

1. Agenda

Documents:

[JANUARY 13, 2015 CITY COUNCIL FULL AGENDA.PDF](#)

2. Short Agenda

Documents:

[JANUARY 13, 2015 CITY COUNCIL SHORT AGENDA.PDF](#)



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, January 13, 2015 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, January 13, 2015 6:00 p.m.
305 SW "A" Street**

**Swearing In of City Council Members – Tena O'Brien, Benton County Clerk
Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: December 9, 2014**

AGENDA

1. Planning:

1a. **Connie Reynolds: Lots 201 & 202 Bentonville Original, Lot Split, 301 Northeast 2nd Street, Zoned DE, Downtown Edge.**

(Pages 7-10)

The planning commission voted 5-0 recommending approval.

The applicant is proposing to create two lots from the existing one to be known as Lot 201 (0.14 acres) and Lot 202 (0.11 acres) of the Bentonville Original subdivision. The applicant is dedicating right of way along Northeast 2nd Street per the Master Street Plan.

1b. **Sharon Armstrong: Lots 21 & 22 Huffman Addition, Lot Split, 612 Northwest Jefferson Street, Zoned R01.**

(Pages 11-14)

The planning commission voted 5-0 recommending approval.

The applicant is proposing to create two lots from the existing one to be known as Lot 21 (0.21 acres) and Lot 22 (0.15) acres of the Huffman Addition subdivision. Per the Lot Split provide by the applicant, right of way is being dedicated along Northwest 'F' Street per the Master Street Plan.

- 1c. **Autumn Avenue Property LLC: Autumn Avenue Property LLC, Rezoning, Northwest Autumn Avenue, Zoned A-1.**

(Pages 15-21)

The planning commission voted 6-0 recommending approval.

The applicant has requested a rezoning from A-1, Agricultural to R-1, Single Family Residential. The proposed change is to allow incorporation of land into existing properties that abut tract to the south.

- 1d. **TCI Bentonville Inc. : The Parc at Bentonville, Planned Unit Development, Southwest Regional Airport Boulevard, Zoned A-1.**

(Pages 22-29)

The planning commission voted 4-2 recommending approval.

The applicant has proposed a Planned Unit Development at this location to be known as The Parc at Bentonville. The PUD would cover 79.66 acres and would consist of commercial and multifamily residential developments. The applicant has proposed four phases to the project. Phase 1 would consist of 216 apartments in 9 buildings. Easement will be dedicated along the rear of the commercial property and utilities will be extended along said line to connect to the property to the north. Phase 2 includes the construction of the public street along the rear of the commercial lots and the installation of utilities to those lots. Phases 3 and 4 would consist of apartments and commercial with the final phase to be completed 5-7 years from the beginning of Phase 1.

The maximum multifamily residential density would be 20 units/acre. The applicant is also proposing a 4,900 square foot leasing center near the entrance to the project. Proposed project accessories include a trash compactor, four 6-car garages, a mail structure near the entrance, and a total of 44 carports spread evenly throughout the site. The apartment building will consist of fiber cement siding with manufactured stone accents. The commercial uses are consistent with the uses allowed in the C-2, General Commercial zoning district at time of zoning.

A 5' side landscape buffer between commercial properties is proposed while a 20' landscape buffer will be installed along the rear property lines. The 20' buffer shall be common open property and will consist of a meandering trail with benches every 300'. All landscaping requirement shall meet the provision of section 1400 Landscaping.

- 1e. **Meadows at Woods Creek, Inc.: Amber Ridge, Final Plat, Northeast Marina Drive, Zoned R-1, Single Family Residential.**

(Pages 30-33)

The planning commission voted 6-0 recommending approval.

Amber Ridge consists of 69.29 acres and includes a total of 37 lots, all of which are buildable. The applicant is proposing to dedicate right of way along Northeast Green Creek Road and Northeast Birchgrove Place within the subdivision. The plat also dedicates utility easements throughout the subdivision to serve each lot.

2. Appoint Scott Eccleston to the Bentonville Planning Commission to fill the remaining time of Tom Byland's term that expires July 1, 2015. See attached biography for Mr. Eccleston. **(Pages 34-39)**
3. Appoint Joe Haynie as the Planning Commission representative to the Board of Adjustment vice Jim Stanley whose term on the Board of Adjustment expires January 1, 2015. Mr. Haynie's term on the Board of Adjustment will run from January 1, 2015 to January 1, 2020. **(Pages 40-42)**
4. Reappoint Sam Pearson to the City of Bentonville's Board of Adjustment. New term will expire January, 2020. **(Pages 43-45)**
5. Public Hearing and resolution certifying the amount of liens to be placed on certain properties for the City of Bentonville's costs associated with mowing and weed removal on said properties. **(Pages 46-48)**
6. Fire Department Staff recommends accepting a bid from Long Lewis Ford for three ambulance chassis'. This purchase will supply a chassis for a new ambulance to be placed at Station 6, and two chassis' for ambulance remounts. **(Pages 49-58)**
7. Request for a waiver of bid to allow for the purchase of Patrol Uniforms from Cruse Uniforms in Springdale, Arkansas. The 2015 Budget total budget allotment for Police Department Uniform Supplies is \$98,700.00. This includes Dispatch Uniforms, Patrol Uniforms and Replacements, Bike Team Uniforms, SWAT Uniforms, Leather Gear and Replacements, and other Soft Uniform items such as coats, jackets, rain gear, hats, and informal uniforms. Patrol Uniforms and Replacement Uniforms accounts for the largest portion of this expense and represents \$55,000.00 of this total. Factors such as employee turnover and general wear and tear, determine the actual yearly expense related to Patrol Uniforms and Replacement. The department currently uses Cruse Equipment in Springdale for such uniform and uniform related needs. Being located in Springdale, this provider promotes safety and convenience by allowing local, timely and cost effective uniform measuring, fitting, alterations, and availability. The next closest similar provider is located in Carthage, MO. This waiver of bid would not exceed the budgeted amount and duplicates last year (2014). **(Pages 59-61)**
8. Approve Animal Services Contract with the City of Rogers. This is a 12-month contract as opposed to last year's 13-month contract, but has the same monthly service fee and provisions as our previous year's contract. **(Pages 62-65)**
9. Recommend Mayor and City Council award 6-month blanket bid for 3-phase transformer as shown on the attached bid tabulation in the amount of \$263,606.00. Items will be ordered on an 'as needed' basis. **(Pages 66-68)**
10. Recommend Mayor and City Council award bid #14-57 for pole mount transformers to the lowest bidder as shown on the attached bid tabulation in the amount of \$86,150.00. **(Pages 69-71)**

11. An ordinance authorizing the Mayor and City Council to enter into an agreement with Mueller Systems to provide electric and residential/small commercial water meters at the attached quoted prices for 2015. **(Pages 72-78)**
12. An ordinance authorizing the Mayor and City Council to enter into an agreement with HD Supply Waterworks for SENSUS brand water meters for meters 2" and larger per the City of Bentonville's specifications. This is a 'Single Source' item in the State of Arkansas. **(Pages 79-83)**
13. Enter into an agreement with Holophane Ornamental Lighting to provide the City of Bentonville's standardized lighting. Prices to remain the same January through December, 2015 for the amount of \$562,262.40. The lights will be ordered on an as-needed basis. **(Pages 84-94)**
14. Parks and Recreation Staff seeks City Council approval of Change Order #2 and Budget Adjustment, in the amount of \$38,597.00 for the parking lot project at Merchants Park. **(Pages 95-100)**
15. Council approval of Mayor McCaslin's recommendation to appoint Jon Terlouw to the Parks and Recreation Advisory Board filling Scott Eccleston's unexpired term that will expire on December 31, 2015. **(Pages 101-104)**
16. A resolution for the Mayor and City Clerk to enter into an agreement with Summit Aviation to provide fixed based operator services at the Bentonville Municipal Airport. **(Pages 105-123)**
17. A resolution for the Mayor and City Clerk to assign a current ground lease at Bentonville Municipal Airport into eight (8) individual leases. The current lease is for a T hangar on the west side of the airport property at 2501 SW "I" Street. **(Pages 124-159)**

**City Council
December 23, 2014
Agenda**

Connie Reynolds: Lots 201 & 202 Bentonville Original, Lot Split, 301 Northeast 2nd Street, Zoned DE,Downtown Edge.

The planning commission voted 5-0 recommending approval.

The applicant is proposing to create two lots from the existing one to be known as Lot 201 (0.14 acres) and Lot 202 (0.11 acres) of the Bentonville Original subdivision. The applicant is dedicating right of way along Northeast 2nd Street per the Master Street Plan.

Sharon Armstrong: Lots 21 & 22 Huffman Addition, Lot Split, 612 Northwest Jefferson Street, Zoned R01.

The planning commission voted 5-0 recommending approval.

The applicant is proposing to create two lots from the existing one to be known as Lot 21 (0.21 acres) and Lot 22 (0.15) acres of the Huffman Addition subdivision. Per the Lot Split provide by the applicant, right of way is being dedicated along Northwest 'F' Street per the Master Street Plan.

Autumn Avenue Property LLC: Autumn Avenue Property LLC, Rezoning, Northwest Autumn Avenue, Zoned A-1.

The planning commission voted 6-0 recommending approval.

The applicant has requested a rezoning from A-1, Agricultural to R-1, Single Family Residential.
The proposed change is to allow incorporation of land into existing properties that abut tract to the south.

TCI Bentonville Inc. : The Parc at Bentonville, Planned Unit Development, Southwest Regional Airport Boulevard, Zoned A-1.

The planning commission voted 4-2 recommending approval.

The applicant has proposed a Planned Unit Development at this location to be known as The Parc at Bentonville. The PUD would cover 79.66 acres and would consist of commercial and multifamily residential developments. The applicant has proposed four phases to the project. Phase 1 would consist of 216 apartments in 9 buildings. Easement will be dedicated along the rear of the commercial property and utilities will be extended along said line to connect to the property to the north. Phase 2 includes the construction of the public street along the rear of the commercial lots and the installation of utilities to those lots. Phases 3 and 4 would consist of apartments and commercial with the final phase to be completed 5-7 years from the beginning of Phase 1.

The maximum multifamily residential density would be 20 units/acre. The applicant is also proposing a 4,900 square foot leasing center near the entrance to the project. Proposed project

accessories include a trash compactor, four 6-car garages, a mail structure near the entrance, and a total of 44 carports spread evenly throughout the site. The apartment building will consist of fiber cement siding with manufactured stone accents. The commercial uses are consistent with the uses allowed in the C-2, General Commercial zoning district at time of zoning.

A 5' side landscape buffer between commercial properties is proposed while a 20' landscape buffer will be installed along the rear property lines. The 20' buffer shall be common open property and will consist of a meandering trail with benches every 300'. All landscaping requirement shall meet the provision of section 1400 Landscaping.

Meadows at Woods Creek, Inc.: Amber Ridge, Final Plat, Northeast Marina Drive, Zoned R-1, Single Family Residential.

The planning commission voted 6-0 recommending approval.

Amber Ridge consists of 69.29 acres and includes a total of 37 lots, all of which are buildable. The applicant is proposing to dedicate right of way along Northeast Green Creek Road and Northeast Birchgrove Place within the subdivision. The plat also dedicates utility easements throughout the subdivision to serve each lot.

Planning Commission Staff Report
Lot Split: Lots 201 & 202 Bentonville Original

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Beau Thompson, Planner
PC DATE: December 16, 2014

GENERAL INFORMATION:

Project Number: 14-05000034

Applicant: Connie Reynolds

Representative: Robert Caster

Requested Action: Lot Split Approval

Location: 301 Northeast 2nd Street

Existing Zoning: DE, Downtown Edge

Land Use Plan: Downtown Mixed Use Residential

BACKGROUND:

The applicant is proposing to create two lots from the existing one to be known as Lot 201 (0.14 acres) and Lot 202 (0.11 acres) of the Bentonville Original subdivision. The applicant is dedicating right of way along Northeast 2nd Street per the Master Street Plan.

SURROUNDING LAND USES AND ZONING:

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

STREETS

Direction	Name	Classification
North		
South	Northeast 2nd Street	Collector
East		
West	Northeast 'B' Street	Local

TRAFFIC FINDINGS

- (a) Traffic data for the nearest intersections are as follows: N/A
- (b) Traffic summary software predicts the additional traffic for this project is: N/A

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 is the location of an existing single family dwelling in a developed area with mixed uses.

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

Water / Sewer: Per the G.I.S. site, water and sewer are currently in use at this location.

Waiver(s): N/A

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 201 AND 202 BENTONVILLE ORIGINAL TO THE CITY OF BENTONVILLE, ARKANSAS.

