AGENDA FORM

CITY COUNCIL MEETING OF:

May 13, 2014

Submitted by: Ben Peters

Department: Engineering

Phone: 271-3166

### ACTION REQUIRED:

A resolution setting a public hearing for May 27, 2014 for a utility easement vacation located Lot 126 of Chapel Hill Subdivision.

### COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount: \$0

☒ One time amount

☐ Continuing O and M

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

Department Head: [Signature] Date: 4-29-14

Purchasing Agent: [Signature] Date: [Blank]

Finance Director: [Signature] Date: 5/8/14

Staff Attorney: CT Date: 5/8/14

Mayor: [Signature] Date: 5/08/14

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

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



PLEASE RECYCLE



**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 Burckart Construction, requesting a utility easement vacation within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

Part of Lot 126 of Chapel Hill, City of Bentonville, Benton County, Arkansas, as shown in Plat Book 2004, Page 1269 of the Benton County Records, and being more particularly described as:

Commencing at the NW corner of said Lot 126, thence S86°06'01"E 20.00 Feet to the Point of Beginning, thence S86°06'01"E 5.00 feet, thence S03°53'59"W 97.92 feet, thence S62°37'03"W 5.85 feet, thence N03°53'59"E 100.96 feet to the Point of Beginning, containing 497.20 square feet.

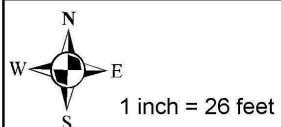
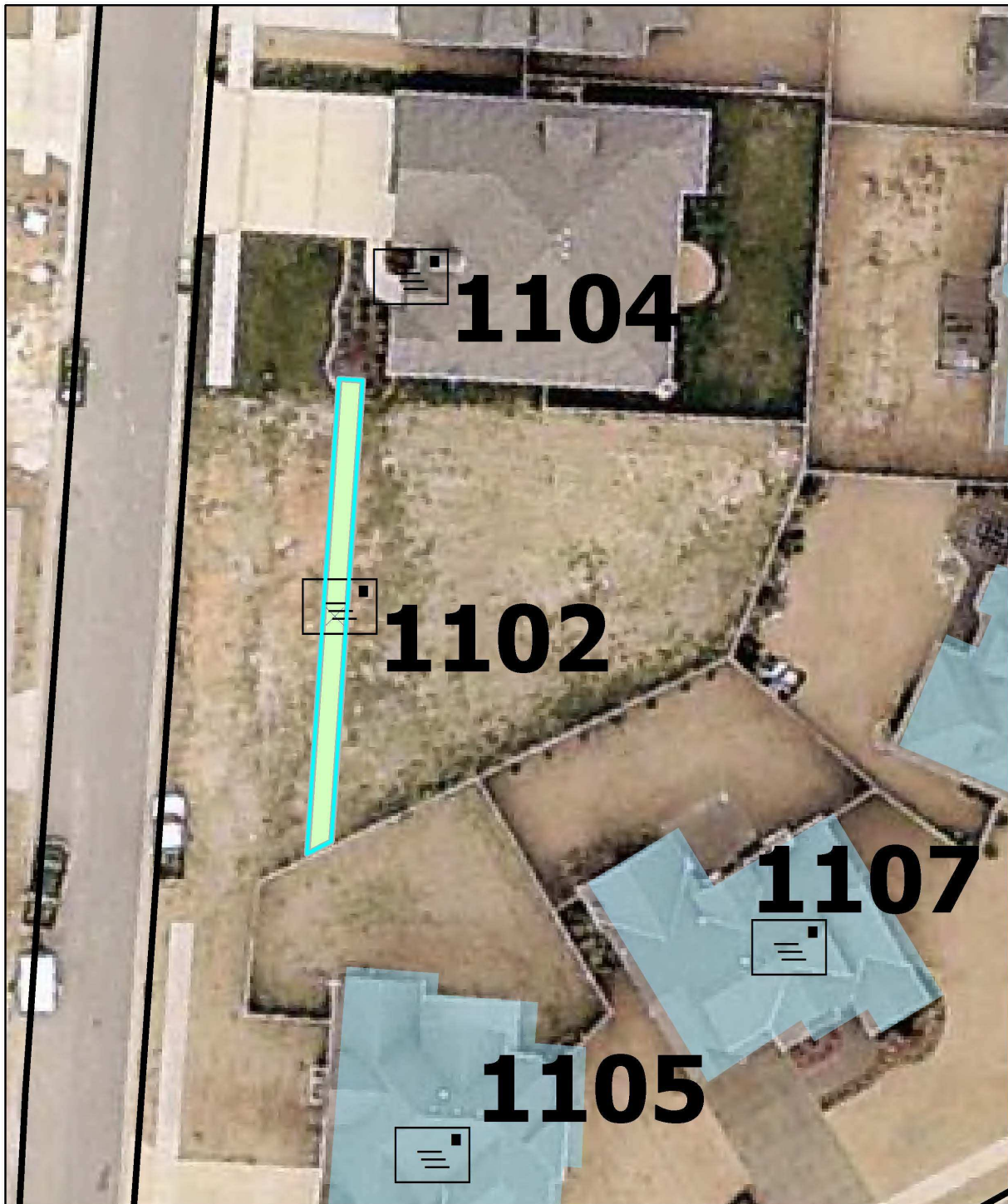
**WHEREAS**, Ark. Code Ann. Section 14-301-302(c) provides that the City Council shall by resolution fix a day for the hearing of the petition and shall direct the City Clerk and Recorder to give notice of the meeting, by publication, once per week for two (2) consecutive weeks in some newspaper published 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 May 27, 2014 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved and adopted the \_\_\_\_\_ day of \_\_\_\_\_, 2014 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**



Easement Vacation Review  
Lot 126 Chapel Hill Sub





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

## AGENDA FORM

CITY COUNCIL MEETING OF:

May 13, 2014

Submitted by: Shelli Kerr

Department: Community Development

Phone: 271-6826

### ACTION REQUIRED:

City Council approval of a budget adjustment to recognize revenue awarded in the form of a grant from the Endeavor Foundation in the amount of \$70,500 toward the design and construction of the SE 6th Street Sidewalk Project creating a pedestrian connection between the Market District and Arts District.

### COST TO CITY:

☒ One-time request ☐ Continuing O and M

Cost of this Request: \$70,500

Additional Budget Amount: \$0

|                            |           |
|----------------------------|-----------|
| Previously Budgeted        | \$ -      |
| Funds Expended to Date     | -         |
| Remaining Budget           | -         |
| Budget Adjustment          | 70,500    |
| Remaining After Adjustment | \$ 70,500 |

SK  
Department Head  
Date

Purchasing Agent  
Date

FD  
Finance Director  
Date 5/6/14

CT  
Staff Attorney  
Date 5/8/14

PMc  
Mayor  
Date 5/8/14

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

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



PLEASE RECYCLE





# MEMO

**TO:** City Council  
**FROM:** Shelli Kerr, AICP, Planning Services Manager  
**DATE:** May 2, 2014  
**RE:** *Accept Donation from Endeavor Foundation*



The SE Downtown Area Plan was adopted on January 28, 2014. One of the primary concepts at the heart of this plan is to connect the residential areas with the experience districts (Arts District and Market District) via multimodal transportation connections. As part of the plan for implementation, task #9 states “Construct sidewalks on both sides of SE 6<sup>th</sup> Street.”

SE 6<sup>th</sup> Street, between S. Main Street and SE E Street, currently has sidewalks only on the north side between SE A Street and SE D Street as well as on the south side between SE D Street and SE E Street that were built during the construction of Austin-Baggett Park. In order to ensure a complete pedestrian facility on both sides of SE 6<sup>th</sup> Street connecting the Arts District and the Market District, several new sections of sidewalk need to be constructed. The city has estimated the project cost at \$100,700.

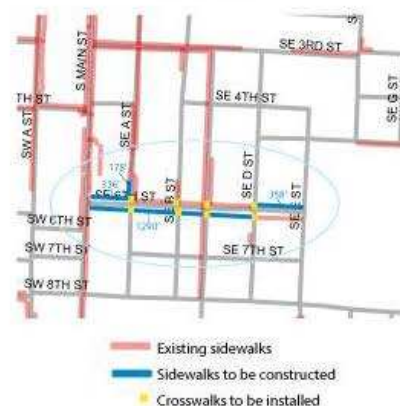
To address this task, city staff submitted an application to the Endeavor Foundation to seek funding to construct the missing sidewalks. On October 29, 2013, the Endeavor Foundation notified the city that funding for the project had been awarded in the amount of \$70,500. This was a direct grant and a check in the amount of \$70,500 from the Endeavor Foundation was deposited into city account on December 4, 2013.

On February 19, 2014, the city entered into an agreement with Crafton Tull for survey and design of the SE 6<sup>th</sup> Street Sidewalk Improvements in the amount of \$23,885. Funding from the Endeavor Foundation will be used to pay for engineering /design service and a portion of construction costs.

Remaining project costs will be paid for out of the Community Development Block Grant program, since the project is located in one of the city's two low-to-moderate income census tracts and can be used for infrastructure projects that benefit those census tracts.

The request to approve the budget adjustment is to recognize the revenue from the Endeavor Foundation grant in the amount of \$70,500. By approving this request, we will add funds to the Planning budget to pay for the engineering/design services and sidewalk construction on SE 6<sup>th</sup> Street that will complete a task of the SE Downtown Area Plan and provide needed pedestrian connections to the Arts District and Market District.

SE 6TH STREET SIDEWALK PROJECT  
LOCATION MAP





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

## AGENDA FORM

CITY COUNCIL MEETING OF:

May 13, 2014

Submitted by: Mike Churchwell

Department: Transportation

Phone: 271-6840

### ACTION REQUIRED:

Council approval of a resolution authorizing the Mayor and Clerk to execute a warranty deed transfer with regard to the SW "I" South project. See attached memo, warranty deed, exhibit and supporting documents.

### COST TO CITY:

Cost of this Request: N/A

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

MC 4/29/2014  
Department Head Date

Purchasing Agent Date

FDL 5/8/14  
Finance Director Date

CT 5/8/14  
Staff Attorney Date

RAM 5/08/14  
Mayor Date

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

117 WEST CENTRAL AVENUE \* BENTONVILLE, AR 72712

\*www.bentonvillear.com\*



PLEASE RECYCLE



# MEMORANDUM

**Date:** April 29, 2014

**To:** City Council, Mayor McCaslin

**From:** Mike Churchwell

**RE:** Warranty Deed Transfer-City to Hatfield Revocable Trust-SW "I" South

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In 2009, the City Of Bentonville negotiated for right-of-way with Dr. Charles Hatfield for the SW "I" South Project. If you will note in the attached Special Considerations Item #2, Dr. Hatfield deeded the needed right-of-way from his property for the alignment relocation on the frontage of his property. As per that agreement, the City Of Bentonville would deed back to him a remnant of the vacated right-of-way of the old Hwy 112. No money was exchanged as a result of this agreement. Attached is the warranty deed transferring property along with an exhibit and a copy of the original Special Considerations agreement and preliminary exhibit.

## WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT We, City of Bentonville, Arkansas, a municipal corporation, for and in consideration of the sum of One Dollar and Other Valuable Consideration (\$1.00 & OVC), to my hand paid by City of Bentonville, Arkansas, do hereby grant, bargain and sell unto, Charles S. Hatfield, Trustee of the Charles S. Hatfield Revocable Trust, its successors and assigns the following described land, situated in Benton County, State of Arkansas, to-wit:

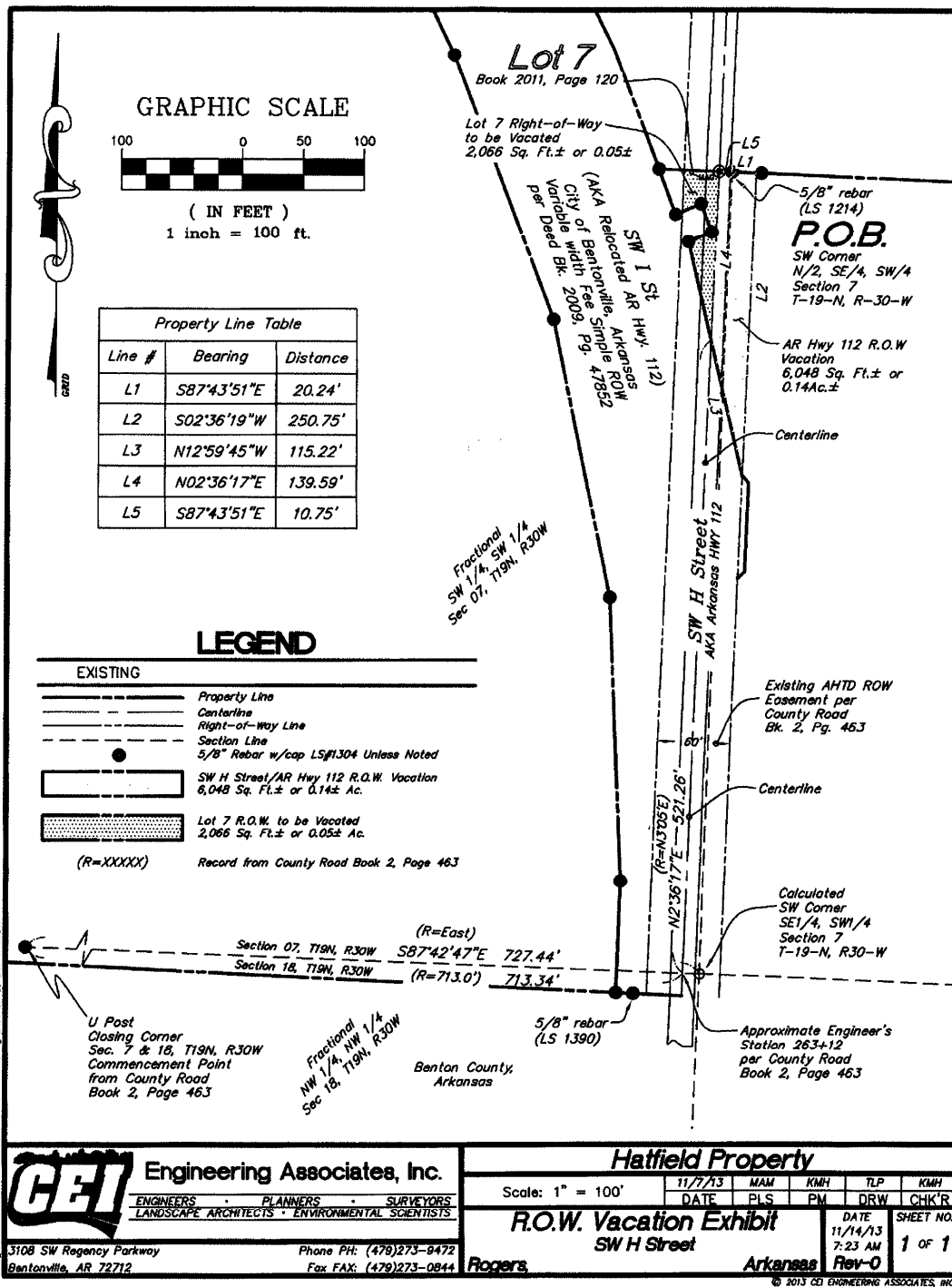
That certain portion of a 60-foot wide Right-of-Way easement acquired by Benton County Road Book 2, Page 463 that lies within Lot 7 of Eversole Addition according to Plat Book 2011, Page 120 of the Plat Records of Benton County, Arkansas, and being portion of the fractional West Half (W1/2) of the Southwest Quarter (SW1/4) of Section 7, Township 19 North, Range 31 West, City of Bentonville, Arkansas and containing 2,066 square feet or 0.05 acres, more or less.

And also:

A portion of that 60-foot wide Right-of-Way easement acquired by County Road Record Book 2, Page 463 lying in the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) and the fractional West Half (W1/2) of the Southwest (SW1/4) of Section 7, Township 19 North, Range 30 West in Benton County, Arkansas being more particularly described by metes and bounds as follows:

BEGINNING at a found 5/8" capped rebar embossed LS#1214 at the Southwest Corner of said North Half (N1/2) of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) and being a replacement of the Southwest corner of Limestone Ranch Subdivision as recorded in Plat Book 2006, Page 992; Thence along the South boundary of said Subdivision South 87° 43' 51" East a distance of 20.24 feet to the Eastern Right-of-Way of said Southwest H Street formerly known as Arkansas Highway 112 according to said County Road Book 2, Page 463;  
Thence along said Right-of-Way South 02° 36' 19" West a distance of 250.75 feet to the East Right-of-Way of SW I Street per Plat Book 2011, Page 120, AKA Relocated Arkansas Highway 112;  
Thence along said Right-of-Way North 12° 59' 45" West a distance of 115.22 feet to the South Corner of Lot 7 of Eversole Addition according to said Plat Book 2011, Page 120;  
Thence along the East line of said Lot 7 North 02° 36' 17" East a distance of 139.59 feet to a found mag nail with washer embossed LS#1304 at the Northeast corner of said Lot 7;  
Thence South 87° 43' 51" East a distance of 10.75 feet to the POINT of BEGINNING and containing 6,048 square feet or 0.14 acres, more or less.

As shown on attached R.O.W. Vacation Exhibit, SW H Street.



TO HAVE AND TO HOLD the said lands and appurtenances thereunto belonging unto the said City of Bentonville, Arkansas, its successors and assigns, forever.

And We, City of Bentonville, Arkansas, a municipal corporation, covenant that I am lawfully seized of said land and premises and that we will forever warrant and defend the title to the said lands against all legal claims whatever.

And We, City of Bentonville, Arkansas, a municipal corporation, for and in consideration of said sum of money do hereby relinquish and convey all my rights of dower, curtesy and homestead in and to said lands unto the said City of Bentonville, Arkansas.

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Bob McCaslin, Mayor  
City of Bentonville, Arkansas

A C K N O W L E D G M E N T

STATE OF (ARKANSAS)  
COUNTY OF (BENTON)

BE IT REMEMBERED that on this day come before me, a Notary Public, within and for said County and State,

\_\_\_\_\_

known to me to be the person(s) whose name(s) is subscribed to the foregoing instrument and acknowledged that they executed the same as their free and voluntary act and deed for the purposes and considerations therein mentioned and set forth including the relinquishment of dower, curtesy and homestead.

WITNESS my hand and seal as such Notary Public this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

MY COMMISSION EXPIRES:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

**City of Bentonville, Arkansas  
Right of Way – Special Considerations**

Job Title: SW I Street/Hwy 12 widening - South  
Property Owner: Charles S. Hatfield, Trustee  
The Charles S. Hatfield Revocable Trust  
Address: P.O. Box 2670  
Bentonville, AR 72712

1. Contractor for the City of Bentonville SW I Street project to replace and rebuild the fence on the new Right of Way line of the Hatfield property as shown on the attached "Right of Way/Easement dedication Arkansas State Highway 112" Exhibit, and built as detailed on the attached "Special Fence and Gate Detail."

2. The City of Bentonville to deed a tract of land to the above said Trust from the North property line of shown parcel, to the new Right of Way of Highway 112 so the Trust parcel will be adjacent to the new Highway Right of Way. City will provide the survey and legal description, and deed the tract as soon as the tract is released from ownership of the Arkansas Highway Department. In return, Trustee for the said Trust will deed the needed new Right of Way area as shown on the attached Exhibit and described the Warranty Deed to the City of Bentonville. No compensation is due from or to either party to this transaction.

It is agreed that neither party hereto is relying upon any oral or written information or representations made by the other prior to the signing of the easement unless expressly provided herein, and that the easement constitutes the entire agreement between the parties and same shall not be hereafter amended or modified unless reduce to writing and signed by the parties hereto.

R/W Agent:

*[Signature]*

Date: 10-27-09

Property Owner(s):

*[Redacted Signature]*

Date: 10-30-09

*Trustee*



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

**A RESOLUTION AUTHORIZING THE MAYOR AND  
CLERK TO EXECUTE A DEED TRANSFERRING  
CERTAIN PROPERTY.**

**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 execute a deed transferring certain property related to the S.W. "I" Street project as attached hereto as Exhibit "A".

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

**PASSED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2014.**

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK



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

## AGENDA FORM

CITY COUNCIL MEETING OF:

May 13, 2014

Submitted by: Travis Matlock

Department

Electric

Phone

271-3135

### ACTION REQUIRED:

An ordinance authorizing the Mayor and City Council to enter into a agreement with Mueller Systems, Inc. to install three phase commercial & industrial meters and scan into the system existing meters in an amount not to exceed of \$69,000.