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of lots 201 & 202 Bentonville Original, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 16th day of December, 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 201 & 202 Bentonville Original, 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
Lot Split: Lots 21 & 22 Huffman Addition

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Beau Thompson, Planner
PC DATE: December 16, 2014

GENERAL INFORMATION:

Project Number: 14-05000035

Applicant: Sharon Armstrong

Representative: Gene Buescher (Survey 1)

Requested Action: Lot Split Approval

Location: 612 Northwest Jefferson Street

Existing Zoning: R-1, Single Family Residential

Land Use Plan: Low Density Residential

BACKGROUND:

The applicant is proposing to create two lots from the existing one to be known as Lot 21 (0.21 acres) and Lot 22 (0.15) acres of the Huffman Addition subdivision. Per the Lot Split provide by the applicant, right of way is being dedicated along Northwest 'F' Street per the Master Street Plan.

SURROUNDING LAND USES AND ZONING:

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

STREETS

Direction	Name	Classification
North		
South	Northwest Jefferson Street	Local
East		
West	Northwest 'F' Street	Local

TRAFFIC FINDINGS

- (c) Traffic data for the nearest intersections are as follows: N/A
- (d) Traffic summary software predicts the additional traffic for this project is: N/A

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 is the location of an existing single family dwelling in a developed residential area.

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

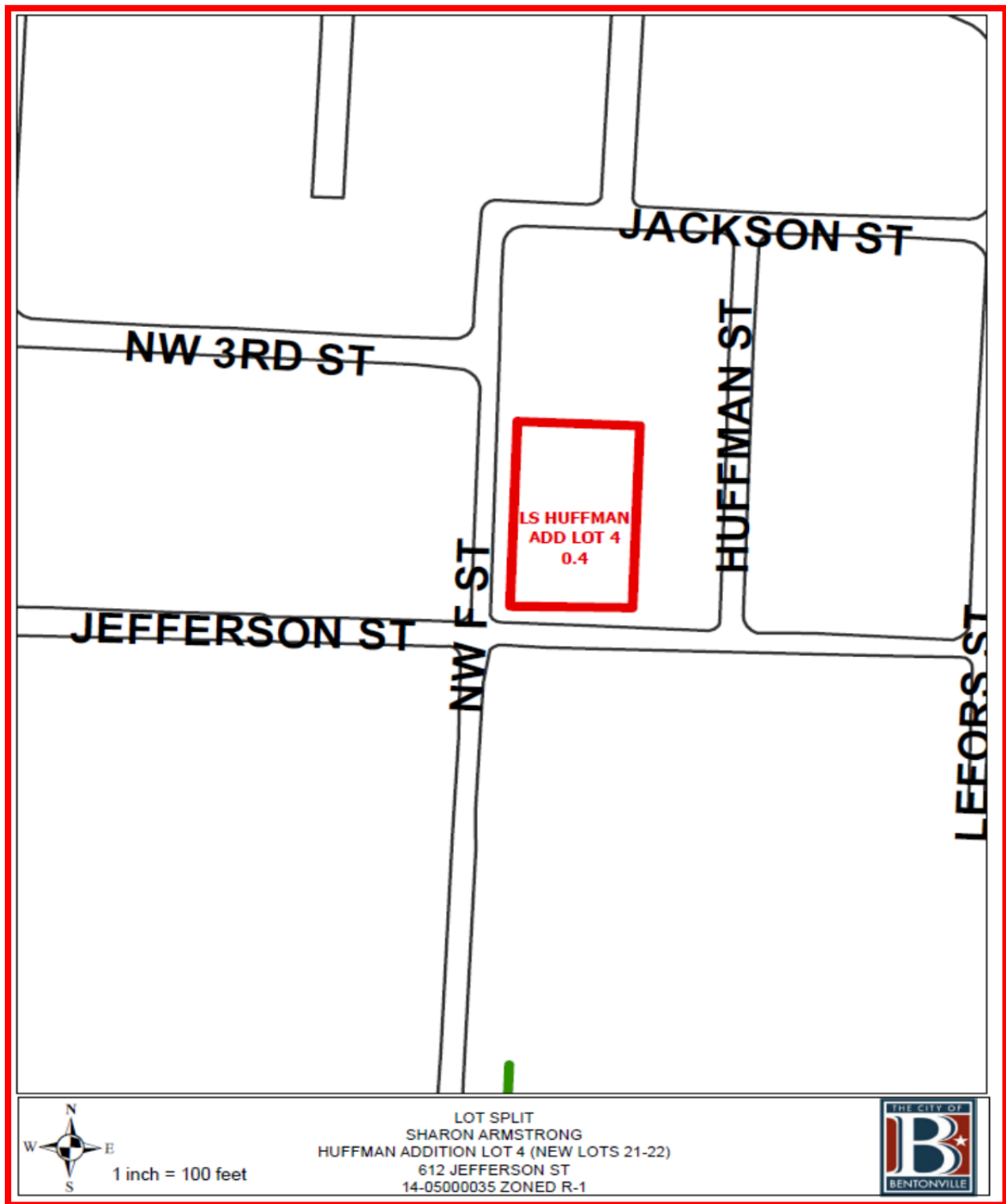
Water / Sewer: Per the G.I.S. site, water and sewer are currently in use at this location.

Waiver(s): N/A

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 21 & 22 HUFFMAN ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS.

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of lots 21 & 22 Huffman Addition, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 16th day of December, 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 21 & 22 Huffman Addition, to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2014

ATTEST

APPROVED

CITY CLERK

MAYOR



PC Meeting of: December 16, 2014

The City of Bentonville, Arkansas

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

REZONING: Autumn Avenue Property LLC (A-1, Agricultural to R-1, Single Family Residential)

Current Planning Division Correspondence: Planning Commission Staff Report

TO: City of Bentonville, Arkansas Planning Commission
FROM: Beau Thompson, Planner
THRU: Troy Galloway, AICP, Community Development Director
DATE: December 16, 2014

GENERAL INFORMATION

H.T.E. Project Number: 14-09000030
Applicant/Current Owner: Autumn Avenue Property LLC
Representative: Liam Buckley
Requested Action: Rezoning
Location: Northwest Autumn Avenue
Existing Zoning: A-1, Agricultural
Proposed Zoning: R-1, Single Family Residential
Future Land Use Map Designation: Commercial

BACKGROUND / HISTORY

Property Description/Site Inspection: A site inspection was completed; this property is currently a vacant lot in a developing residential area.

Previous Rezoning Requests for this Property: There are no known rezoning's for this property.

Surrounding Land Uses & Zonings:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	Vacant	A-1, Agricultural	Commercial
South	Single Family Residential Dwellings	R-1, Single Family Residential	Low Density Residential
East	Vacant	A-1, Agricultural	Public
West	Vacant/Bella Vista	N/A (Bella Vista)	N/A (Bella Vista)

Surrounding Streets & Classifications:

Direction	Name	Master Street Plan Classification	Current Condition
North			
South	Northwest Autumn Avenue	Local	2 lane asphalt with curb and gutter
East	Peach Orchard Road	Arterial	2 lane asphalt
West			

LEGAL NOTIFICATIONS

Public Notice: On **November 13, 2014** the property owner and/or representative mailed certified public notices to property owners within a 200 foot radius of the subject site and staff published a legal notice in the Arkansas Democrat-Gazette, Northwest Arkansas Edition on **November 17, 2014**. In addition, staff posted a notice of public hearing sign on the property on **December 1, 2014**. This **DOES** meet legal noticing requirements and are adequate for the scope of this rezoning application.

RELATIONSHIP TO THE GENERAL PLAN AND FUTURE LAND USE MAP

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

Finding(s) of Staff: The rezoning request is consistent with good land use planning. Due to the construction of the Bella Vista by-pass located just to the north, this parcel would have very limited access for commercial development as is shown on the current Land Use Map. The R-1, Single Family Residential zoning designation will allow the property owners located north of Autumn Avenue to incorporate the parcel into their existing lots whereas the A-1 zoning designation would not allow this due to bulk and area requirements. Furthermore the requested zoning designation would permit the property owner the ability to provide a buffer from the Bella Vista By-Pass located just to the north of this property.

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

Finding(s) of Staff: The proposed rezoning will not create an increase to traffic in the area.

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

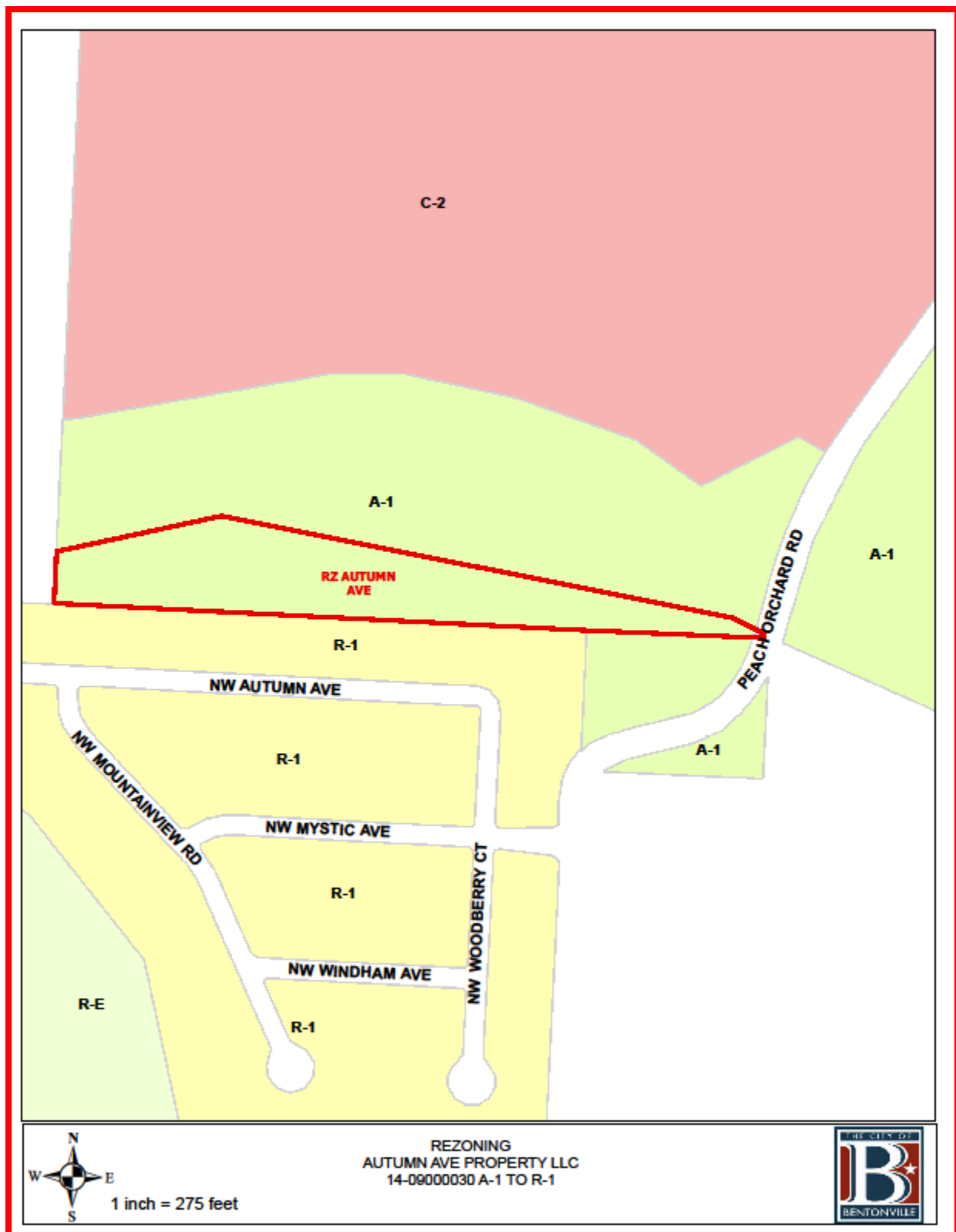
Finding(s) of Staff: The proposed zoning will not adversely alter population density nor impact the public infrastructure. Water and sewer are available at this location. Emergency services are adequate at this location.

ANALYSIS, CONCLUSION, & SUMMARY

The rezoning request IS NOT consistent with the City of Bentonville's Future Land Use Map, which depicts this property as Commercial. However due to the right of way acquisition of the I-49 corridor the property will have restricted access from Peach Orchard Road. Additionally the proximity of the parcel to a single family residential neighborhood no longer promotes this property as commercial.

STAFF RECOMMENDATION

Staff has reviewed this application and based on the findings presented in this staff report, staff recommends **APPROVAL** of this rezoning from **A-1, Agricultural** to **R-1, Single Family Residential**.