### COST TO CITY:

Cost of this Request: \$69,000

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

Department Head

Date

5/5/14

Purchasing Agent

Date

Finance Director

Date

5/8/14

Staff Attorney

Date

Mayor

Date

CT 5/8/14

BAM 5/08/14

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

117 WEST CENTRAL AVENUE \* BENTONVILLE, AR 72712

\*www.bentonvillear.com\*



PLEASE RECYCLE



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

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**DATE:** May 5, 2014

**TO:** City Council, Mayor McCaslin

**FROM:** Travis Matlock, Engineer Director

**RE: Resolution authorizing the Mayor and City Council to enter into an agreement with Mueller Systems for installation of 3-phase C&I Meters**

The city staff recommends the Mayor and City Council enter into an agreement with Mueller Systems, Inc. to install 3-phase commercial & industrial electric meters and scan existing meters (electric & water) that were installed outside of the original contract. With the original agreement, Mueller was responsible for the 2S (residential) meters and the City of Bentonville Electric Department was going to install the 3-phase C&I meters. The workload of the Electric Department has pick up to the point that it is not feasible to install the 3-phase meters and keep up with the normal work load. The new installations would have to be done afterhours. Also, there are meters that were installed outside of the original contract with Mueller (new home construction that took place AFTER the contract was signed) that need to be scanned into the system. Mueller will handle this also.

This is not a line item budget, but the money was budgeted within the Electric Department's meter account.

## REQUEST FOR WAIVER OF BID

Date 5/5/2014

Requested by: Travis Matlock

Department: Electric

### DESCRIPTION OF REQUEST:

Type of Equipment: 3-phase Commercial & Industrial Meter Installation

Year & Model: \_\_\_\_\_

Serial # \_\_\_\_\_

To Be Purchased From: Mueller Systems LLC

10210 Statesville Blvd

Cleveland, NC 27013

Amount: Base Amount: \$ 69,000.00

Tax: \_\_\_\_\_

\*Other: \_\_\_\_\_

**TOTAL**

**\$ 69,000.00**

\* List all other costs:

### JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:

The City of Bentonville will enter into an agreement with Mueller Systems for installation of 3-phase meters. The original agreement was for Mueller to install 2S residential meters and the Electric Dept was going to install 3-phase C&I meters. The work load of the Electric Dept has pick up considerably and does not allow for a quick change out. Once Mueller is done, all the meters in Bentonville will be changed to the new standard.



Department Head



Director of Finance & Administration

Revised 6-18-99



# SALES QUOTATION

Phone (704) 278-2221  
Company Address 10210 Statesville Blvd  
Cleveland, NC 27013

Created Date 1/16/2014  
Quote # 00006605-00

Attn: Travis Matlock  
Prepared For Bentonville (AR), City of  
Address 608 SE 3rd Street  
City,State,Zip Bentonville, AR 72712  
Phone: (479) 271-5941  
Fax: (479) 271-5994  
Account # 95082200

Quote Expires 10/24/2014  
Quote Name Bentonville (AR), City of - Electric Mtr Exchange  
Phase IV  
Payment Terms 2% 30 Days, NET 31 Days  
ARO Stock to 30 Days  
Freight Terms FOB - Cleveland, NC - Full Freight Allowed on  
Net Order of \$500.00 or more  
Territory 521  
Prepared By Fred Quintero

## Comments & Considerations

Should you have any questions, please do not hesitate to contact Fred Quintero

## Quote Line Items

| Units | Part Number    | Line Item Description                              | Sale Price | Extended Net |
|-------|----------------|----------------------------------------------------|------------|--------------|
| 315   | LABOR-ELECTRIC | 16s C&I Electric Meter Install & Scan with Mi.Tech | \$62.00    | \$19,530.00  |

## TOTAL

Quote Total \$19,530.00

Force Majeure Mueller Systems shall not be liable to Customer, End User, or any other person, and Mueller Systems' performance under these terms and conditions shall be excused, if and to the extent that any failure or delay in Mueller Systems' performance of one or more of its obligations hereunder is caused by a Force Majeure Event (as defined below). A Force Majeure Event shall include without limitation acts of God or the public enemy; compliance with any order of any governmental authority; fire; flood; unusually severe weather; shortages or unavailability or other delay in delivery; lack of or delay in transportation; laws, rules, regulations, raw material price increases that exceed twenty percent or restrictions which apply to raw material purchases; war, acts of terrorism, rebellion, insurrection, epidemics; accidents, explosions, civil disorder; strikes, lockouts, or other labor disputes; or any other condition beyond the reasonable control of Mueller Systems.

City of Bentonville Signature \_\_\_\_\_

Title \_\_\_\_\_

City of Bentonville PO # \_\_\_\_\_

Date \_\_\_\_\_



# SALES QUOTATION

Phone (704) 278-2221  
Company Address 10210 Statesville Blvd  
Cleveland, NC 27013

Created Date 1/16/2014  
Quote # 00006604-00

Attn: Travis Matlock  
Prepared For Bentonville (AR), City of  
Address 608 SE 3rd Street  
City,State,Zip Bentonville, AR 72712  
Phone: (479) 271-5941  
Fax: (479) 271-5994  
Account # 95082200

Quote Expires 10/24/2014  
Quote Name Bentonville (AR), City of - Electric Mtr Exchange  
- Phase I  
Payment Terms 2% 30 Days, NET 31 Days  
ARO Stock to 30 Days  
Freight Terms FOB - Cleveland, NC - Full Freight Allowed on  
Net Order of \$500.00 or more  
Territory 521  
Prepared By Fred Quintero

## Comments & Considerations

Should you have any questions, please do not hesitate to contact Fred Quintero

## Quote Line Items

| Units | Part Number    | Line Item Description                             | Sale Price | Extended Net |
|-------|----------------|---------------------------------------------------|------------|--------------|
| 150   | LABOR          | 5/8 Wtr Meter Scans w/Mi.Tech                     | \$15.00    | \$2,250.00   |
| 150   | LABOR          | 1s & 12s Elect Scans w/Mi.Tech                    | \$15.00    | \$2,250.00   |
| 200   | LABOR-ELECTRIC | C&I 1s & 12S Elect Meter Install & Scan w/Mi.Tech | \$62.00    | \$12,400.00  |

## TOTAL

Quote Total \$16,900.00

Force Majeure Mueller Systems shall not be liable to Customer, End User, or any other person, and Mueller Systems' performance under these terms and conditions shall be excused, if and to the extent that any failure or delay in Mueller Systems' performance of one or more of its obligations hereunder is caused by a Force Majeure Event (as defined below). A Force Majeure Event shall include without limitation acts of God or the public enemy; compliance with any order of any governmental authority; fire; flood; unusually severe weather; shortages or unavailability or other delay in delivery; lack of or delay in transportation; laws, rules, regulations, raw material price increases that exceed twenty percent or restrictions which apply to raw material purchases; war, acts of terrorism, rebellion, insurrection, epidemics; accidents, explosions, civil disorder; strikes, lockouts, or other labor disputes; or any other condition beyond the reasonable control of Mueller Systems.

City of Bentonville Signature \_\_\_\_\_

Title \_\_\_\_\_

City of Bentonville PO # \_\_\_\_\_

Date \_\_\_\_\_



# SALES QUOTATION

Phone (704) 278-2221  
Company Address 10210 Statesville Blvd  
Cleveland, NC 27013

Created Date 1/16/2014  
Quote # 00006607-00

Attn: Travis Matlock  
Prepared For Bentonville (AR), City of  
Address 608 SE 3rd Street  
City,State,Zip Bentonville, AR 72712  
Phone: (479) 271-5941  
Fax: (479) 271-5994  
Account # 95082200

Quote Expires 10/24/2014  
Quote Name Bentonville (AR), City of - Electric Mtr Exchange  
Phase II  
Payment Terms 2% 30 Days, NET 31 Days  
ARO Stock to 30 Days  
Freight Terms FOB - Cleveland, NC - Full Freight Allowed on  
Net Order of \$500.00 or more  
Territory 521  
Prepared By Fred Quintero

## Comments & Considerations

Should you have any questions, please do not hesitate to contact Fred Quintero

## Quote Line Items

| Units | Part Number    | Line Item Description                            | Sale Price | Extended Net |
|-------|----------------|--------------------------------------------------|------------|--------------|
| 230   | LABOR          | 1" Wtr Meter Scans w/Mi.Tech                     | \$15.00    | \$3,450.00   |
| 261   | LABOR          | 3s, 4s & 5s Elect Scans w/Mi.Tech                | \$15.00    | \$3,915.00   |
| 200   | LABOR-ELECTRIC | 2K & 16K Elect Meter Install & Scan with Mi.Tech | \$62.00    | \$12,400.00  |

TOTAL

Quote Total \$19,765.00

Force Majeure Mueller Systems shall not be liable to Customer, End User, or any other person, and Mueller Systems' performance under these terms and conditions shall be excused, if and to the extent that any failure or delay in Mueller Systems' performance of one or more of its obligations hereunder is caused by a Force Majeure Event (as defined below). A Force Majeure Event shall include without limitation acts of God or the public enemy; compliance with any order of any governmental authority; fire; flood; unusually severe weather; shortages or unavailability or other delay in delivery; lack of or delay in transportation; laws, rules, regulations, raw material price increases that exceed twenty percent or restrictions which apply to raw material purchases; war, acts of terrorism, rebellion, insurrection, epidemics; accidents, explosions, civil disorder; strikes, lockouts, or other labor disputes; or any other condition beyond the reasonable control of Mueller Systems.