Ref application of re-zoning of tract owned by Autumn Ave Property LLC.

Narrative;

- 1) Current zoning designation is A1 with the proposed change in designation to R1. The proposed zoning change is to allow incorporation of land into existing properties that abut tract to the south. These are upscale homes in the Windemere Woods development. Autumn Ave Property LLC will offer these tracts for sale to the existing property owners for ultimate inclusion into their lots.
- 2) To allow incorporation into existing home plat/lots
- 3) The properties will be sold with deed restrictions that would limit the development on the lots to storage sheds etc that are in keeping with the existing buildings in the subdivision.
- 4) Use: Would be an extension of existing lots and remain largely natural except for the future potential to place small domestic scale fences, storage sheds or other out buildings in keeping with the neighborhood or an earthen berm to deflect noise from the forthcoming by pass.
- 5) Traffic. There is access from Peach Orchard Road but this access would be strictly limited to the owners of the properties for vary occasional access to manage landscaping etc.
- 6) Signage: There will be no signage permitted by deed.
- 7) Appearance shall be largely natural with tree plantings to enhance the privacy of rear yards that abut tract.
- 8) Water/Sewer. There is no water and sewer available on the tract – once purchased by the abutting home owners and incorporated to their respective plats there would be water/street access via these homes.
- 9)

ORDINANCE NO. _____

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

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

A part of the SE 1/4 of the of the SW 1/4 and part of the SW 1/4 of the SE 1/4, all in section 12, T-20-N, R-31-W of the 5th P.M., Benton County Arkansas, and being more particularly described as follows: Beginning at the SE corner of said SE 1/4 of the SW 1/4 ; thence 87 deg 04'39" W, 1314.50 feet along the South line of said SE1/4 of the SW 1/4 of section 12 to the SW corner thereof; thence N02 deg 35' 34" E, 128.8 feet along the West line of said SE 1/4 of the SW 1/4 of section 12 to a point on the Southerly right-of-way of relocated US Highway 71 as established by AHTD job 090224; thence N 77 deg 57' 01" E, 418.34 feet (418.84 feet described) along said Southerly right-of-way; thence S 78 deg 44'45" E, 1294.23 feet along said Southerly right-of-way; thence S 63 deg 17' 22" E, 85.85 feet (80.85 feet described) to a point on the centerline of Peach Orchard Road; thence S 12 deg 41' 57" W, 11.76 feet along said centerline of Peach Orchard Road to its intersection with the South line of said SW 1/4 of the SE 1/4 of Section 12; thence N 87 deg 28' 40" W, 446.03 feet along the South line of said SW 1/4 of the SE 1/4 of Section 12 to the point of beginning, containing 5.944 acres, more or less.

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 16th day of December 2014 in the Council Room of the City of Bentonville; notice of said hearing having been published in the Benton County Daily Record for the time and in the manner required by law; and

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

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

Section 1: That the above described real property is hereby changed from its present classification to R-1 property to be used in accordance with the City zoning laws of the State of Arkansas.

PASSED AND APPROVED this _____ day of _____, 2014

ATTEST

APPROVED

CLERK

MAYOR



PC Meeting of: December 16, 2014

The City of Bentonville, Arkansas

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

Planning Commission Staff Report

REZONING: The Parc at Bentonville, A-1, Agricultural to PUD, Planned Unit Development

TO: City of Bentonville, Arkansas Planning Commission
FROM: Jon Stanley, Planner
THRU: Troy Galloway, AICP, Community Development Director
DATE: December 16, 2014

GENERAL INFORMATION

H.T.E. Project Number: 14-13000001

Applicant/Current Owner: TCI Bentonville Inc.

Representative: Phil Swope (Swope Consulting)

Requested Action: Rezoning

Location: Southwest Regional Airport Boulevard

Existing Zoning: A-1, Agricultural

Proposed Zoning: PUD, Planned Unit Development

Future Land Use Map Designation: Industrial

BACKGROUND / HISTORY

The applicant has proposed a Planned Unit Development at this location to be known as The Parc at Bentonville. The PUD would cover 79.66 acres and would consist of commercial and multifamily residential developments. The applicant has proposed four phases to the project. Phase 1 would consist of 216 apartments in 9 buildings. Easement will be dedicated along the rear of the commercial property and utilities will be extended along said line to connect to the property to the north. Phase 2 includes the construction of the public street along the rear of the commercial lots and the installation of utilities to those lots. Phases 3 and 4 would consist of apartments and commercial with the final phase to be completed 5-7 years from the beginning of Phase 1.

The maximum multifamily residential density would be 20 units/acre. The applicant is also proposing a 4,900 square foot leasing center near the entrance to the project. Proposed project accessories include a trash compactor, four 6-car garages, a mail structure near the entrance, and a total of 44 carports spread evenly throughout the site. The apartment building will consist of fiber cement siding with manufactured stone accents. The commercial uses are consistent with the uses allowed in the C-2, General Commercial zoning district at time of zoning.

A 5' side landscape buffer between commercial properties is proposed while a 20' landscape buffer will be installed along the rear property lines. The 20' buffer shall be common open property and will consist of a meandering trail with benches every 300'. All landscaping requirement shall meet the provision of section 1400 Landscaping.

Property Description/Site Inspection: A site inspection was completed; this property is currently vacant in a developing area.

Previous Rezoning Requests for this Property: There are no known rezonings for his property.

SURROUNDING LAND USES & ZONINGS:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	Agriculture	A-1, Agricultural	Industrial
South	Benton County	N/A (Benton County)	Agriculture and Office
East	Benton County	N/A (Benton County)	Commercial
West	Benton County	N/A (Benton County)	Agriculture

SURROUNDING STREETS AND CLASSIFICATIONS:

Direction	Name	Master Street Plan Classification	Current Condition
North			
South	Southwest Regional Airport Boulevard	Arterial	2 lane asphalt with shoulders
East	Southwest Regional Airport Boulevard	Arterial	2 lane asphalt with shoulders
West			

LEGAL NOTIFICATIONS

Public Notice: On **November 14, 2014**, the property owner and/or representative mailed certified public notices to property owners within a 200 foot radius of the subject site and staff published a legal notice in the Arkansas Democrat-Gazette, Northwest Arkansas Addition on **November 17, 2014**. In addition, staff posted a notice of public hearing sign on the property on **December 1, 2014**. This **DOES** meet legal noticing requirements and are adequate for the scope of this rezoning application.

RELATIONSHIP TO THE GENERAL PLAN AND FUTURE LAND USE MAP

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

Finding(s) of Staff: The proposed zoning promotes a mix of uses. Per the general plan the city should encourage a mixed of uses that will help decrease traffic congestion by providing goods and services within the same development.

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

Finding(s) of Staff: The proposed Southwest Regional Airport Boulevard improvements will help facilitate a decrease in traffic congestion in this area. Due to the mix of uses within the development trips per day should be reduced with the development of the commercial lots.

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

Finding(s) of Staff: Water and Sewer infrastructure is adequate for the proposed use. A sewer main will be upgraded to handle the additional demand.

STAFF RECOMMENDATION

Staff has reviewed this application and based on the findings presented in this staff report, staff recommends **APPROVAL** of the rezoning from **A-1, Agricultural** to **PUD, Planned Unit Development** as submitted by the applicant.

**THE PARC AT BENTONVILLE
PLANNED UNIT DEVELOPMENT
DEVELOPMENT STANDARDS**

A. General Description

The proposed request would rezone approximately 74 acres from A-1 to PUD for a multi-purpose development of both commercial and multi-family residential zones.

Owner/Developer: TCI BENTONVILLE INC
 1603 LBJ Freeway, Suite 800
 Dallas, TX 75234

B. District Purposes

1. Reason

The request change is proposed to allow for construction of a 216-unit gated apartment community, along with commercial lots that will be available for development in support of the new adjacent residents.

2. Intent

The buildings are designed in a very visually-appealing way. Their configuration on the site is clustered to allow for large open gathering areas.

3. Utilities

There is already water service to this site, and the main lines will be extended through each phase, as they develop.

Sewer will be also extended through the site, however, a few offsite extensions are first required.

The sewer line located south of the site's southwest corner is the best place to extend from. This will be the deepest location of sewer, which will allow for full gravity service to the whole site.

4. Drainage

All runoff of this site drains from east to west. For phase 1, a detention basin is proposed on the phase's west side, which will collect all runoff from the apartments and phase 1 commercial lots. Future phases will have to provide their own detention.

C. Bulk and Area Requirements

1. Density

The multi-family density is proposed to be 20 units per acre, maximum. The commercial density

2. Lot and Area Requirements

Other than the restrictions listed below, all of the city-required buffers, setbacks and lot coverages shall apply.

C-2 max lot coverage:	65%
Perimeter buffer:	5 feet
Front setback:	20 feet
Side/rear setbacks:	10 feet

D. Development Criteria

1. Architectural Design Criteria

The Parc at Bentonville is designed in the Colonial Revival architectural style. This is reflected in the combination of gable and hip roofs, the use of dormers, open balconies with stand-alone columns, and arched openings at selected locations. This is a common American style, drawing upon elements from various colonial styles popular in the 17th-18th centuries. Horizontal siding is commonly used as the primary exterior material, often in combination with brick or stone masonry as an accent material. The mix of materials on the Parc at Bentonville is true to the style, using primarily horizontal fiber cement siding along with cultured stone accents near the base of the buildings. Because of the long term, widespread use of Colonial Revival architecture, we feel our project will fit in nicely with the architectural variety found in Bentonville.

The project consists of nine three story apartment buildings which contain a total of 216 one and two bedroom apartments with an average square footage of 939 square feet. A 4,900 square foot leasing center is also oriented at the entry to the project featuring the same architectural style as the apartment buildings. In accessory to the project the site contains a trash compactor which is enclosed in split face cmu, four 6-car garages, a mail structure near the site entry, and a total of 44 carports spread evenly throughout the site.

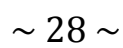
2. Commercial Open Area

To achieve the open area requirements, a band of 20% total lot area is designated in the back of all commercial lots.

This green “belt” is intended to be constructed with curvilinear sidewalk and one sitting bench every 300’. These will be built with the road during phase 2.

3. Maintenance of Private/Common Area and Facilities

All streets, drives, storm drainage, detention facilities and green space that does not lie within a public right-of-way or easement will be privately maintained. That maintenance will be the responsibility of the apartments’ management agency.



ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION TO PUD, PLANNED UNIT DEVELOPMENT.

WHEREAS, TCI Bentonville Inc., duly filed a petition with the City Planning Commission requesting that the hereinafter described real property situated in Benton County, Arkansas, be changed from its present classification to PUD property to be used in accordance with city zoning laws and state laws; which property is described as follows:

LOT 2 OF PRIME PARC SUBDIVISION, CITY OF BENTONVILLE, AS RECORDED IN BOOK 2007 PAGE 803 (FILED 09-26-2007) IN THE CLERK'S OFFICE OF BENTON COUNTY, ARKANSAS.

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 16th day of December 2014 in the Council Room of the City of Bentonville; notice of said hearing having been published in the Benton County Daily Record for the time and in the manner required by law; and

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

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

Section 1: That the above described real property is hereby changed from its present classification to PUD property to be used in accordance with the City zoning laws of the State of Arkansas.

PASSED AND APPROVED this _____ day of _____, 2014

ATTEST

APPROVED

CLERK

MAYOR

Planning Commission Staff Report

Final Plat: Amber Ridge

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, Community Development Director
FROM: Beau Thompson, Planner
PC DATE: December 16, 2014

GENERAL INFORMATION:

Project Number: 14-03000006

Applicant: Meadows at Wood Creek, Inc.

Representative: Blew & Associates

Requested Action: Final Plat Approval

Location: Northeast Marina Drive

Existing Zoning: R-1, Single Family Residential

Land Use Plan: Medium Density Residential

BACKGROUND:

Amber Ridge consists of 69.29 acres and includes a total of 37 lots, all of which are buildable. The applicant is proposing to dedicate right of way along Northeast Green Creek Road and Northeast Birchgrove Place within the subdivision. The plat also dedicates utility easements throughout the subdivision to serve each lot.