City of Bentonville Signature \_\_\_\_\_

Title \_\_\_\_\_

City of Bentonville PO # \_\_\_\_\_

Date \_\_\_\_\_



# SALES QUOTATION

Phone (704) 278-2221  
Company Address 10210 Statesville Blvd  
Cleveland, NC 27013

Created Date 1/16/2014  
Quote # 00006606-00

Attn: Travis Matlock  
Prepared For Bentonville (AR), City of  
Address 608 SE 3rd Street  
City,State,Zip Bentonville, AR 72712  
Phone: (479) 271-5941  
Fax: (479) 271-5994  
Account # 95082200

Quote Expires 10/24/2014  
Quote Name Bentonville (AR), City of - Electric Mtr Exchange  
Phase III  
Payment Terms 2% 30 Days, NET 31 Days  
ARO Stock to 30 Days  
Freight Terms FOB - Cleveland, NC - Full Freight Allowed on  
Net Order of \$500.00 or more  
Territory 521  
Prepared By Fred Quintero

## Comments & Considerations

Should you have any questions, please do not hesitate to contact Fred Quintero

## Quote Line Items

| Units | Part Number    | Line Item Description                             | Sale Price | Extended Net |
|-------|----------------|---------------------------------------------------|------------|--------------|
| 200   | LABOR-ELECTRIC | 8s/9s C&I Elect Meter Install & Scan with Mi.Tech | \$62.00    | \$12,400.00  |

## TOTAL

Quote Total \$12,400.00

Force Majeure Mueller Systems shall not be liable to Customer, End User, or any other person, and Mueller Systems' performance under these terms and conditions shall be excused, if and to the extent that any failure or delay in Mueller Systems' performance of one or more of its obligations hereunder is caused by a Force Majeure Event (as defined below). A Force Majeure Event shall include without limitation acts of God or the public enemy; compliance with any order of any governmental authority; fire; flood; unusually severe weather; shortages or unavailability or other delay in delivery; lack of or delay in transportation; laws, rules, regulations, raw material price increases that exceed twenty percent or restrictions which apply to raw material purchases; war, acts of terrorism, rebellion, insurrection, epidemics; accidents, explosions, civil disorder; strikes, lockouts, or other labor disputes; or any other condition beyond the reasonable control of Mueller Systems.

City of Bentonville Signature \_\_\_\_\_ Title \_\_\_\_\_

City of Bentonville PO \_\_\_\_\_ Date \_\_\_\_\_

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

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE  
CITY CLERK TO ENTER INTO AN AGREEMENT WITH  
MUELLER SYSTEMS, INC. FOR THE INSTALLATION OF  
THREE PHASE COMMERCIAL AND INDUSTRIAL  
ELECTRIC METERS AND WAIVING THE  
REQUIREMENT OF COMPETITIVE BIDDING.**

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

**Section 1:** That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Mueller Systems, Inc. for the installation of three phase commercial and industrial meters as set forth in the attached Exhibit A.

**Section 2:** Because these are required by City specifications and are single source items in the State of Arkansas, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

**PASSED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2014.**

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK



| CHECK ALL THAT APPLY |                   |       |       |
|----------------------|-------------------|-------|-------|
| x                    | Bid Award         | Bid # | 14-20 |
|                      | Budget Adjustment |       |       |
|                      | Change Order      |       |       |
|                      | Informational     |       |       |
|                      | Ordinance         |       |       |
|                      | Resolution        |       |       |
|                      | Other             |       |       |

## AGENDA FORM

CITY COUNCIL MEETING OF:

May 13, 2014

Submitted by: Travis Matlock

Department

Electric

Phone

271-3135

### ACTION REQUIRED:

Recommend Mayor and City Council award bid to Kenworth for the purchase of two (2) cab & chassis' in the amount of \$146,000.

### COST TO CITY:

Cost of this Request: \$146,000

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

Department Head

Date

Purchasing Agent

Date

Finance Director

Date

Staff Attorney

Date

Mayor

Date

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

117 WEST CENTRAL AVENUE \* BENTONVILLE, AR 72712

\*www.bentonvillear.com\*



PLEASE RECYCLE



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

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**DATE:** May 6, 2014

**TO:** **City Council, Mayor McCaslin**

**FROM:** Travis Matlock, Engineer Director

**RE:** **Cab & Chassis Bid #14-20**

The City Of Bentonville recommends awarding bid #14-20 for the purchase of two (2) cab & chassis' to Kenworth in the amount of \$146,000 (\$73,000 each). On February 18<sup>th</sup>, 2014 the City Council approved the purchase of two (2) 60' Altec boom in the amount of \$148,986 each that will be attached to these cab & chassis. The 2014 budget for these vehicles is \$215,000 each and the total cost of each vehicle will be \$221,986. However, other vehicles purchased earlier this year were under budget, so there is no need for a budget adjustment.

Kenworth was the second low bidder on the cab and chassis'. The low bidder did not meet the advertised specifications.

**A FORMAL INVITATION TO BID  
FROM THE CITY OF BENTONVILLE, ARKANSAS**

SUBMIT: CITY OF BENTONVILLE  
PURCHASING AGENT  
117 WEST CENTRAL  
BENTONVILLE, AR 72712

BID NUMBER:-----14-20  
ISSUE DATE:-----04/08/14  
BID DATE:-----04/17/14  
TIME:-----1:00 PM

| QUANTITY                  | DESCRIPTION                                    | Unit Price            |
|---------------------------|------------------------------------------------|-----------------------|
| 2                         | Cab & Chassis units for a 60' Aerial Device    | <u>73,000.00 Each</u> |
|                           | Minimum specifications:                        |                       |
|                           | See Attached: <i>Truck specs</i>               |                       |
|                           | Chassis only <i>(2) 2015 T370<br/>Kenworth</i> |                       |
| Total Delivered Bid Price |                                                | <u>\$146,000.00</u>   |

**GENERAL TERMS AND INSTRUCTIONS**

- 1 The City reserves the right to reject any and all bids or parts.
  - 2 Prices must be itemized. The City reserves the right to award by item.
  - 3 All bids must be FOB Bentonville and include all costs of delivery and packaging.
  - 4 All bids must be signed. Unsigned bids will not be considered.
  - 5 Indicate **BID NUMBER ON OUTSIDE OF ENVELOPE.**
  - 6 Failure to provide federal I.D. of social security number could result in rejection of bid.
  - 7 Late bids will not be considered under any circumstances.
  - 8 **For further information contact: Doug Charest Electric Department @ (479)271-3135**
- Company Name: MHC Kenworth Address: 4720 W. Sunset Ave  
By: Bryan White [Signature] City: Springdale  
Telephone Number: 479-756-1200 State: AR  
Federal I.D./Social Security No: 43-1042735



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## City of Bentonville

### Electric Department

#### Minimum Specifications

##### 2015 4x2 Chassis

Wheelbase: 188", CA 120", axle to EOF 114"

GCW: Minimum 37,600

##### Engine & Equipment

Engine: 300HP 300 @#2600 660 @ 1600

Air compressor: 18.7 CFM

Air cleaner: dry type firewall mounted w/filter restriction indicator

Cooling module: 1000 square inches

Exhaust: RH under cab SCR w/single horizontal tailpipe

Block heater: 1750 watt 120V

Alternator: 160 amp brush type

Batteries: 3 GP31 threaded post (700) 2100 CCA

Starter: 12 volt electrical system. W/centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12 volt light system w/circuit protection circuits numbered and color coded

Wiring: Body builder harness to EOF for customer installed remote throttle control.

##### Transmission & Clutch

Transmission: Allison 3500RDS 5-speed w/PTO drive gear.

Driveline: 2 standard-duty; 1 centerbearing

Frame: One heavy-duty centerbearing crossmember. This option upgrades an existing

crossmember. The cost does not include the centerbearing and bracket.

Converter: Torque converter included w/Allison Transmission

PTO: Customer- installed split shaft PTO

PTO Access: Left hand PTO access, right hand dipstick tube

Transmission Support: Rear transmission support springs for transmission PTO applications are required to ensure that the engine flywheel housings are not overloaded when transmission PTO's are installed

#### **Front Axle & Equipment**

Front Axle: Dana Spicer E-14621 Front axle rated at 14.6K 31/2 inch drop

Front Brakes: Front brakes included w/front hub packages

Air brakes: 14.600 lb package includes, Bendix 16-1/2 x 5 brakes, cast drums, aluminum 10-bolt hub pilot LMS hubs, hubcaps, oil seals & automatic slack adjusters

Front springs: Taperleaf 14.6K w/shock absorbers

Steering: Single power steering gear: 14.6K TRW TAS85

#### **Rear Axle & Equipment**

Rear Axle: Single Dana Spicer S23-170H single reduction axle single rear axle rated at 23K HEAVY WALL

Rear Brakes: Single rear brakes included w/rear hub package 23K air package includes 16-1/2 x 7 inch brakes, cast drums, aluminum 10-bolt hub pilot LMS, automatic slack adjusters and oil seals

Spring brake: 3030 high output single

Anti Lock Brake System: Bendix 4S/4M anti-lock brake system current generation ECU is Bendix ABS 6

Differential: Wheel differential lock for Dana Spicer axles

Rear suspension: single Reyco 79KB taperleaf 23K

#### **Tires & Wheels**

Front tires: Goodyear G291 315/80R22.5 18PR

Rear tires: Goodyear G182 RSD 11R22.5 16PR

Front wheel: Accuride 22.5 x 9 steel white e-coat. Hub pilot 10,000 lb maximum weight 5 hand holes

Rear wheel: Accuride 22.5 x 8.25 heavy duty 5 hand hole hub pilot mount, white e-coat, 8000 lb maximum rating.

#### **Frame & Equipment**

Frame rails: 10-5/8 x 3-1/2 x 5/16 in. section modulus is 14.80 cu. in. RBM is 1,776,000 in-lbs per rail. 12,000 PSI yield. Heat treated.

Bumper: aerodynamic, painted

Mudflaps: Front mudflaps

Battery box: temporary across rails

Non polished DPF/SCR cover: w/cab access step assembly, RH under

#### **Fuel Tank & Equipment**

Fuel tank: 45 Gallon LH under, Small round DEF tank is on LH 7.5 gallons

#### **Cab & Equipment**

Cab: curved glass conventional. Cab includes aluminum & fiberglass fully hucked cab w/all aluminum bulkhead doors & continuous piano-style door hinges. Single electric horn standard. Incandescent exterior lights include diagnosable bulb detection and warning. Trailer cable on tractors includes integrity detection. Standard features include multiplex wiring for interior lights, automated pre-trip inspection, short and open check diagnostics. Warning alarm will sound when lights are left on.

Hood: sloped aerodynamic hood includes grill & separate bumper

Cab heater: w/integral defrosters & A/C 45,000 btu cab heater, includes 5 mode rotary control

Steering Column: Adjustable telescoping tilt steering column

Electrical: Three spare switches wired to power

Gauges: dash mounted air filter restriction

Driver information center: includes fuel economy, RPM display, trip information, diagnostics, gear display, alarm clock

Instrument package: includes speedometer, tachometer, fuel gauge, engine control coolant temperature gauge, engine oil pressure, voltmeter, air application gauges, engine hour meter, outside air temperature gauge, DEF level gauge

Cab interior: Pinnacle includes vinyl headliner & cab back panels, slate gray interior, dark slate gray seats, floor mats, LH/RH inside sunvisor & and door courtesy lights

Driver seat: air cushion plus HB vinyl

Rider seat: 2 man bench vinyl

Radio: AM/FM/WB/CD/USB, Bluetooth

Solid post antenna: mounted on LH cowl

Under-dash center console: W/2 cupholders, 1 ashtray, 1 lighter, 1 12V outlet & storage compartment

Self canceling turn signal: W/headlight dimmer switch

Access: Cab access contoured grabhandles, LH/RH

Daylight door: LH/RH included RH peeper window

Horn: Single rectangular air horn 23 in. LH top of roof

Mirrors: Single convex mirror 8 ½ in. x 4 7/16 in. located on rider side, and non heated, Dual convex heated mirror 8.5 inch w/offset mounting below regular mirror, Mirror: dual Prutsmann mirror 7 in. x 16 in. polished stainless steel, thermostatically controlled

Windows: Manual LH & electric powered RH door window, Two corner & one rear cab stationary windows 17.5 in. x 17 in. (two) & 17 in. x 36 in. (one)

Headlamps: halogen projector low beam, halogen complex reflector high beam

Marker lights: with small round base, 5 cab roof mounted

Turn signal lights: mounted on fender. Combination stop, tail turn & backup light RH/LH

Circuit breakers: replacing fuses

**Air Equipment**

Air dryer: Bendix AD-SP heated

Full truck kit: gladhands mounted at end of frame. Seven way female receptacle mounted at end of frame in taillamp bracket. Kit includes dash mounted trailer air supply valve, trailer hand

control valve, and hoses/ fittings for the valves. Dash mounted parking brake valve, tractor protection valve, and spring brake inversion/relay valves are standard

Trailer Connection: Trailer ABS electric supply through SAE J560 7 pin connector

**Miscellaneous**

Triangle reflector kit

Fire extinguisher

Painted white base coat clear coat



# NEW TRUCK ORDER

Springdale, AR 72762  
4720 West Sunset Avenue  
(479) 756-1200

Ozark Kenworth, Inc. ("Dealer")  
doing business as: MHC KENWORTH/VOLVO

## PURCHASER

City of Bentonville

BUSINESS PHONE

(479) 271-3115

QUANTITY

2

STOCK NO.

OTHER PHONE

CITY

Bentonville

MAKE

Kenworth

MODEL

T370-CL7

COLOR

WHITE

ADDRESS

117 West Central

COUNTY

STATE

AR

DATE

2/7/2014

ZIP

72712

BODY TYPE

Cab & Chassis

SALESPERSON

White, Bryan

TO BE DELIVERED ON OR ABOUT

7/1/2014

FINANCIAL SOURCE

Cash

SERIAL NUMBERS:

PRICE OF VEHICLE(S) w/o FET

\$73,000.00

(2) 2015 Kenworth T370 4x2

TRADE TERMS AGREEMENT APPLICABLE

☐

YES

☒

NO

NOTE: If vehicle(s) are not funded within 15 days of truck receipt date at the dealer, customer will be charged a per diem amount per unit until units are fully funded. Customer has 60 days from delivery date of the truck to return and have any add-ons listed on the sales order completed.

| DESCRIPTION OF TRADE-IN OR TRADE ATTACHMENT |      |       | ADD F.E.T.                                                                                   |
|---------------------------------------------|------|-------|----------------------------------------------------------------------------------------------|
| YEAR                                        | MAKE | MODEL | SUBTOTAL                                                                                     |
|                                             |      |       | \$146,000.00                                                                                 |
|                                             |      |       | BUSINESS TAX                                                                                 |
|                                             |      |       | SALES TAX                                                                                    |
|                                             |      |       | LOCAL TAX                                                                                    |
|                                             |      |       | REGISTRATION FEES                                                                            |
|                                             |      |       | TOTAL DELIVERED PRICE                                                                        |
|                                             |      |       | \$146,000.00                                                                                 |
|                                             |      |       | LESS: TRADE-IN ALLOWANCE                                                                     |
|                                             |      |       | LESS: BALANCE OWED ON TRADE-IN                                                               |
|                                             |      |       | TRADE-IN EQUITY                                                                              |
|                                             |      |       | LESS: CASH DEPOSIT SUBMITTED WITH ORDER                                                      |
|                                             |      |       | CASH DUE ON DELIVERY(Includes Above Taxes, But May Not Be Inclusive of All Applicable Taxes) |
|                                             |      |       | UNPAID BALANCE(Amount to be Separately Financed by Purchaser)Due in Cash on Delivery         |
|                                             |      |       | \$146,000.00                                                                                 |

## PURCHASER'S CERTIFICATION

Purchaser and the person signing this Order on behalf of Purchaser hereby certify that:

1. Purchaser and the person signing this Order on behalf of Purchaser have carefully reviewed the terms and conditions printed on the front and reverse side hereof, and agree to be bound thereby. The terms and conditions printed on the front and reverse side hereof represent the entire and integrated agreement between the parties relating to the purchase and sale of the Vehicle and cancels and supersedes prior negotiations, representations or agreements, either written or oral.
2. Purchaser and the person signing this Order on behalf of Purchaser have carefully reviewed this Order and fully understand that the Vehicle listed above will be equipped only with the optional equipment specifically listed on the face of this Order plus all standard equipment as designated by the manufacturer at the time of delivery.
3. The person signing this Order on behalf of Purchaser is of legal age to execute binding contracts in this State. The person signing this Order on behalf of Purchaser has the authority and has been duly authorized to sign this Order on behalf of the Purchaser.

## READ ALL PAGES OF THIS ORDER.

THE TERMS AND CONDITIONS ON PAGE 2  
HEREOF ARE PART OF THIS ORDER.

THIS ORDER IS NOT VALID UNLESS SIGNED BY AND  
ACCEPTED BY AN AUTHORIZED MANAGER OF DEALER.

THE PRICE OF THIS VEHICLE DOES NOT INCLUDE ANY  
APPLICABLE TAXES, WHICH ARE THE RESPONSIBILITY  
OF PURCHASER AS SET FORTH ON ALL PAGES HEREOF.

ANY TAXES DISPLAYED ON THIS TRUCK ORDER ARE  
ESTIMATED. ACTUAL TAXES, AS APPLICABLE, WILL  
BE INVOICED TO THE PURCHASER AT THE PREVAILING  
TAX RATES AVAILABLE AT TIME OF VEHICLE INVOICE.

THIS ORDER CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES  
TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS AGREEMENT

SIGNED (AUTHORIZED REPRESENTATIVE OF PURCHASER):

DATE

ACCEPTED BY DEALER

DATE

9/14/14

## CONTINUATION OF TERMS AND CONDITIONS CONSTITUTING A PART OF TRUCK ORDER

This Truck Order ("Order"), including the front of this Order and these terms and conditions, constitutes a contract for the purchase of the vehicle(s) or chassis ("Vehicle") listed and described on the front side hereof, between dealer identified on the front side hereof ("Dealer"), and the purchaser identified on the front side hereof ("Purchaser"). This Order is binding upon Dealer and Purchaser upon each party's execution on the front side hereof.

**1. PRICE REVISION:** The manufacturer of any new Vehicle ordered hereunder by Purchaser may change the price to dealer of such Vehicle after the date of this Order. In the event of any such price change, prior to the delivery of any new vehicle to Purchaser, the Dealer shall have the right to change the price of the Vehicle described on the front side hereof by providing notice of such change to Purchaser. If Purchaser does not agree to pay the changed price of the Vehicle, Purchaser shall cancel this Order by providing Dealer with written notice of such cancellation within two (2) days of notice from Dealer of the change in the price of the Vehicle. If Purchaser fails to timely provide Dealer with such written notice, Purchaser shall be bound to pay the changed cash price of the Vehicle. In the event Purchaser cancels this Order pursuant to this Paragraph 1 and has traded a used vehicle as part of the consideration for a new Vehicle purchased by Purchaser, such traded-in vehicle shall be returned to Purchaser upon payment of a reasonable charge for storage and repairs (if any) or, if such traded-in vehicle has been previously sold by Dealer, the amount received therefore less a selling commission of 15% and any expense for storing, insuring, conditioning, or advertising such vehicle for sale shall be returned to Purchaser.

**2. DEALER NOT AGENT OF MANUFACTURER:** It is understood that there is no relationship of principal and agent between the Dealer and the manufacturer of the Vehicle and that the Dealer is not authorized to act, or attempt to act, or represent itself, directly or by implication, as agent of the manufacturer, or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the manufacturer. It is further understood that neither Dealer nor anyone acting on its behalf has made, or adopted from the manufacturer, any guarantee, representation or warranty regarding the residual, trade-in, repurchase or buyback value of the Vehicle (a "Repurchase Obligation"), and that any Repurchase Obligation is the sole and exclusive responsibility of the manufacturer. Purchaser hereby acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any Repurchase Obligation.

**3. DISCLAIMER OF WARRANTY:** General. References to a "new Vehicle" herein shall mean a motor vehicle that has not been previously registered in any state of the United States of America. References to a "used Vehicle" herein shall mean a motor vehicle which has been previously registered or which should have been registered in a state of the United States of America. **PURCHASER HEREBY ACKNOWLEDGES THAT DEALER NOR ANYONE ACTING ON ITS BEHALF HAS MADE ANY AFFIRMATION OF FACT, REPRESENTATION OR PROMISE RELATING TO THE VEHICLE THAT HAS BECOME A BASIS OF THIS TRANSACTION OR WHICH CREATES AN EXPRESS WARRANTY. NO SAMPLE OR MODEL HAS BECOME A BASIS OF THIS TRANSACTION OR WHICH CREATES AN EXPRESS WARRANTY. TO THE FULLEST EXTENT PERMITTED BY LAW, DEALER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, AND THOSE ARISING OUT OF COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE OR ANY OTHER IMPLIED WARRANTY WITH RESPECT TO THE VEHICLE.** New Vehicles: There are **NO WARRANTIES**, express or implied, made by Dealer or the manufacturer, on any new Vehicle described on the front of this Order, except for the manufacturer's warranty applicable to such new Vehicle contained in the separate manufacturer's warranty which will be furnished to Purchaser upon delivery of the new vehicle. Such separate manufacturer's warranty shall be expressly **IN LIEU OF** any other express or implied warranty, condition or guarantee on the new Vehicle or any part thereof. Purchaser hereby acknowledges and agrees that Dealer has not in any manner adopted the manufacturer's warranty as a warranty of the Dealer and Purchaser acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any obligation under the manufacturer's warranty.