SURROUNDING LAND USES AND ZONING:

Direction	Zoning	Land Use
North	R-1, Single Family Residential and A-1, Agricultural	Medium Density Residential and Residential Estate
South	R-1, Single Family Residential	Medium Density Residential
East	R-1, Single Family Residential	Medium Density Residential
West	R-1, Single Family Residential	Medium Density Residential

STREETS

Direction	Name	Classification
North		
South	Northeast Marina Drive	Local
East		
West	Woods Creek Road	Collector

TRAFFIC FINDINGS

- (e) Traffic data for the nearest intersections are as follows: N/A
- (f) Traffic summary software predicts the additional traffic for this project is: N/A

STANDARD CONDITIONS OF APPROVAL:

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

ISSUES / ANALYSIS:

Site Inspection: A site inspection was completed; this property is the site of an undeveloped subdivision

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

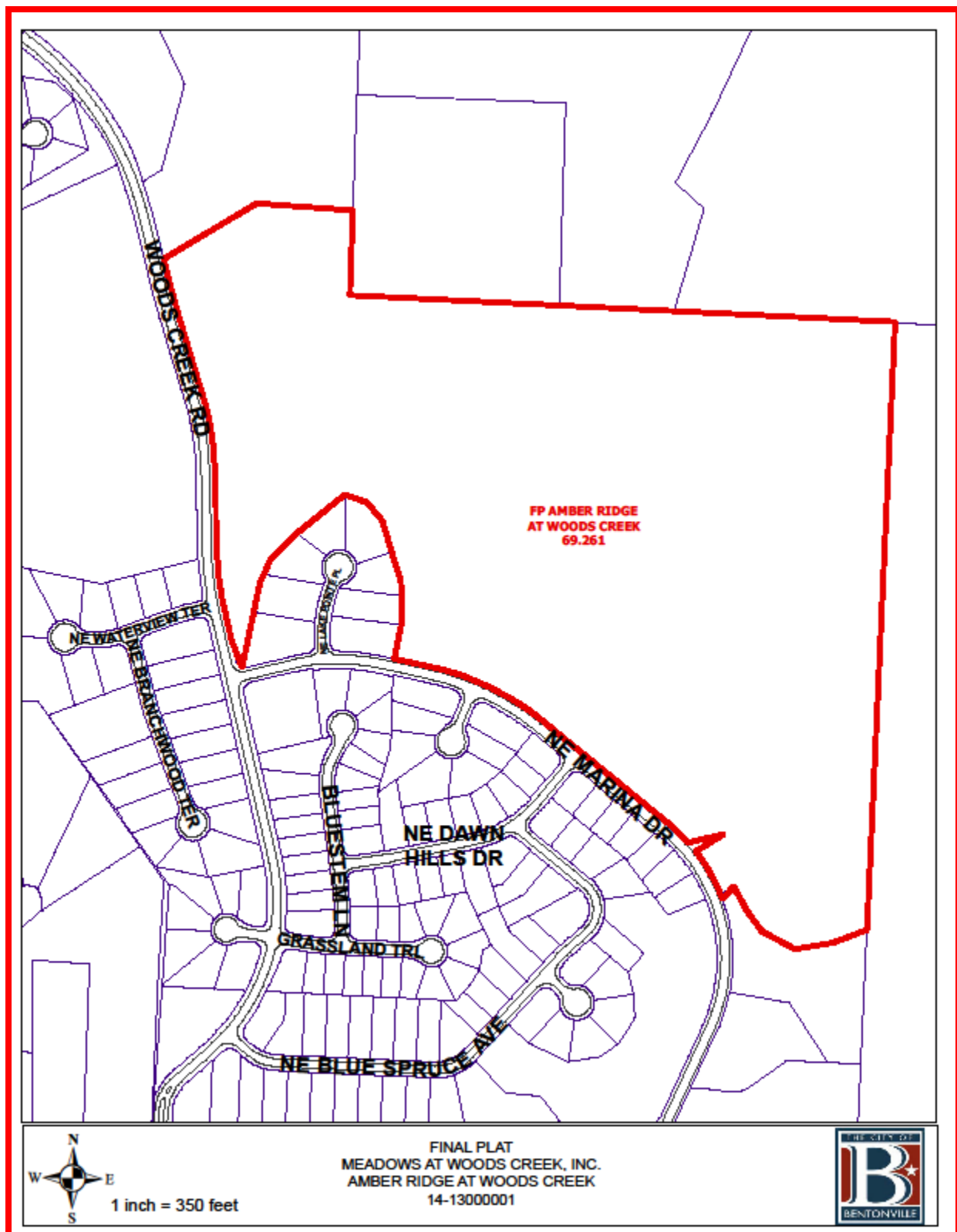
Water / Sewer: Per the G.I.S. site, water and sewer ARE available to this site.

Waiver(s): N/A

Analysis / Conclusion: This final plat **DOES** meet the minimum requirements of the subdivision regulations.

RECOMMENDATION:

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



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A FINAL PLAT OF AMBER RIDGE, TO THE CITY OF BENTONVILLE, ARKANSAS.

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the final plat of Amber Ridge, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 16th day of December, 2014 and

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

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

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

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

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2014

ATTEST

APPROVED

CITY CLERK

MAYOR



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 13, 2015

Submitted by: Troy Galloway

Department Community Development

Phone 271-6809

ACTION REQUIRED:

Appoint Scott Eccleston to the Bentonville Planning Commission to fill the remaining time of Tom Byland's term that expires July 1, 2015. See attached biography for Mr. Eccleston.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

[Signature]
Department Head

8 Dec 14
Date

CT
Staff Attorney

11/7/15
Date

PL
Purchasing Agent

Date

BM
Mayor

1/08/15
Date

PL
Finance Director

1-7-15
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





Scott Eccleston, Director of Facilities and Grounds



At Crystal Bridges, Eccleston has played a key role in the master planning, implementation, and ongoing maintenance of the Museum's 120-acre Ozark woodland site, featuring native plants and wildlife habitat as well as interactive areas geared toward educational and event programming. Eccleston was also instrumental in the creation of the more than 3.5 miles of trails that provide guests with access to the beautiful Ozark setting. Designed to spark the imagination, the trails help guests form connections to the land and its history, as well as enjoy outdoor artworks.

In addition to overseeing the trails and grounds division, Scott manages the facilities team responsible for operations and maintenance of the 201,000-square-foot Museum. He is currently overseeing the relocation and reconstruction on the Crystal Bridges grounds of the Bachman Wilson House designed by Frank Lloyd Wright.

Born in Bartlesville, Oklahoma, Eccleston began a career in landscape at age 14. By age 17, he became the youngest manager of grounds responsible for maintaining the Phillips Petroleum campus located in Bartlesville. By 1993, he had received a bachelor's degree in landscape architecture from Oklahoma State University and completed an internship with the National Park Service at Indiana Dunes National Lakeshore.

After moving to Northwest Arkansas, Eccleston owned and operated a landscape design company from 1994 to 2008. In May of 2008, he became a consultant for Crystal Bridges, then under construction. In January 2009, he was hired as full-time Manager of Parks and Grounds for the Museum, and later Director of Trails and Grounds. He was promoted to his current position in 2012.



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

APPLICANT INFORMATION

Name

If married, spouse's name:

Home Address

City Zip Code

Home/Cell Phone

Business Phone

Email Address

Occupation

Employer

Length of Residency in Bentonville

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

FOR OFFICE USE ONLY

Board / Commission Appointed to:

Date of Appointment:

Term Expires:

Terminate:

Replaced:

REFERENCES

Name

Phone

Email

Name

Phone

Email

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

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

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

I have a Bachelor of Landscape Architecture from Oklahoma State University, this degree exposed me to city, regional, and park planning with a emphasis on low and medium density housing for urban areas. I spent 10 years in the design world of both large scale and residential developments. The past 7 years I have played an instrumental role in the design and implementation of the Museum building and grounds. I have served the past 5 years on the PRAB with the past 3 years as Chairman. I currently serve on the Tree and Landscape Advisory Board.

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

I have spent the last 20 years investing myself and my family in the culture and the spirit of Bentonville. I am deeply rooted in the field of design and planning on a large scale basis, and have spent time on both sides of the development process. I am driven to see Bentonville as a leader in the implementation of a master plan than promotes a healthy mix of residential and commercial projects. I have enjoyed watching the progress of this board and feel that I can add my expertise to benefit this team.

RETURN THIS APPLICATION TO: Submit by E-mail to Janice Hopkins, jhopkins@bentonvillear.com or deliver to the Mayor's Office, 117 West Central, Bentonville, AR 72712. If you have any questions, call 271-3112.

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



January 8, 2015

To: City Council Members & City Clerk
From: Mayor Bob McCaslin
Subject: Appointment of Scott Eccleston to the City of Bentonville's
Planning Commission.

I recommend Scott Eccleston for appointment to the City of Bentonville's Planning Commission filling Thomas Byland's unexpired term. Mr. Eccleston's term will expire on July 1, 2015.

Bob McCaslin

Thomas E. Byland
1207 NW 9th St.
Bentonville, AR 72712

December 2, 2014

Mayor Bob McCaslin
117 West Central Ave.
Bentonville, AR 72712

Subject: Resignation from Planning Commission

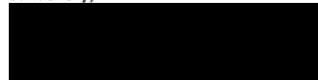
Dear Mayor McCaslin:

This letter is written to submit my resignation as a Member of the Bentonville Planning Commission.

My resignation is based solely on personal reasons in that I will not be able to physically perform my duties for the next few months.

I want to thank you and your staff for the opportunity to serve our community. Your staff is to be commended in their professionalism and devotion to making the city of Bentonville a great place to live, work and play.

Sincerely,



Thomas E. Byland

Mayor McCaslin

From: Troy Galloway
Sent: Thursday, December 04, 2014 10:50 AM
To: Mayor McCaslin
Cc: David Wright; Scott Eccleston (Scott.Eccleston@crystalbridges.org)
Subject: PC appointment

Mayor,

David, Scott, and I met earlier this morning to discuss the possibility of Scott being appointed to the Planning Commission. After some conversation about the future of the PRAB and the Planning Commission Scott communicated to us that he would like to be appointed to the Planning Commission to fill Tom Byland's vacated position. We all know that Scott has provided professional advice and helped establish the credibility that the PRAB enjoys in our community and we all feel that Scott will continue to do the same on the Planning Commission.

We collectively recommend that Scott be appointed to the Planning Commission in January so that he can fulfill his duties with the PRAB through January and to use January as a transition period to the Planning Commission. I will complete the city council agenda documents once we hear your preferences. Thank you in advance and let us know if you have any questions or need additional information.

Respectfully,

Troy



Troy D. Galloway, AICP
Community and Economic Development Director
305 SW "A" Street
Bentonville, AR 72712
Office: 479-271-3122
Fax: 479-271-5906
www.bentonvillear.com



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 13, 2015

Submitted by: Troy Galloway

Department Community Development

Phone 479-271-6809

ACTION REQUIRED:

Appoint Joe Haynie as the Planning Commission representative to the Board of Adjustment vice Jim Stanley whose term on the Board of Adjustment expires January 1, 2015. Mr. Haynie's term on the Board of Adjustment will run from January 1, 2015 to January 1, 2020.

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	\$ -

[Signature] 8 Dec 14
Department Head Date

Purchasing Agent Date

[Signature] 1-7-15
Finance Director Date

CT 11/7/15
Staff Attorney Date

[Signature] 1/08/15
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





January 8, 2015

To: City Council Members & City Clerk
From: Mayor Bob McCaslin
Subject: Appointment of Joe Haynie to the City of Bentonville's Board of Adjustment.

I recommend Joe Haynie for appointment to the City of Bentonville's Board of Adjustment. Mr. Haynie's term will expire on January 1, 2020.


Bob McCaslin



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

APPLICANT INFORMATION

Name Joe Haynie
If married, spouse's name: Charlotte
Home Address [REDACTED]
City Bentonville Zip Code 72712
Home/Cell Phone [REDACTED]
Business Phone [REDACTED]
Email Address [REDACTED]
Occupation Retired
Employer [REDACTED]
Length of Residency in Bentonville 33 yrs.

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

FOR OFFICE USE ONLY

Board / Commission Appointed to:

Date of Appointment:

Term Expires:

Terminate:

Replaced:

REFERENCES

Name Troy Galloway
Phone [REDACTED]
Email [REDACTED]
Name George Spence
Phone [REDACTED]
Email [REDACTED]

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

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

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

Currently serve on the Bentonville Planning Commission. At Retirement from Bentonville School system I was the Construction Manager for the district. In this capacity I was constantly working with the Planning Staff as our school district was expanding exponentially.

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

I would be able to bring the thought processes of the Planning Commission decisions to the table of the Board of Adjustments.

RETURN THIS APPLICATION TO: Submit by E-mail to Janice Hopkins, jhopkins@bentonvillear.com or deliver to the Mayor's Office, 117 West Central, Bentonville, AR 72712. If you have any questions, call 271-3112.

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



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 13, 2015

Submitted by: Troy Galloway

Department: Community Development

Phone: 479-271-6809

ACTION REQUIRED:

Reappoint Sam Pearson to the Bentonville Board of Adjustment. New term will expire January, 2020.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount: \$0

☒ One time amount

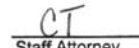
☐ Continuing O and M

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

 9/24/14
Department Head Date

Purchasing Agent Date

 1-7-15
Finance Director Date

 1/7/15
Staff Attorney Date

 1/08/15
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





January 8, 2015

To: City Council Members & City Clerk
From: Mayor Bob McCaslin
Subject: Reappointment of Sam Pearson to the City of Bentonville's Board of Adjustment.

I recommend Sam Pearson for reappointment to the City of Bentonville's Board of Adjustment. Mr. Pearson's term will expire on January 1, 2020.

Bob McCaslin

From: Sam Pearson Jr
Sent: Tuesday, December 09, 2014 3:24 PM
To: Troy Galloway
Cc: Jon Stanley
Subject: RE: reappointment to BOA

Troy,

I am interested in being reappointed, I hope to be able to continue serving our town and community.

Sam Pearson



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 13, 2015

Submitted by: Camille Thompson

Department: Staff Attorney

Phone: 271-5914

ACTION REQUIRED:

A resolution certifying the amount of liens to be placed on certain properties for the City of Bentonville's costs associated with mowing and weed removal on said properties.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount ☐ Continuing O and M

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

Department Head _____ Date _____

Purchasing Agent _____ Date _____

Finance Director DL _____ 1-7-15 Date

CT _____ 1/7/15 Date
Staff Attorney

POM- _____ 1/08/15 Date
Mayor

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



RESOLUTION NO. _____

A RESOLUTION CERTIFYING THE AMOUNT OF LIENS TO BE PLACED ON CERTAIN PROPERTIES FOR THE CITY OF BENTONVILLE'S COSTS ASSOCIATED WITH MOWING AND WEED REMOVAL ON SAID PROPERTIES.

WHEREAS, the City of Bentonville was required to mow tall grass and weeds on certain properties, as more particularly described below, and

WHEREAS, the owner of said properties failed and refused to remove said tall grass and weeds after being given written notification to do so; and

WHEREAS, the City of Bentonville has incurred costs in connection with the removal of said tall grass and weeds; and

WHEREAS, pursuant to Ark. Code Ann. § 14-54-904, the City council may certify to the tax collector the amount of costs associated with the such mowing, plus a ten percent (10%) penalty for collection to be placed on the tax books a delinquent taxes, and collected accordingly, and

WHEREAS, on this 13th day of January 2015, this matter came before the Council for a public hearing, the owner of said property having been given notice of the hearing via certified mail and notice having been published in the newspaper one time a week for four consecutive weeks.

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

Section 1. That upon the evidence presented to the council, it is found and certified that the following costs were incurred by City for the mowing of the respective properties located within the City of Bentonville more particularly described below:

Lots 50 thru 54 of Stoneburrow Addition Phase 1	\$400.00
---	----------

Section 2. That the City Council for the City of Bentonville asserts liens on the above-described properties, certifies the above-stated costs plus the statutory ten (10%) penalties for collection, and directs the Benton County Tax Collector to place these liens on the books as delinquent taxes to be collected accordingly.

Section 3. This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY			
X	Bid Award	Bid #	14-60
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

January 13, 2015

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Fire Department Staff recommends accepting a bid from Long Lewis Ford for three ambulance chassis'. This purchase will supply a chassis for a new ambulance to be placed at Station 6, and two chassis' for ambulance remounts.

COST TO CITY:

Cost of this Request: \$134,712

Additional Budget Amount \$0

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	445,000
Funds Expended to Date		-
Remaining Budget		445,000
Budget Adjustment		-
Remaining After Adjustment	\$	445,000

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





Inter-office Memorandum

To: Mayor McCaslin and City Council
From: Brent Boydston, Fire Chief
CC: Camille Thompson, Staff Attorney and Denise Land, Finance Director
Date: 1.2.2015
Re: Bid for Ambulance Chassis'

City Council approved in the 2015 budget to purchase a new ambulance for Station 6, and the remount of two existing ambulances in the fleet.

Due to the build time (10 – 12 weeks) from Ford, we sent bids out for the ambulance chassis' in late 2014. The City received one bid from Long Lewis Ford in Muscle Shoals Alabama.

Fire Department Staff recommends Council accept this bid for three ambulance chassis'.

Memorandum

To: City Council Members
CC: Mayor Bob McCaslin, Denise Land
From: Katherine Bertschy, Purchasing Agent
Date: 1/8/2015
Re: Bid award #14-60

The 2015 Fire Department budget included the purchase of three (3) Ford F-450 Chassis, two for Ambulance Re-mounts and one for a New Ambulance. Invitations to bid were sent to the following dealerships:

Landers Ford Benton, Ar	Smith Auto Group Jane, Mo
Olathe Ford Olathe, KS	Long Lewis Ford Muscle Shoals, AL
Landers-McClarty Ford Bentonville, AR	

Long-Lewis was the only dealership that submitted a bid.

The Purchasing Office recommends award of Bid #14-60 for the purchase of three (3) Ford Chassis be awarded to Long-Lewis, out of Muscle Shoals Alabama, in an amount of \$44,904.00 ea. (\$134,712.00 total) The chassis will be delivered to Excellence for the installation of the Ambulance Boxes.

**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: ----14-60
ISSUE DATE: ----12/05/14
BID DATE: ----12/30/14
TIME: ----1:00 P.M.

QUANTITY	DESCRIPTION	Unit Price Each
3	2015 Ford F450 4X4 Chassis for Ambulance Mount	
	Minimum Specifications	\$ 44,904
	See Attached:	
	<i>*only Exception is tires may not be Continental</i>	
	Delivery must be made to Excellence located in Madison Alabama	
	Total Delivered Bid Price	\$ 134,712

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: Brent Boydston, Fire Chief @ (479)271-3151
- Company Name: Long Lewis Ford & Son Address: 2800 Woodward Ave, Muscle Shoals AL 35661
By: Christina U Croteau City: MUSCLE SHOALS
Telephone Number: 256 710 5229 State: AL
Federal I.D./Social Security No: [REDACTED]
- [REDACTED]

Long Lewis Ford of the Shoals
Presents...



The 2015 Ford F-450 Chassis XLT

4x4 SD Regular Cab 165" WB DRW

* Bid price 2015 Ford F-450's per Required specs \$44,904
Payment Due upon delivery of chassis to Excellence x3

total Bid (3) \$ 134,712



Prepared For: City of Bentonville
Prepared By: Christina Croteau
Prepared On: December 23, 2014

Prepared For:
BENTONVILLE
Alabama

Prepared By:
Christina Crislean
Long Lewis Ford of the Shoals
2800 Woodward Avenue
Muscle Shoals, Alabama, 35661



Vehicle Profile

2015 Ford F-450 Chassis

4x4 SD Regular Cab 165" WB DRW XLT (F4H)

Powertrain

Powerstroke 6.7L V-8 OHV direct diesel injection 32 valve intercooled turbo diesel engine * 357 amp dual alternator * 750 amp (total) 78 amp hours (Ah) (total) battery dual batteries with run down protection * Engine block heater * 6-speed electronic SelectShift automatic transmission with overdrive, lock-up, driver selection * Part-time four-wheel drive with electronic transfer case shift, auto locking hubs * Limited slip differential, driveline traction control * 4.10 axle ratio * Stainless steel exhaust

Steering and Suspension

Hydraulic power-assist re-circulating ball steering * 4-wheel disc brakes with front and rear vented discs * Firm ride suspension * Mono-beam non-independent front suspension * Front anti-roll bar * Front coil springs * HD front shocks * DANA 110 rigid rear axle * Rear leaf suspension * Rear anti-roll bar * HD rear leaf springs * HD rear shocks * Front and rear 19.5" x 6.00" polished forged aluminum wheels with chrome hub covers * LT225/70SR19.5 BSW AT front and rear tires * Frame mounted mounted full-size steel spare wheel

Safety

4-wheel anti-lock braking system * Daytime running lights * Dual airbags, passenger side front-impact cancellable airbag, seat mounted driver and passenger side-impact airbags, curtain 1st row overhead airbag * Front height adjustable seatbelts * SecurILock immobilizer, panic alarm, security system

Comfort and Convenience

Air conditioning * SiriusXM AM/FM/Satellite, clock, seek-scan, in-dash mounted single CD, MP3 decoder, SYNC external memory control, 4 speakers, voice activation, speed sensitive volume, Bluetooth wireless streaming, fixed antenna, radio steering wheel controls * Cruise control with steering wheel controls * Power door locks with 2 stage unlock, keyfob (all doors) keyless entry * 3 12V DC power outlets, retained accessory power, power adjustable pedals, Bluetooth wireless phone connectivity * Analog instrumentation display includes tachometer, engine temperature gauge, turbo/supercharger boost gauge, transmission fluid temp gauge, engine hour meter, compass, exterior temp, systems monitor, trip odometer * Warning indicators include oil pressure, engine temperature, battery, lights on, key, low fuel, door ajar, service interval, brake fluid * Steering wheel with tilt and telescopic adjustment * Power front windows with deep tint, driver and passenger 1-touch down * Variable intermittent front windshield wipers * Dual vanity mirrors * Day-night rearview mirror * Interior lights include dome light with fade, front reading lights, illuminated entry * Glove box, front cupholder, instrument panel bin, dashboard storage, driver and passenger door bins, locking 1st row underseat storage * Upfitter switches

Seating and Interior

Seating capacity of 3 * 40-20-40 split-bench front seat with adjustable head restraints with tilt, center armrest with storage * 4-way adjustable driver seat includes lumbar support * 4-way adjustable passenger seat * Cloth faced front seats with carpet back material * Full cloth headliner, full vinyl/rubber floor covering, urethane gear shift knob, chrome interior accents

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05211224 12/1/2014

Printed on December 23, 2014 at 12:17

Price Level: 520

QuoteID: <None>

Page 2

Vehicle Profile Continues

Prepared For:

Prepared By:

Dealership:

Christina Cordell

Long Lewis Ford of the Shoals

Exterior Features

Side impact beams, front license plate bracket, fully galvanized steel body material * Black fender flares * Black side window moldings, black front windshield molding * Black door handles * Chrome grille * 2 doors * Trailer harness, brake controller * Driver and passenger power remote black heated convex spotter folding manual extendable trailer outside mirrors with turn signal indicators * Front chrome bumper with front tow hooks * Aero-composite halogen headlamps * Additional exterior lights include cab clearance lights, underhood light, remote activated perimeter/approach lights * Clearcoat monotone paint * Ambulance

Warranty

Basic	36 month/36,000 miles	Powertrain	60 month/60,000 miles
Corrosion Perforation	60 month/unlimited mileage	Roadside Assistance	60 month/60,000 miles
Diesel Engine	60 month/100,000 miles		

Dimensions and Capacities

Output	300 hp @ 2,800 rpm	Torque	660 lb.-ft. @ 1,600 rpm
1st gear ratio	3.974	2nd gear ratio	2.318
3rd gear ratio	1.516	4th gear ratio	1.149
5th gear ratio	0.858	6th gear ratio	0.674
Reverse gear ratio	3.128	Curb weight	8,067 lbs.
GVWR	16,500 lbs.	Front	7,000 lbs.
Rear GAWR	12,000 lbs.	Payload	8,683 lbs.
Front curb weight	4,842 lbs.	Rear curb weight	3,225 lbs.
Front axle capacity	7,000 lbs.	Rear axle capacity	12,000 lbs.
Front spring rating	7,000 lbs.	Rear spring rating	12,000 lbs.
Front tire/wheel capacity	7,500 lbs.	Rear tire/wheel capacity	15,000 lbs.
Towing capacity	16,000 lbs.	5th-wheel towing capacity	17,000 lbs.
Front legroom	41.1 "	Front headroom	40.7 "
Front hiproom	67.6 "	Front shoulder room	68.0 "
Passenger area volume	65.9 cu.ft.	Length	250.5 "
Body width	95.2 "	Body height	80.4 "
Wheelbase	165.0 "	Cab to axle	84.0 "
Axle to end of frame	47.6 "	Front track	74.8 "
Rear track	74.0 "	Turning radius	24.3 '
Fuel tank	40.0 gal.	Rear frame height loaded	28.1 "
Rear frame height unloaded	33.0 "		

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Printed on December 23, 2014 at 12:17

Price Level: 520

QuoteID: <None>

Page 3

Prepared For:
BENTONVILLE
Alabama

Prepared By:

Christina Carlson
Long Lewis Ford of the Shoals
2800 Woodward Avenue
Muscle Shoals, Alabama, 35661