Used Vehicles: Dealer sells any used vehicle **AS IS** with all faults and defects, and the Dealer disclaims all warranties with respect to the Dealer in connection with the sale of any used Vehicle. If the Purchaser is assigned the remaining term of any manufacturer's warranty, Purchaser hereby acknowledges, agrees, represents and warrants that Dealer has not in any manner adopted the manufacturer's warranty as a warranty of Dealer, and Purchaser acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any obligation under the manufacturer's warranty. As between Purchaser and Dealer, the entire risk as to the quality and performance of any used Vehicle is assumed by Purchaser. As between Purchaser and Dealer, the Purchaser assumes the entire cost of service and repair and loss with respect to any used Vehicle found to be defective.

**4. LIMITATION OF LIABILITY: DEALER WILL NOT BE LIABLE TO PURCHASER OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST USE, LOST PROFITS, LOST SAVINGS OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE OR FOR CLAIMS MADE BY A THIRD PARTY. IN NO EVENT SHALL DEALER'S TOTAL AGGREGATE LIABILITY TO PURCHASER OR ANY OTHER PARTY RELATING TO OR RESULTING FROM THE SALE, LICENSE OR USE OF A VEHICLE SUBJECT TO THIS ORDER OR THESE TERMS AND CONDITIONS EXCEED THE PURCHASE PRICE PAID FOR SUCH VEHICLE. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY AND WHETHER THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM, OR A FUNDAMENTAL BREACH. THESE LIMITATIONS APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.**

**5. TRADE-IN VEHICLE:** If a vehicle has been traded in as a part of the consideration for the Vehicle ordered by Purchaser hereunder and such traded in vehicle is not delivered to Dealer until delivery to Purchaser of the Vehicle, such trade-in vehicle shall be reappraised as directed by Dealer and such reappraisal value shall determine the allowance made for such vehicle. If such reappraised value is lower than the original allowance therefore shown on the face of this Order, Purchaser may, cancel this Order by providing Dealer with written notice of such cancellation within two (2) days after the reappraisal or prior to delivery of the Vehicle ordered hereunder to Purchaser, whichever is earlier. If Purchaser fails to timely provide said written notice of such cancellation, Purchaser shall be bound to the amount of the reappraisal and shall pay the changed cash portion of the price of the Vehicle. The condition of any trade-in vehicle shall strictly comply with and Purchaser shall strictly comply with any Trade/Purchase Terms and Conditions Agreement signed by Purchaser ("Trade Terms Agreement"). If the condition of any trade-in vehicle is not strictly in compliance with, or if Purchaser has not strictly complied with the Trade Terms Agreement, Dealer shall not be obligated to accept the trade-in vehicle and the allowance shown on the front side hereof shall be deleted and Purchaser shall not be entitled to such allowance and Purchaser shall pay the amount of the deleted allowance to Dealer in cash upon delivery of the Vehicle.

**6. PURCHASER'S REPRESENTATIONS AND WARRANTIES:** Purchaser hereby represents and warrants that: (a) the trade-in vehicle shall be delivered free and clear from any security interest or other lien or encumbrance of any third person (except as otherwise noted on the title and agreed to in writing by Dealer at the time of the execution of this Order); (b) Purchaser shall promptly deliver to Dealer a valid certificate of title to the trade-in vehicle; (c) Purchaser has full power, right and lawful authority to dispose of the trade-in vehicle; (d) the trade-in vehicle does not have a cracked or defective head, block, powertrain, or frame (including supportive portion of the unibody); (e) the engine and transmission have not been changed from the manufacturer's original equipment specifications; and (f) while owned by Purchaser, the odometer of the trade-in vehicle has not been replaced, tampered with or otherwise altered in any way and Purchaser has no reason to believe the trade-in vehicle's current odometer reading, as represented on the front side

hereof, does not reflect its actual mileage. Purchaser further represents and warrants that Purchaser will use the Vehicle exclusively for a commercial use.

**7. FAILURE OR REFUSAL TO ACCEPT DELIVERY:** Except as provided in Paragraphs 1 and 5 of this Order, Purchaser may not cancel this Order. In the event that Purchaser fails or refuses to complete the purchase of the Vehicle, Purchaser shall pay Dealer, as liquidated damages and not as a penalty, the greater of the following: (a) twenty-five percent (25%) of the Total Delivered Price of the Vehicle, or (b) the cash deposit set forth on the front of this Order ("Liquidated Damages"). Dealer may apply any cash deposit made by Purchaser towards the Liquidated Damages. Further, in the event Purchaser has delivered to Dealer a trade-in vehicle as part of the consideration for the Vehicle, Dealer is authorized to sell such trade-in vehicle and Dealer may retain the proceeds thereof to satisfy the Liquidated Damages. Purchaser acknowledges that the Liquidated Damages are reasonable in light of the anticipated or actual harm caused by Purchaser's failure to complete the purchase. Purchaser further

acknowledges that the Liquidated Damages do not constitute a penalty, but instead represent the parties' best estimate of the resulting damages given that the precise damages of Dealer are difficult to calculate.

**8. TAXES:** Unless otherwise agreed to in a writing signed by Purchaser and Dealer, Purchaser shall be solely responsible for the payment of all sales, use, consumer and other taxes arising out of this Order mandated by any applicable federal, state and local laws, codes, ordinances, rules and regulations, whether currently in effect, scheduled to go in effect, or subsequently enacted, including but not limited to, any increases in such taxes taking effect after the date of this Order. Purchaser shall be solely responsible for the cost and fees for all licenses, registrations and titles associated with the sale of the Vehicle.

**9. FAILURE OR DELAY OF DELIVERY; FORCE MAJEURE:** Dealer shall not be liable for failure to deliver or delay in delivery of the Vehicle where such failure to deliver or delay is due, in whole or in part, to any cause other than the gross negligence of Dealer. Further, Dealer will not have any liability for any breach caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war, terrorist act or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond the reasonable control of Dealer.

**10. NOTICES:** It shall be a condition precedent to any liability of Dealer, whether in contract, tort, or otherwise, arising out of this Order or any other dealings between the parties that Purchaser provide written notice to Dealer of any claim, controversy, or alleged breach of this Order within ten (10) days of the event or occurrence giving rise to such claim, controversy or alleged breach and that Purchaser provide Dealer within a reasonable opportunity to cure the problems or issues giving rise to such claim, controversy or alleged breach of this Order. Notwithstanding the foregoing, Purchaser must provide Dealer with notice of any claim, controversy, or alleged breach of this Order and demand for arbitration within twelve months of discovery or accrual of the same, whichever occurs first. It is understood and agreed by the parties that the foregoing provision is both a condition precedent to the right to take such action, and a contractual modification to the statute of limitations for all actions, whether in contract, tort or otherwise, and failure to comply with this condition precedent and contractual statute of limitations shall be an absolute bar to recovery for any problems, issues, rights, claims or causes of action not specifically pled within the twelve month period. Whenever this Order requires that notice be provided to the other party, notice shall be deemed to have been validly given (i) if delivered in person to the party entitled to receive such notice, (ii) two (2) days after being sent by registered or certified mail, postage prepaid to the address indicated on the front side of this Order, or (iii) one (1) day after being sent via overnight mail through a reputable overnight delivery company.

**11. ARBITRATION:** Any controversy or claim arising out of or relating to this Order shall be decided by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, subject to the limitations and restrictions set forth in this Paragraph 11. A demand for arbitration shall be made within a reasonable time after a controversy or claim has arisen and in no event shall be made after the date when institution of legal or equitable proceedings based upon such claim or controversy would be barred by the applicable statute of limitations, subject to the restriction set forth in Paragraph 10. The arbitrator(s) shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages. The parties acknowledge and agree that this Order evidences a transaction involving interstate commerce. Accordingly, the United States Arbitration Act (Title 9 of the United States Code) shall govern the interpretation, enforcement and proceedings pursuant to the arbitration provisions of this Order. The place of arbitration shall be the American Arbitration Association's office closest to the location of Dealer designated on the front side hereof. The parties shall be entitled to discover all documents and information reasonably necessary for a full understanding of any relevant issue raised in the arbitration. Regardless of any term or provision herein to the contrary, claims for contribution or indemnity filed by a party in any lawsuit or action filed or asserted by a third party on account of personal injury or death of any person or damage to property shall not be subject to the terms and provisions of this Paragraph 11. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**12. EXPENSES AND COSTS:** Should Dealer be required to institute any action, including any arbitration proceeding, to enforce any of its rights set forth in this Order, then Dealer shall be entitled to reimbursement from Purchaser for all expenses, including but not limited to, reasonable attorneys' and experts' fees, and costs incurred by Dealer in connection with such action. In the event Purchaser institutes any action, including any arbitration proceeding, against Dealer and in the further event Dealer prevails in such action, Purchaser shall pay Dealer the amount of all expenses, including but not limited to reasonable attorneys' and experts' fees, and costs incurred by Dealer in connection with such action.

**13. MISCELLANEOUS:** This Order may not be changed, altered or amended in any way except in writing signed by a corporate officer or authorized manager of Dealer and an agent of Purchaser. Purchaser acknowledges and agrees that Purchaser has had an adequate opportunity to review and revise this Order and the Order shall not be construed against or in favor of Purchaser or Dealer. No waiver by either party of a breach or default hereunder will be deemed a waiver by such party of a subsequent breach or default of a like or similar nature. No waiver of any of these terms and conditions or any of the terms and conditions will be effective against Dealer unless it is in a writing signed by a corporate officer or authorized manager of Dealer. No course of dealing or performance, usage of trade or failure to enforce any term or condition will be used to modify this Order. If any of these terms or conditions is unenforceable, such term or condition will be limited only to the extent necessary to make it enforceable, and all other terms and conditions will remain in full force and effect. This Order is deemed to have been entered into in the state of the location of Dealer designated on the front side hereof and will be governed by the laws of the state of the location of Dealer designated on the front side hereof, without giving effect to the choice of laws provisions thereof. The remedies expressly provided for in these conditions will be in addition to any other remedies that Dealer may have under the Uniform Commercial Code or other applicable law. Purchaser may not assign this Order without the prior written consent of Dealer. These terms and conditions are for the exclusive benefit of Dealer and Purchaser and no other person will have rights hereunder.