Selected Options

2015 Ford F-450 Chassis

4x4 SD Regular Cab 165" WB DRW XLT (F4H)

Vehicle Snapshot

Engine: 6.7L OHV Power Stroke Turbo Diesel V8 B20
Transmission: TorqShift 6-Speed Automatic
Rear Axle Ratio: Limited-Slip w/4.10
GVWR: 16,500 lb Payload Package

Code	Description	MSRP
F4H	Base Vehicle Price (F4H)	41,755.00
Packages		
653A	Order Code 653A (99Y) Engine: 6.8L 3-Valve SOHC EFI V10; (44T) Transmission: TorqShift 5-Speed Automatic; (X48) 4.88 Axle Ratio; (STDGV) GVWR: 16,500 lb Payload Package; (TFB) Tires: 225/70R19.5G BSW AS; (64Z) Wheels: 19.5" Argent Painted Steel : Hub covers/center ornaments not included.; (3) Cloth 40/20/40 Split Bench Seat : Includes driver side manual lumbar support, 20% center under seat storage, center armrest, cupholder, storage and four-way adjustable driver and passenger headrests.; (585) Radio: AM/FM Stereo/Single CD/MP3 : Includes digital clock, 4 speakers and auxiliary audio input jack.	N/C
Emissions		
425	50-State Emissions System	N/C
Powertrain		
99T	Engine: 6.7L OHV Power Stroke Turbo Diesel V8 B20 Dual 78-AH 750-CCA Batteries; (X41) 4.10 Axle Ratio; Extra Heavy-Duty Alternator : 200 amp. Includes clean idle decal and intelligent oil life monitor. Torque: 660 ft.lbs. @ 1600 rpm.	8,130.00
44W	Transmission: TorqShift 6-Speed Automatic Heavy duty. Includes SelectShift.	190.00
X4N	Limited-Slip w/4.10 Axle Ratio	360.00
STDGV	GVWR: 16,500 lb Payload Package	Included
Wheels & Tires		
TGB	Tires: 225/70R19.5G BSW Max Traction	215.00

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Price Level: 520

QuoteID: <None>

Page 4

Selected Options Continued

Prepared For:

Prepared By:

Dealership:

Christina Cordeau
Long Lewis Ford of the Shoals

Code	Description	MSRP
	<i>Includes 4 traction tires on the rear and 2 traction tires on the front. Not recommended for over the road applications; could incur irregular front tire wear and/or NVH. Optional spare is 225/70R19.5G BSW traction.</i>	
64D	Wheels: 19.5" Forged Polished Aluminum <i>Includes bright hub covers and center ornaments.</i>	1,095.00
512	Spare Tire, Wheel & Jack <i>(61J) 6-Ton Hydraulic Jack. Excludes carrier. REQUIRED in Rhode Island.</i>	350.00
Seats & Seat Trim		
3	Cloth 40/20/40 Split Bench Seat <i>Includes driver side manual lumbar support, 20% center under seat storage, center armrest, cupholder, storage and four-way adjustable driver and passenger headrests.</i>	Included
Other Options		
PAINT	Monotone Paint Application	N/C
165WB	165" Wheelbase/84" Cab to Axle	N/C
213	4x4 Electronic-Shift-On-The-Fly (ESOF) <i>Includes manual-locking hubs and auto rotary control on instrument panel; required with Flow-through Console.</i>	185.00
41H	Engine Block Heater <i>Standard in Alaska, Colorado, Iowa, Idaho, Maine, Michigan, Minnesota, Montana, North Dakota, New Hampshire, New York, South Dakota, Vermont, Wisconsin and Wyoming.</i>	75.00
61J	6-Ton Hydraulic Jack <i>REQUIRED in Rhode Island.</i>	Included
98R	Operator Commanded Regeneration (OCR)	Included
67A	Dual Alternators (Total 357-Amps)	Included
585	Radio: AM/FM Stereo/Single CD/MP3 <i>SYNC w/MyFord Communications/Entertainment System : Includes voice-activated with 911 Assist, Vehicle Health Report (VHR), traffic, directions and information services, one USB port, compass, AppLink and three button message control on steering wheel.; SiriusXM Satellite Radio : U.S. Satellite Service is available in the 48 contiguous United States and D.C. Includes digital clock, 4 speakers and auxiliary audio input jack.</i>	Included
Fleet Options		
62M	Adjustable Pedals (Fleet) (LPO)	120.00
47A	Ambulance Prep Package (LPO) <i>(67A) Dual Alternators (Total 357-Amps); (98R) Operator Commanded Regeneration (OCR). Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer. Ford vehicles are suitable for producing ambulances only if equipped with the Ford Ambulance Prep Package. In addition, Ford urges ambulance manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body-Builders Layout Book (and pertinent supplements). Using a Ford vehicle without the Ford Ambulance Prep Package to produce an ambulance voids the Ford warranty. Includes max front springs/GAWR rating for configuration selected. NOTE: Stationary Elevated Idle Control (SEIC) has been integrated into the engine control module.</i>	1,205.00
166	Carpet Delete (LPO) <i>Replaced with black floor mat.</i>	(50.00)

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Printed on December 23, 2014 at 12:17

Price Level: 520

QuoteID: <None>

Page 5

Selected Options Continued

Prepared For:

Prepared By:

Dealership:

Christina Coteau
Long Lewis Ford of the Shoals

Code	Description	MSRP
942	Daytime Running Lamps (DRL) (LPO)	45.00
Interior Colors For : Primary w/XLT (Regs)		
3S	Steel	N/C
Primary Colors For : Primary w/XLT (Regs)		
F1	Vermillion Red	N/C
Vehicle Subtotal		\$53,675.00
Destination		\$1,195.00
Vehicle Subtotal (including Destination)		\$54,870.00

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05211224 12/1/2014

Printed on December 23, 2014 at 12:17

Price Level: 520

QuoteID: <None>

Page 6



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 13, 2015

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Request for a waiver of bid to allow for the purchase of Patrol Uniforms from Cruse Uniforms in Springdale, Arkansas. The 2015 Budget total budget allotment for Police Department Uniform Supplies is \$98,700. This includes Dispatch Uniforms, Patrol Uniforms and Replacements, Bike Team Uniforms, SWAT Uniforms, Leather Gear and Replacements, and other Soft Uniform items such as coats, jackets, rain gear, hats, and informal uniforms. Patrol Uniforms and Replacement Uniforms accounts for the largest portion of this expense and represents \$55,000 of this total. Factors such as employee turnover and general wear and tear, determine the actual yearly expense related to Patrol Uniforms and Replacement. The department currently uses Cruse Equipment in Springdale for such uniform and uniform related needs. Being located in Springdale, this provider promotes safety and convenience by allowing local, timely and cost effective uniform measuring, fitting, alterations, and availability. The next closest similar provider is located in Carthage, MO. This waiver of bid would not exceed the budgeted amount and duplicates last year (2014).

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

Department Head

Date

Purchasing Agent

Date

Finance Director

Date

CT

Staff Attorney

Mayor

Date

Date

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>1/13/2015</u>	
Requested by:	<u>Chief Jon Simpson</u>	
Department:	<u>Police Department</u>	
DESCRIPTION OF REQUEST:		
Type of Equipment:	<u>Uniform and Uniform Supplies</u>	
Year & Model:	<u>Not applicable</u>	
Serial #	<u>None</u>	
To Be Purchased From:	<u>Cruse Uniform Supplies</u>	
	<u>5320 W. Sunset</u>	
	<u>Springdale, Arkansas 72762</u>	
Amount:	Base Amount:	<u>\$98,700.00</u>
	Tax:	<u> </u>
	*Other:	<u> </u>
	TOTAL	<u>\$ 98,700.00</u>
* List all other costs: (not to exceed above detailed budgeted amount)		
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:		
The 2015 Budget total budget allotment for Police Department Uniform Supplies is \$98,700. This includes Dispatch Uniforms, Patrol Uniforms and Replacements, Bike Team Uniforms, SWAT Uniforms, Leather Gear and Replacements, and other Soft Uniform items such as coats, jackets, rain gear, hats, and informal uniforms. Patrol Uniforms and Replacement Uniforms accounts for the largest portion of this expense and represents \$55,000 of this total. Factors such as employee turnover and general wear and tear, determine the actual yearly expense related to Patrol Uniforms and Replacement. Being located in Springdale, this provider promotes safety and convenience by allowing local, timely and cost effective uniform measuring, fitting, alterations, and		
<u> </u> Department Head		<u> </u> Director of Finance & Administration

ORDINANCE NO. _____

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

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

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

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

PASSED and APPROVED this ____ day of _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 13, 2015

Submitted by: Jon Simpson

Department: Police

Phone: 271-3172

ACTION REQUIRED:

Approve Animal Services Contract with the City of Rogers. This is a 12-month contract as opposed to last year's 13-month contract, but has the same monthly service fee and provisions as our previous year's contract.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

Department Head

1-7-15
Date

Purchasing Agent

Date

Finance Director

1-8-15
Date

CT
Staff Attorney

1/8/15
Date

Mayor

1/08/15
Date

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



ANIMAL SERVICES CONTRACT

This contract for animal services is entered into this _____ day of _____, 2015, by and between the City of Rogers, Arkansas, a municipal corporation, acting through its Mayor, hereinafter referred to as "Rogers", and the City of Bentonville, Arkansas, a municipal corporation, acting through its Mayor, hereinafter referred to as "Bentonville":

WITNESSETH:

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

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

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

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

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

shall be kept on hand by the Department Head of each city's animal control division. The clerk of each City shall also maintain a copy of the Addendum, originally or as it may be modified, with a copy of the contract, on file with the City records.

- (3) INDEMNITY AND HOLD HARMLESS PROVISION: To the extent permitted by law and without waiving statutory tort immunity, each party agrees to indemnify the other party from claims resulting from performance under this agreement.
- (4) TERM: This contract shall have an effective date of February 1st, 2015 and shall run until February 1st, 2016.
- (5) WAIVER: Failure of either party hereto to exercise any options herein contained upon breach by the other shall not constitute a waiver of that party's right to exercise such options upon future breach.
- (6) COMPLETE AGREEMENT: It is agreed that neither party hereto is relying upon any oral or written information or representations made by the other prior to the signing of this contract unless expressly provided herein, and that this contract constitutes the entire agreement between the parties and same shall not be hereafter amended or modified unless reduced to writing and signed by the parties hereto as stated in Section (2) above. It is further agreed that all earlier agreements of the parties are hereby rescinded.
- (7) SEVERABILITY: If any phrase, clause, sentence or paragraph of this contract shall be declared invalid by the judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining sentences, paragraphs or clauses of this contract.

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

ATTEST:

**CITY OF ROGERS,
ARKANSAS**

By: _____
CITY CLERK

By: _____
C.GREG HINES, MAYOR

ATTEST:

**CITY OF BENTONVILLE,
ARKANSAS**

By: _____
CITY CLERK

By: _____
BOB McCASLIN, MAYOR

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR AND
CITY CLERK TO ENTER INTO AN AGREEMENT WITH
THE CITY OF ROGERS FOR ANIMAL SERVICES 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 Clerk be and are hereby authorized to enter into an Agreement with the City of Rogers for Animal Services as set forth in the Agreement attached hereto as Exhibit "A".

Section 2: Because The City of Rogers operates the only cooperative regional animal services facility for the use of both cities, and because the facility was funded in part by Bentonville in consideration of its continued use, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY			
x	Bid Award	Bid #	14-50
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

January 13, 2015

Submitted by: Travis Matlock

Department: Inventory

Phone: 271-3145

ACTION REQUIRED:

Recommend Mayor and City Council award the 6-month blanket bid for 3-phase transformer as shown on the attached bid tabulation in the amount of \$263,606.00. Items will be ordered on a 'as needed' basis.

COST TO CITY:

Cost of this Request: \$263,606

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



M E M O R A N D U M

DATE: January 4, 2015

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **3-ph. transformer bid award #14-50**

The City of Bentonville recommends awarding the bids for 3-phase transformers in the total amount \$263,606.00. The low bidders for the various items are as follows:

Techline in the amount of \$11,766.00
Stuart Irby Co in the amount of \$251,840.00

This award is for six months, January-June 2015. The transformers will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

Bid Tabulation		AECI		Ibby		ABB		CG Power Systems		HD Supply		Ibby		Howard - Silicon		Technica		WESCO	
Formal Bid # 1450		ERMCO		CG Power Systems		ABB		CG Power Systems		HD Supply		Ibby		Howard - Silicon		Technica		WESCO	
Three Phase Transformers		ERMCO		CG Power Systems		ABB		CG Power Systems		HD Supply		Ibby		Howard - Silicon		Technica		WESCO	
Bid Opening November 18th, 2014		ERMCO		CG Power Systems		ABB		CG Power Systems		HD Supply		Ibby		Howard - Silicon		Technica		WESCO	
Line	Item	Transformers Description	Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price
1	45 KVA PAD MOUNT 3PH	120/208Y	\$ 5,184.00	\$ 7,664.00	\$ 5,076.00	\$ 7,193.00	\$ 7,265.00	\$ 9,461.00	\$ 5,145.00	\$ 7,217.00	\$ 5,145.00	\$ 7,341.00	\$ 5,329.00	\$ 8,652.00	\$ 4,872.00	\$ 8,652.00	\$ 4,945.00	\$ 6,211.00	\$ 8,621.00
2	45 KVA PAD MOUNT 3PH	277/480Y	\$ 5,802.00	\$ 7,985.00	\$ 5,121.00	\$ 7,317.00	\$ 7,435.00	\$ 9,403.00	\$ 5,445.00	\$ 7,341.00	\$ 5,445.00	\$ 7,341.00	\$ 5,371.00	\$ 8,652.00	\$ 4,872.00	\$ 8,652.00	\$ 4,945.00	\$ 6,211.00	\$ 8,621.00
3	75 KVA PAD MOUNT 3PH	120/208Y	\$ 6,545.00	\$ 9,487.00	\$ 5,831.00	\$ 8,947.00	\$ 7,755.00	\$ 10,731.00	\$ 5,831.00	\$ 8,947.00	\$ 5,831.00	\$ 8,947.00	\$ 5,790.00	\$ 8,491.00	\$ 5,790.00	\$ 8,491.00	\$ 5,960.00	\$ 8,462.00	\$ 11,220.00
4	75 KVA PAD MOUNT 3PH	277/480Y	\$ 6,526.00	\$ 9,386.00	\$ 5,790.00	\$ 8,975.00	\$ 7,755.00	\$ 10,911.00	\$ 5,831.00	\$ 8,947.00	\$ 5,831.00	\$ 8,947.00	\$ 5,790.00	\$ 8,491.00	\$ 5,790.00	\$ 8,491.00	\$ 5,960.00	\$ 8,462.00	\$ 11,220.00
5	150 KVA PAD MOUNT 3PH	120/208Y	\$ 7,205.00	\$ 12,755.00	\$ 7,056.00	\$ 12,392.00	\$ 6,100.00	\$ 14,388.00	\$ 7,056.00	\$ 12,392.00	\$ 7,056.00	\$ 12,392.00	\$ 7,540.00	\$ 11,668.00	\$ 6,853.00	\$ 11,668.00	\$ 6,853.00	\$ 11,668.00	\$ 14,802.00
6	150 KVA PAD MOUNT 3PH	277/480Y	\$ 7,245.00	\$ 12,465.00	\$ 7,022.00	\$ 12,352.00	\$ 5,990.00	\$ 14,212.00	\$ 7,022.00	\$ 12,352.00	\$ 7,022.00	\$ 12,352.00	\$ 7,540.00	\$ 11,668.00	\$ 6,853.00	\$ 11,668.00	\$ 6,853.00	\$ 11,668.00	\$ 14,802.00
7	225 KVA PAD MOUNT 3PH	120/208Y	\$ 8,563.00	\$ 15,705.00	\$ 8,040.00	\$ 15,332.00	\$ 8,465.00	\$ 15,985.00	\$ 8,040.00	\$ 15,332.00	\$ 8,040.00	\$ 15,332.00	\$ 8,522.00	\$ 13,906.00	\$ 7,460.00	\$ 14,841.00	\$ 7,460.00	\$ 14,841.00	\$ 17,550.00
8	225 KVA PAD MOUNT 3PH	277/480Y	\$ 8,508.00	\$ 15,240.00	\$ 8,192.00	\$ 15,126.00	\$ 8,003.00	\$ 16,222.00	\$ 8,192.00	\$ 15,126.00	\$ 8,192.00	\$ 15,126.00	\$ 8,522.00	\$ 13,906.00	\$ 7,460.00	\$ 14,841.00	\$ 7,460.00	\$ 14,841.00	\$ 17,550.00
9	300 KVA PAD MOUNT 3PH	120/208Y	\$ 9,435.00	\$ 18,588.00	\$ 9,565.00	\$ 18,275.00	\$ 10,130.00	\$ 18,918.00	\$ 9,565.00	\$ 18,275.00	\$ 9,565.00	\$ 18,275.00	\$ 10,336.00	\$ 16,760.00	\$ 9,407.00	\$ 17,597.00	\$ 9,407.00	\$ 17,597.00	\$ 24,852.00
10	300 KVA PAD MOUNT 3PH	277/480Y	\$ 9,057.00	\$ 17,574.00	\$ 9,357.00	\$ 17,619.00	\$ 10,600.00	\$ 19,590.00	\$ 9,357.00	\$ 17,619.00	\$ 9,357.00	\$ 17,619.00	\$ 10,336.00	\$ 16,760.00	\$ 9,407.00	\$ 17,597.00	\$ 9,407.00	\$ 17,597.00	\$ 24,852.00
11	500 KVA PAD MOUNT 3PH	120/208Y	\$ 12,165.00	\$ 28,192.00	\$ 11,863.00	\$ 25,311.00	\$ 11,650.00	\$ 25,746.00	\$ 11,863.00	\$ 25,311.00	\$ 11,863.00	\$ 25,311.00	\$ 13,522.00	\$ 23,416.00	\$ 12,662.00	\$ 24,714.00	\$ 12,662.00	\$ 24,714.00	\$ 32,227.00
12	500 KVA PAD MOUNT 3PH	277/480Y	\$ 12,710.00	\$ 24,998.00	\$ 13,344.00	\$ 25,990.00	\$ 12,610.00	\$ 24,805.00	\$ 13,344.00	\$ 25,990.00	\$ 13,344.00	\$ 25,990.00	\$ 13,522.00	\$ 23,416.00	\$ 12,662.00	\$ 24,714.00	\$ 12,662.00	\$ 24,714.00	\$ 32,227.00
13	750 KVA PAD MOUNT 3PH	120/208Y	\$ 14,504.00	\$ 35,912.00	\$ 14,304.00	\$ 35,022.00	\$ 15,915.00	\$ 36,371.00	\$ 14,304.00	\$ 35,022.00	\$ 14,304.00	\$ 35,022.00	\$ 17,014.00	\$ 33,832.00	\$ 16,278.00	\$ 35,766.00	\$ 16,278.00	\$ 35,766.00	\$ 45,258.00
14	750 KVA PAD MOUNT 3PH	277/480Y	\$ 14,265.00	\$ 33,345.00	\$ 13,408.00	\$ 31,652.00	\$ 17,705.00	\$ 34,453.00	\$ 13,408.00	\$ 31,652.00	\$ 13,408.00	\$ 31,652.00	\$ 17,014.00	\$ 33,832.00	\$ 16,278.00	\$ 35,766.00	\$ 16,278.00	\$ 35,766.00	\$ 45,258.00
15	1000 KVA PAD MOUNT 3PH	120/208Y	\$ 19,051.00	\$ 45,383.00	\$ 17,558.00	\$ 44,167.00	\$ 18,840.00	\$ 44,942.00	\$ 17,558.00	\$ 44,167.00	\$ 17,558.00	\$ 44,167.00	\$ 22,407.00	\$ 42,819.00	\$ 21,864.00	\$ 45,372.00	\$ 21,864.00	\$ 45,372.00	\$ 59,440.00
16	1000 KVA PAD MOUNT 3PH	277/480Y	\$ 18,953.00	\$ 41,155.00	\$ 16,532.00	\$ 38,698.00	\$ 17,825.00	\$ 40,933.00	\$ 16,532.00	\$ 38,698.00	\$ 16,532.00	\$ 38,698.00	\$ 22,407.00	\$ 42,819.00	\$ 21,864.00	\$ 45,372.00	\$ 21,864.00	\$ 45,372.00	\$ 59,440.00
17	1500 KVA PAD MOUNT 3PH	277/480Y	\$ 21,520.00	\$ 53,032.00	\$ 21,520.00	\$ 53,032.00	\$ 22,640.00	\$ 55,944.00	\$ 21,520.00	\$ 53,032.00	\$ 21,520.00	\$ 53,032.00	\$ 22,407.00	\$ 42,819.00	\$ 21,864.00	\$ 45,372.00	\$ 21,864.00	\$ 45,372.00	\$ 59,440.00
18	2000 KVA PAD MOUNT 3PH	277/480Y	\$ 26,264.00	\$ 68,530.00	\$ 26,264.00	\$ 68,530.00	\$ 32,805.00	\$ 76,105.00	\$ 26,264.00	\$ 68,530.00	\$ 26,264.00	\$ 68,530.00	\$ 22,407.00	\$ 42,819.00	\$ 21,864.00	\$ 45,372.00	\$ 21,864.00	\$ 45,372.00	\$ 59,440.00
19	2500 KVA PAD MOUNT 3PH	277/480Y	\$ 35,037.00	\$ 87,731.00	\$ 35,037.00	\$ 87,731.00	\$ 35,340.00	\$ 89,832.00	\$ 35,037.00	\$ 87,731.00	\$ 35,037.00	\$ 87,731.00	\$ 22,407.00	\$ 42,819.00	\$ 21,864.00	\$ 45,372.00	\$ 21,864.00	\$ 45,372.00	\$ 59,440.00

Notes:

Items marked with RED were not evaluated due to non-conformance with dimensions.

WESCO (Cooper) items were not evaluated due to failure to complete required Bid Data Sheet.

Recommended Low Bidder for Item 3-16 to 19: Technica (Amorphous)

Recommended Low Bidder for Item 17-19: Ibby (CG Power Systems)



CHECK ALL THAT APPLY			
x	Bid Award	Bid #	14.57
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

January 13, 2015

Submitted by: Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Recommend Mayor and City Council award bid #14-57 for pole mount transformers to the lowest bidder as shown on the attached bid tabulation in the amount of \$86,150.00

COST TO CITY:

Cost of this Request: \$86,150

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



M E M O R A N D U M

DATE: November 14, 2014

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Pole Mount Transformers Bid #14-57**

The City of Bentonville recommends awarding the bid for pole mount transformers in the total amount \$86,150.00. The bidders for the various items are as follows:

Wesco in the amount of \$70,130.00
Techline in the amount of \$16,020.00

This award is to replenish minimum stock level.

KVA	Distributor	Manufacturer	Bid Price	No Load Losses	Load Losses	Total Cost
15	WESCO	Cooper	\$ 730.00	31	241	\$1,460.00
15	Techline	ABB	\$ 691.00	41	226	\$1,471.00
15	Techline	Central Moloney	\$ 937.00	34	238	\$1,685.00
25	Techline	ABB	\$ 801.00	63	306	\$1,917.00
25	WESCO	Cooper	\$ 923.00	50	305	\$1,933.00
25	Techline	Central Moloney	\$ 1,020.00	59	326	\$2,144.00
50	WESCO	Cooper	\$ 1,260.00	88	503	\$2,970.00
50	Techline	Central Moloney	\$ 1,322.00	94	525	\$3,124.00
50	Techline	ABB	\$ 1,394.00	89	522	\$3,150.00
75	WESCO	Cooper	\$ 1,773.00	129	712	\$4,229.00
75	Techline	ABB	\$ 1,716.00	141	743	\$4,330.00
75	Techline	Central Moloney	\$ 1,886.00	140	704	\$4,414.00



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 13, 2015

Submitted by: Travis Matlock

Department: Inventory

Phone: 271-3145

ACTION REQUIRED:

An ordinance authorizing the Mayor and City Council to enter into an agreement with Mueller Systems to provide electric and residential/small commercial water meters at the attached quoted prices for 2015.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount ☒ Continuing O and M

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

Department Head TJM Date 1/4/15

Staff Attorney CT Date 1/7/15

Purchasing Agent _____ Date _____

Mayor POM Date 1/08/15

Finance Director DL Date 1-7-15

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



REQUEST FOR WAIVER OF BID

Date 11/17/2014

Requested by: Travis Matlock

Department: Inventory Control Dept.

DESCRIPTION OF REQUEST:

Type of Equipment: Inventory Materials - Electric Meters & Water Meters

Year & Model: Elec - Landis + GIR; Water - Hershey

Serial # _____

To Be Purchased From: Mueller Systems LLC

10210 Statesville Blvd

Cleveland, NC 27013

Amount: Base Amount: _____

Tax: _____

*Other: _____

TOTAL

\$ -

* List all other costs:

JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:

The City of Bentonville will order both electric meters and water meters from Mueller Systems. Due to the AMI system upgrade this is a single source item and the prices are good from January to December 2015.