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

## AGENDA FORM

CITY COUNCIL MEETING OF:

May 13, 2014

Submitted by: Mike Roberts

Department: Wastewater

Phone: 271-3160

### ACTION REQUIRED:

Council approval of a Resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Oros & Busch Application Technologies, Inc. for the transport and disposal of biosolids produced by the wastewater treatment plant in the amount not to exceed \$125,000.00. This is a 2014 budgeted item.

### COST TO CITY:

Cost of this Request: \$125,000

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

|                            |    |         |
|----------------------------|----|---------|
| Previously Budgeted        | \$ | 125,000 |
| Funds Expended to Date     |    | -       |
| Remaining Budget           |    | 125,000 |
| Budget Adjustment          |    | -       |
| Remaining After Adjustment | \$ | 125,000 |

Department Head: [Signature] Date: 5-5-2014

Purchasing Agent: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Director: [Signature] Date: 5-8-14

Staff Attorney: [Signature] Date: 5/8/14  
Mayor: [Signature] Date: 5/08/14

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

117 WEST CENTRAL AVENUE \* BENTONVILLE, AR 72712

\*www.bentonvillear.com\*



PLEASE RECYCLE



# Memo



**To:** City Council, Mayor Bob McCaslin  
**From:** Mike Roberts, Wastewater Utilities Manager *MR*  
**Date:** May 13, 2014  
**Re:** Professional Services Agreement for Biosolids Transport and Disposal

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A request for proposals for the transport and disposal of biosolids produced at the Bentonville Wastewater Treatment Plant was published and two proposals were received, one from Oros & Busch Application Technologies, Inc. and one from Reed Environmental, LLC.

After consideration of the proposals received, the proposal review board recommends approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Oros & Busch Application Technologies, Inc. for services in the amount not to exceed \$125,000.00. Oros & Busch Application Technologies, Inc. will transport and dispose of the biosolids produced at the Bentonville Wastewater Treatment Plant for \$40.50 per wet ton. \$125,000.00 was budgeted in the 2014 budget for biosolids disposal.

Thank you

## CONTRACT

THIS CONTRACT AND AGREEMENT made and entered into this 13th day of May 2014, by and between Oros & Busch Application Technologies, Inc., hereafter referred to as Oros & Busch and the City of Bentonville, AR, hereafter referred to as City, WITNESSETH: That

WHEREAS, City has a biosolids material it desires to have removed from it's facilities located at the wastewater treatment plant, and desires to transfer and/or contract, to Oros & Busch, the removal and proper disposal of these materials in accordance with the terms and conditions herein as follows:

1. City shall provide temporary storage at the processing facilities so as to allow Oros & Busch adequate time to arrange loading and transportation of the material to an off site location. City shall provide access to temporary storage, for Oros & Busch trucks and all necessary equipment.
2. Oros & Busch shall remove all stored volume of the material from the City facilities in a safe and timely fashion, so as not to delay ongoing process at the facilities. Removal shall occur on an as needed basis, as determined by the City. The City estimates annual volume to be approximately 3,000 wet tons.
3. Oros & Busch shall provide all necessary equipment and manpower to complete the removal and proper disposal of the materials.
4. Oros & Busch shall locate all disposal sites, and coordinate all activities at the disposal site, including transportation and proper land application of the material.
5. Oros & Busch shall guarantee all transportation and land application of the material shall be done in accordance with all local, state and federal laws and guidelines regulating such activities. Records shall be maintained, and required reports shall be submitted for all biosolids land application activities.
6. Oros & Busch shall provide proof of insurance for all matters associated with this project, which shall include but not be limited too:
  - A. General Liability

C. Automobile Liability

D. Workers' Compensation

7. Oros & Busch agrees to accept the material for the agreed upon price of \$40.50 (forty dollars, and fifty cents) per wet ton. Payment terms shall be net 30 days from date of invoice, or net plus 2% per month for any payments not received within 30 days from date of invoice.

8. City agrees to provide an analysis of the materials. This analysis shall at a minimum meet all State and Federal testing requirements of the materials. City shall guarantee that no portion of the material is unsafe for use for land application purposes on agricultural sites.

9. City shall provide staging and loading of the biosolids at 1901 Northeast A Street, Bentonville, AR. City shall provide all equipment necessary to load Oros & Busch's trailers in a timely fashion.

10. The term of this agreement shall begin on the date first mentioned above, and shall continue through for a 12 month period. At the end of this term, City may choose to renew the contract for an additional term. Prices at that time, shall be negotiated and agreed upon by both parties.

11. In the event of unsatisfactory performance by Oros & Busch, City shall notify Oros & Busch immediately. If said unsatisfactory performance shall not be corrected within 48 hours, the City shall have the right to terminate this contract.

12. Each Parties performance under this Contract shall be excused if the Party is unable to perform their duties due to causes beyond it's reasonable control, including, but not limited to: Acts of God, the acts of civil or military authority, any act of national or international terrorism, bioterrorism, floods, epidemics, quarantine restrictions, riots and strikes. In the event of any incident of such force majeure, the Party unable to perform shall notify the other Party within twenty-four (24) hours of the discovery of such existence of the force majeure and shall be required to resume performance of it's obligations under this Contract upon the termination of the aforementioned force majeure.

13. Any discrepancies, disagreements, or disputes arising from any terms or conditions of this contract shall be handled in the Courts of Arkansas.

IN WITNESS WHEREOF, City of Bentonville, AR has caused these presents to be executed by its duly authorized representative, and Oros & Busch Application Technologies, Inc. has caused these presents to be executed by its duly authorized representative, all done on the day and year first above written.

**City of Bentonville, AR**

By \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Print name and title here)

**Oros & Busch Application Technologies, Inc.**

By \_\_\_\_\_

Joseph Busch, President

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

**A RESOLUTION AUTHORIZING THE MAYOR AND  
CLERK TO ENTER INTO AN AGREEMENT WITH OROS  
AND BUSCH APPLICATION TECHNOLOGIES, INC. FOR  
THE TRANSPORT AND DISPOSAL OF BIOSOLIDS.**

**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 Oros & Busch Application Technologies, Inc. for the transport and disposal of biosolids produced by the wastewater treatment plan as set forth in the agreement hereto as Exhibit "A".

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

**PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.**

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK



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

## AGENDA FORM

CITY COUNCIL MEETING OF:

May 13, 2014

Submitted by: Mike Roberts

Department: Wastewater

Phone: 271-3160

### ACTION REQUIRED:

Resolution authorizing the Mayor to enter into the revised financial assurance contract of obligation with the Arkansas Department of Environmental Quality.

### COST TO CITY:

Cost of this Request: N/A

Additional Budget Amount

☐ One time amount ☐ Continuing O and M

|                            |        |
|----------------------------|--------|
| Previously Budgeted        | \$ N/A |
| Funds Expended to Date     | -      |
| Remaining Budget           | N/A    |
| Budget Adjustment          | -      |
| Remaining After Adjustment | \$ N/A |

Department Head: 5-5-2014  
Date

Purchasing Agent:   
Date

Finance Director: 5/8/14  
Date

Staff Attorney: CT 5/8/14  
Date

Mayor: BM- 5/08/14  
Date

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

117 WEST CENTRAL AVENUE \* BENTONVILLE, AR 72712

\*www.bentonvillear.com\*



PLEASE RECYCLE





## WASTEWATER MEMO

**TO:** City Council, Mayor McCaslin

**From:** Mike Roberts, Wastewater Utilities Manager *MR*

**DATE:** May 13, 2014

**Subject:** Resolution Approving Revised Contract of Obligation

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The Arkansas Department of Environmental Quality Solid Waste Management Division requires a facility closure plan as part of the Bentonville Composting Facility's composting permit. The closure plan must include a closure cost estimate, which is based on hiring a third party to close the compost facility site, and the financial assurance in an allowable mechanism to do so, which is the contract of obligation. ADEQ requires the contract of obligation to be renewed every five years.

On March 25, 2014, City Council authorized the Mayor to enter into a Contract of Obligation with ADEQ by approving Resolution No. 3-25-14-A. The Mayor signed the original Contract of Obligation provided by ADEQ and the original contract was sent to ADEQ to be signed by the appropriate ADEQ representative. Before the contract could be signed by the appropriate ADEQ representative, the standard contract was revised by ADEQ's Legal Division. The revisions involved were primarily grammatical and made only a few minor changes in the wording of the contract. As a result, ADEQ is requesting the Mayor sign and submit a copy of the revised Contract of Obligation.

Therefore, a resolution authorizing the Mayor to enter into the revised financial assurance contract of obligation with the Arkansas Department of Environmental Quality is requested.

## MUNICIPAL CONTRACT OF OBLIGATION

THIS AGREEMENT is made and entered into by and between The City of Bentonville, Arkansas (hereinafter referred to as “the Municipality”) and the Arkansas Department of Environmental Quality (hereinafter referred to as “the Department”).

Whereas Municipality has submitted a permit application for the construction, operation, and maintenance of a solid waste disposal or processing facility pursuant to the requirements of the Arkansas Solid Waste Management Act (hereinafter “the Act”), Ark. Code Ann. § 8-6-201 *et seq.*, and the regulations promulgated thereunder.

Whereas, pursuant to Ark. Code Ann. § 8-6-1603, the Municipality may execute a “Contract of Obligation” in lieu of a performance bond to provide financial assurance for corrective actions, closure, or post-closure care of a solid waste site. Pursuant to the issuance of Permit No. 0297-SC-R1 by the Department to The City of Bentonville for the operation of solid waste disposal site and solid waste management systems, and in consideration of the mutual covenants contained herein, the Department and the Municipality hereby agree as follows:

1. The Municipality is hereby bound unto the Department in the sum of Four Hundred Twenty-Eight Thousand Four Hundred Twenty- Two Dollars (\$ 428,422.00 )

and hereby authorizes the Director of the Department, or designee, to collect said sum from any general revenues being disbursed or to be disbursed from the State of Arkansas to the Municipality upon failure of the Municipality to perform required corrective actions, properly close the facility or provide post-closure care where applicable in accordance with the requirements of the Act and regulations promulgated thereunder.