Department Head

Director of Finance & Administration

Revised 6-18-99

M E M O R A N D U M

DATE: November 14, 2014

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

**RE: Electric and Residential/small commercial
Water Meters**

With our AMI program, Mueller Systems, Inc. will be the single source supplier of both the electric and residential/small commercial water meters. The meters will be ordered on an as needed basis for 2015.

CITY OF BENTONVILLE

601 S.E. 4TH ST.
BENTONVILLE, AR 72712
PHONE: (479) 271-3145
FAX: (479) 271-3138
AMY BLOOD

ITEM NO.	QUANTITY	UNIT	OUR PART NO.	DESCRIPTION	UNIT COST
1		EA.	285 061 00007	SMARTMETER 2S FOCUS ENERGY ONLY #MSE-SMFS-2S-001	\$85.00
2		EA.	285 061 00008	SMARTMETER 2SE CLASS 320 240V #MSE-SHF-2SE-P	\$310.20
3		EA.	285 061 36716	SMARTMETER 2S AX DISCONNECT #MSE-SHFD-2S-P	\$415.50
4		EA.	285 061 36715	SMARTMETER 3S PLASTIC 120V ENERGY ONLY #MSE-CHS-3S-P	\$454.00
5		EA.	285 061 36714	SMARTMETER L&G C&I 9S PLST ENERGY W/DEMAND #MSE-CHS-9S-P	\$495.00
6		EA.	285 061 36686	SMARTMETER L&G C&I 16S PLST ENERGY W/DEMAND #MSE-CHS-16S-P	\$495.00
7		EA.	285 061 36771	SMARTMETER C&I 16SE PLSTC ENERGY W/DEMAND #MSE-CHS-16SE-P	\$670.15
8		EA.	285 061 36690	SMARTMETER H L&G 12S PLSTC ENERGY W/DEMAND #MSE-NHF-12S-P	\$378.70
9		EA.	285 061 36691	SMARTMETER H C&I 12SE PLSTC ENERGY W/DEMAND #MSE-CHS-12SE-P	\$634.80
10		EA.	285 061 36772	SMARTMETER C&I PWR 16K ENERGY W/DEMAND #MSE-CHS-16K-P	\$936.00
11		EA.	285 061 36719	SMARTMETER 2K CLASS 480 240V/3W #MSE-SHF-2K-P	\$453.20
12		EA.	285 061 36708	SMARTMETER L&G C&I 4S/5S PLST ENERGY W/DEMAND #MSE-CHS-5S-P	\$499.40

CITY OF BENTONVILLE

601 S.E. 4TH ST
BENTONVILLE, AR 72712
PHONE: (479) 271-3145
FAX: (479) 271-3138
AMY BLOOD

ITEM NO.	QNTY.	UNIT	OUR PART NO.	DESCRIPTION	UNIT COST
13		EA.	285 061 00009	SMARTMETER H L&G 1S ENERGY ONLY #MSE-SHF-1S-P	\$351.56
14		EA.	285 061 00003	SMARTMETER 4S CLASS 20 240V #MSE-SHF-4S-P	\$338.40
15		EA.	285 061 00006	SMARTMETER C&I PWR 4S/5S (RX) REACTIVE #MSE-CHSP-5S-P	\$620.40
16		EA.	285 061 00012	SMARTMETER C&I PWR 9S (RX) REACTIVE #MSE-CHSP-9S-P	\$620.40
17		EA.	285 061 36687	SMARTMETER C&I PWR 16S (RX) REACTIVE #MSE-CHSP-16S-P	\$615.00
18		EA.	285 061 36692	SMARTMETER C&I PWR 16SE (RX) REACTIVE #MSE-CHSP-16SE-P	\$863.40
19		EA.	285 061 36713	SMARTMETER C&I PWR 16K (RX) REACTIVE #MSE-CHSP-16K-P	\$967.20

601 S.E. 4TH ST
BENTONVILLE, AR 72712
PHONE: (479) 271-3145
FAX: (479) 271-3138
AMY BLOOD

[illegible]

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF ELECTRIC AND WATER METERS FOR THE CITY OF BENTONVILLE FROM MUELLER SYSTEMS AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of electric and water meters for the City of Bentonville from Mueller Systems in the per unit cost 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 _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 13, 2015

Submitted by: Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

An ordinance authorizing the Mayor and City Council to enter into an agreement with HD Supply Waterworks for SENSUS brand water meters for meters 2" and larger per the City of Bentonville's specifications. This is a 'Single Source' item in the State of Arkansas.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

TJM
Department Head

1/4/15
Date

Purchasing Agent

Date

DL
Finance Director

1-7-15
Date

CT
Staff Attorney

1/7/15
Date

Pom
Mayor

1/08/15
Date

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

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



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>11/17/2014</u>		
Requested by:	<u>Travis Matlock</u>		
Department:	<u>Inventory Control Dept</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Inventory Materials - Water Meters</u>		
Year & Model:	<u>SENSUS</u>		
Serial #	<u></u>		
To Be Purchased From:	<u>HD Supply Waterworks</u>		
	<u>856 W. Henri De Tonti Blvd</u>		
	<u>Tonitown, AR 72770</u>		
Amount:	Base Amount:	<u></u>	
	Tax:	<u></u>	
	*Other:	<u></u>	
	TOTAL	\$ -	
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
SENSUS Brand water meters are part of the City of Bentonville Specifications. As in previous years we have purchased our water meters from HD Waterworks and are a "Single Source" item in Arkansas. No other vendors can supply this item in Arkansas. Their prices are firm for the year 2015.			
<u><i>TJM</i></u> Department Head		<u></u> Director of Finance & Administration	
Revised 6-18-99			

M E M O R A N D U M

DATE: November 14, 2014

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Sensus Water Meters**

For water meters 2" and larger, the City Of Bentonville uses only Sensus meters. HD Waterworks Supply is the single source supplier of Sensus water meters in this area. The meters will be ordered on an as needed basis for 2015.

CITY OF BENTONVILLE

601 S.E. 4TH ST
BENTONVILLE, AR 72712
PHONE: (479) 271-3145
FAX: (479) 271-3138
AMY BLOOD

SENSUS WATER METERS 2015

ITEM NO.	QNTY.	UNIT	OUR PART NO.	DESCRIPTION	UNIT COST
1		EA	670 095 29455	2" T2 OMNI METER	\$839.84
2		EA	670 095 29457	3" T2 OMNI METER	\$1,046.57
3		EA	670 095 29471	4" T2 OMNI METER	\$2,037.44
4		EA	670 095 29470	6" T2 OMNI METER	\$3,668.07
5		EA		8" T2 OMNI METER	\$6,224.95
6		EA		10" T2 OMNI METER	\$8,116.08
7		EA	670 095 00015	2" T2 DROP ASSEMBLY	\$578.00
8		EA	670 095 00016	3" T2 DROP ASSEMBLY	\$646.54
9		EA	670 095 00017	4" T2 DROP ASSEMBLY	\$646.64
10		EA	670 095 29467	6" T2 DROP ASSEMBLY	\$1,224.70
11		EA		8" T2 DROP ASSEMBLY	\$1,584.54
12		EA		10" T2 DROP ASSEMBLY	\$1,584.54

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF SENSUS WATER METERS FOR THE CITY OF BENTONVILLE FROM HD SUPPLY WATERWORKS AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of SENSUS water meters for the City of Bentonville from HD Supply Waterworks in the per unit cost 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 _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 13, 2015

Submitted by: Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Enter into an agreement with Holophane Ornamental Lighting to provide the City of Bentonville's standardized lighting. Prices to remain the same January through December, 2015 for the amount of \$562,262.40. The lights will be ordered on an as-needed basis.

COST TO CITY:

Cost of this Request: \$562,262

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.

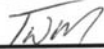
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712
www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>11/17/2014</u>		
Requested by:	<u>Travis Matlock</u>		
Department:	<u>Inventory Control Dept.</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Holophane Ornamental Lighting</u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Holophane Ornamental Lighting</u>		
	<u>1 Lithonia Way</u>		
	<u>Conyers, GA 30012</u>		
Amount:	Base Amount:	\$	<u>562,262.40</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>562,262.40</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Holophane brand lighting is installed in our system and is part of the City of Bentonville Specifications. Holophane lights will maintain a consistant look throughout the City of Bentonville on all projects to be finalized in 2015.			
 _____ Department Head		 _____ Director of Finance & Administration	
Revised 6-18-99			

M E M O R A N D U M

DATE: November 17, 2014

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Decorative Lighting**

Holophane Ornamental Lighting is the standard street light used in residential subdivisions and along all commercial corridors in the City of Bentonville. They will be placed on all street/parks projects, and private development to be completed in 2015. This price includes the different styles throughout the City of Bentonville. As with the other blankets approved by council, these will be ordered on "as needed" basis to either replenish our minimal stock, or for a development (public or private) close to completion.

Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

Type	QTY	BEUD Inventory Number	Holophane Part Number	Item Category	Item Description	Unit \$	Ext \$
POLES							
15		BEN-540-069-00011	WDA12F5J17P07LABBK		Wadworth, 12', 5" Fluted, Cast Aluminum, Black	\$ 640.00	
15		BEN-540-069-00012	NYA12F5J17P07LAB		North Yorkshire, 12', 5" Fluted, Cast Aluminum, 17" Diameter Base, Black	\$ 801.00	
15		BEN-540-069-00013	CHA12F5J16P07LABBK		Charleston Series Pole, 12' Tall, 5" Fluted Shaft, 16" Diameter Base, Cast Aluminum, Black Finish	\$ 990.00	
15		BEN-540-069-00077	WDA12L4E17P07LABBK		SITELINK SL4 SERIES ALUMINUM POLE, 12' TALL, 3"x3" TENON, 17" DIAMETER BASE. FINISHED HOLOPHANE BLACK, WADSWORTH BASE	\$ 999.00	
15		BEN-540-069-00029	WDA12L4E17P07LABBK		SITELINK SL4 SERIES ALUMINUM POLE, 12' TALL, 3"x3" TENON, PROVISION FOR RECEPTACLE, 17" DIAMETER BASE. FINISHED HOLOPHANE BLACK	\$ 990.00	
15		BEN-540-069-00030	WDA08L4E17P07LABBK		SITELINK SL4 SERIES ALUMINUM POLE, 8' TALL, 3"x3" TENON, 17" DIAMETER BASE. FINISHED HOLOPHANE BLACK, WADSWORTH BASE	\$ 905.00	
15		BEN-540-069-00033	CHA12L4E12P01LABBK		SITELINK SL4 SERIES ALUMINUM POLE, 12' TALL, PLAIN POLE CAP, 12" DIAMETER BASE. FINISHED HOLOPHANE BLACK, CHARLESTON BASE	\$ 1,018.00	
15		BEN-540-069-00040	CHA 12 L4E 12 P07 LAB BK		SITELINK SL4 SERIES ALUMINUM POLE, 12' TALL, 3"x3" TENON, 12" DIAMETER CHARLESTON BASE. FINISHED HOLOPHANE BLACK	\$ 1,113.00	
15		BEN-540-069-00043	FTA30E1-P9-BK-R		FLUTED TAPERED ALUMINUM 10" X .250" X 30' MOUNTING HEIGHT, PROVISION FOR RECEPTACLE, BLACK;	\$ 2,277.00	
15		BEN-540-069-00078	FTA30E1-P9-BK		FLUTED TAPERED ALUMINUM 10" X .250" X 30' MOUNTING HEIGHT, BLACK;	\$ 2,277.00	
15		BEN-540-069-00048	WDA12F5J17P11LABBK		WADSWORTH CAST ALUMINUM POLE, 12' TALL, 5" STRAIGHT FLUTED SHAFT WITH A 4.38"x12" TENON, 17" DIAMETER BASE. FINISHED HOLOPHANE BLACK. TYPICALLY USED WITH HALLBROOK	\$ 861.00	

Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

Type	QTY	BEUD Inventory Number	Holophane Part Number	Item Category	Item Description	Unit \$	Ext \$
15		BEN-540-069-00049	RTS3066BP2NDGR		30FT, 6.6 x 2.4 x 11 Gauge Wall: Tenon 2.380 D. X 4inch LG., No Drill Pattern, Gray Paint, Less Anchor Bolts.	\$ 1,055.00	
15		BEN-540-069-00079	CLS22FTB24P07LABBKR		COLUMBIA CAST IRON AND STEEL POLE, 22' TALL ROUND TAPERED FLUTED SHAFT WITH A 3"X3" TENON, PROVISION FOR RECEPTACLE, 24" DIAMETER BASE. FINISHED HOLOPHANE BLACK.	\$ 2,411.00	
15		BEN