2. Should the Department find that the Municipality has failed to perform corrective actions, properly close the facility, or provide proper post-closure care where applicable, the Department shall notify the Municipality of such finding and shall afford the opportunity to request administrative and appellate judicial review of such finding prior to seeking collection of any funds as authorized under this contract.
3. The Municipality hereby authorizes the Commissioner of Revenues and the State Treasurer to withhold any funds from general revenues being disbursed or to be disbursed from the State of Arkansas to the Municipality upon receiving notice from the Director of the Department of the Municipality's failure to perform corrective action, properly close the facility, or provide proper post-closure care.
4. This contract shall terminate upon written approval from the Department that financial assurance is no longer required because:
  - (a) the facility has been closed in compliance with the requirements of the Act and the APC&EC regulations; or
  - (b) the owner or operator has completed post-closure care in compliance with the requirements of the Act and the APC&EC regulations; or
  - (c) the required corrective action has been successfully completed in accordance with the Act and the APC&EC regulations.
5. If the Municipality desires to terminate this contract prior to completing proper closure, post-closure care, or required corrective action of the facility or if the facility decides to provide an alternative form of financial assurance, where applicable, it must:
  - (a) send a notice of termination in writing addressed and delivered to the Department;
  - (b) post with the Department an acceptable alternative as provided for in the regulations promulgated in accordance with Ark. Code Ann. § 8-6-1603, or by any rules and regulations adopted pursuant to the Act; and

(c) procure a written acknowledgment from the Department that alternative financial assurance has been provided.

6. The Municipality has, by resolution attached hereto and which is hereby incorporated herein and expressly made a part of this agreement, authorized the signatory thereof to execute this contract of obligation and bind the Municipality to the terms hereof.
7. This contract is effective upon execution by the Director of the Department.

IN WITNESS WHEREOF the parties hereto have set their hands and seals.

City of Bentonville  
Municipality

Robert McCaslin, Mayor  
Typed Name &  
Title of Signatory Agent

\_\_\_\_\_  
Signature of Agent  
  
May 13, 2014  
Date

\_\_\_\_\_  
For Teresa Marks  
  
\_\_\_\_\_  
Date

## RESOLUTION

**WHEREAS** The City of Bentonville, Arkansas ,  
Municipality

deems it necessary and proper to enter into a Contract of Obligation with the Department  
of Environmental Quality as authorized Arkansas Code Annotated § 8-6-1603.

**NOW, THEREFORE, BE IT RESOLVED** by the above named city or county that

Robert McCaslin, as the Signatory Agent of  
Mayor

The City of Bentonville, is hereby authorized to enter into the Contract of  
Municipality

Obligation affixed hereto and to sign the Contract of Obligation on behalf of the above  
named city.

**PASSED, APPROVED, AND ADOPTED** this 13<sup>th</sup> day of May, 2014.

Mayor  
Signature and Title of Governing Body Official

Attest: \_\_\_\_\_  
Signature of City Clerk

**FINANCIAL ASSURANCE CHECKLIST**  
**CONTRACT OF OBLIGATION**

Company Name: City of Bentonville Permit No.: 0297-SC-R1

YES NO QUESTION

|                          |                          |                                                                                                                                                                                                             |
|--------------------------|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Is the solid waste management facility guaranteed by the contract of obligation receiving only non-Resource Conservation and Recovery Act, Subtitle D waste? [8-6-1603 (d)(4)(A)]                           |
| <input type="checkbox"/> | <input type="checkbox"/> | Is the estimated annual general revenue amount pledged under a contract of obligation at least equal to but not less than the estimated annual cost for closure and post-closure care? [8-6-1603 (d)(4)(C)] |
| <input type="checkbox"/> | <input type="checkbox"/> | Is the contract of obligation irrevocable? [Reg.22.1405 (n)(3)]                                                                                                                                             |
| <input type="checkbox"/> | <input type="checkbox"/> | Has the contract of obligation been issued for a period of at least one year? [Reg.22.1405 (n)(3)]                                                                                                          |
| <input type="checkbox"/> | <input type="checkbox"/> | Has the owner or operator provided the original contract of obligation and resolution to the Director for approval? [Reg.22.1405 (n)(4)]                                                                    |
| <input type="checkbox"/> | <input type="checkbox"/> | Has the contract of obligation been executed on forms developed and provided by the Department? [Reg.22.1405]                                                                                               |
| <input type="checkbox"/> | <input type="checkbox"/> | Has the owner or operator provided the initial and updated cost estimates for closure and post-closure care to the Director? [Reg.22.1405 (a) and Reg.22.1405 (b)]                                          |

Comments: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

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



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

## AGENDA FORM

CITY COUNCIL MEETING OF:

May 13, 2014

Submitted by: David Wright

Department

Parks & Recreation

Phone

464-7275

### ACTION REQUIRED:

Parks and Recreation Staff seeks City Council's approval of change order #1, in the amount of \$1,163, to Thomas Fence for the Elm Tree Ball Field fencing project.

### COST TO CITY:

Cost of this Request: \$1,163

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

DW 5/5/2014  
Department Head Date

Purchasing Agent Date

DL 5/8/14  
Finance Director Date

CT 5/8/14  
Staff Attorney Date

PAM 5/08/14  
Mayor Date

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

117 WEST CENTRAL AVENUE \* BENTONVILLE, AR 72712

\*www.bentonvillear.com\*



PLEASE RECYCLE



# Memo



To: City Council, Mayor McCaslin  
From: David Wright, Parks and Recreation Director *DW*  
CC:  
Date: May 5, 2014  
Re: Change Order for Elm Tree Fencing

---

Parks and Recreation Staff is seeking City Council approval of change order #1 to Thomas Fence, in the amount of \$1,163 for the Elm Tree Ball field fencing project.

On February 11, Council approved a bid award to Thomas Fence in the amount of 22,777, for replacing the outfield fence at Elm Tree Ball fields. Once construction began and we were installing new fencing, we realized that old fencing wasn't providing a constant distance and was not a symmetrical arch. We did the work to ensure that every field was a true symmetrical baseball field, and that all fields were a true 150 feet in distance.

In addition, we requested Thomas Fencing to add extra fencing in between fields that allowed us to close the facility, and to prevent motorized vehicles (both cars and four wheelers) from driving into the park. In the past, volunteers have developed bad habits of driving into the park. But adding small amount of extra fencing in between fields, our investment in this facility will be more protected.

A total of 144 linear feet was added to the project, at the same quoted price in which it was bid. The original quoted price was \$8.08 per linear foot. This adds total of \$1,163 to the project. The final project will cost Parks and Recreation \$23,940. The original budget for the project was \$34,800.

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



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

## AGENDA FORM

CITY COUNCIL MEETING OF:

May 13, 2014

Submitted by: Ed Wheeler

Department: Administration

Phone: 271-3191

### ACTION REQUIRED:

Request the City Council approve one (1) new position for the Parks and Recreation Department; a "Recreation Services Manager"; salary grade 34. Please read the attached justification. This position will cost appx \$40,000 for the remainder of 2014 and will require a budget adjustment for that amount. This position will eventually become the Community Center Manager when the new facility opens in April/May, 2015.

### COST TO CITY:

Cost of this Request: \$40,000

Additional Budget Amount:

☒ One time amount ☐ Continuing O and M

|                            |        |
|----------------------------|--------|
| Previously Budgeted        | \$ -   |
| Funds Expended to Date     | \$0    |
| Remaining Budget           | -      |
| Budget Adjustment          | 40,000 |
| Remaining After Adjustment | \$ -   |

Department Head: [Signature] Date: 4/30/14

Staff Attorney: CT Date: 5/8/14

Purchasing Agent: [Signature] Date: 5/8/14

Mayor: [Signature] Date: 5/8/14

Finance Director: [Signature] Date: 5/8/14

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

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PLEASE RECYCLE



## BUDGET ADJUSTMENT REQUEST FORM

**Budget Adjustment #**  
(Assigned by Admin)

**Department:** Parks

**Date of Request:** May 13 2014

| Acct Number        | Account Name                | Revenue + (-) | Expense + (-) | Fund Balance + (-) |
|--------------------|-----------------------------|---------------|---------------|--------------------|
| 010-5030-452-10-10 | Salaries Wages and Benefits |               | \$ 40,000.00  | \$ (40,000.00)     |
|                    |                             |               |               | \$ -               |
|                    |                             |               |               | \$ -               |
|                    |                             |               |               | \$ -               |
|                    |                             |               |               | \$ -               |
|                    |                             |               |               | \$ -               |
|                    |                             |               |               | \$ -               |
|                    |                             |               |               | \$ -               |
|                    |                             |               |               | \$ -               |
|                    |                             |               |               | \$ -               |
|                    |                             |               |               | \$ -               |
|                    | <b>Totals</b>               | \$ -          | \$ 40,000.00  | \$ (40,000.00)     |

**Justification:**

Amount needed for partial year - new parks position.

**FOR ACTING USE ONLY**

**Council Action:**            **Approved**    **Disapproved**    **Other** \_\_\_\_\_

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

Revised 5/1/07

117 WEST CENTRAL AVENUE \* BENTONVILLE, AR 72712

\*www.bentonvillear.com\*



**PLEASE RECYCLE**





# Memo

To: City Council, Mayor McCaslin  
From: David Wright, Parks and Recreation Director  
CC: Ed Wheeler, Human Resources Manager  
Date: April 30, 2014  
Re: New Position – Recreation Services Manager

---

As you are probably well aware, construction of the new Community Center is progressing rapidly. Despite the cold and wet winter, there have been no setbacks associated with the project. The project is on schedule for opening in the first half of 2015.

Although the opening date for the center may not arrive for many months, the time to prepare for this date is upon us. I have worked with Ed Wheeler, Human Resources Manager, to establish a plan to hire a Recreation Services Manager and allow them to focus on opening the building. Immediate tasks include, but are not limited to:

- Promoting and bringing awareness to the Community Center;
- Beginning a membership drive for the Community Center;
- Begin booking and selling events (family reunions, birthday parties, wedding receptions, etc...) for the community rooms;
- Lead Parks and Recreation's effort to set up the new computer software / POS system selected for the department;
- Create policy and procedure manuals for the Community Center;
- Create training manuals for the future Community Center staff;
- Begin putting together preventative maintenance plans for the Community Center;
- Become familiar with construction, allowing them knowledge of the building and its design;
- Begin preparing to hire a comprehensive staff to operate the facility a total of 96 hours per week, beginning in Spring 2015.

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

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

**AN ORDINANCE CREATING A POSITION IN THE PAY  
PLAN FOR THE CITY OF BENTONVILLE, ARKANSAS.**

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

**Section 1:** That the position of "Recreation Services Manager", grade 34, should be  
and the same is hereby added to the City of Bentonville Pay Plan.

**PASSED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2014.**

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK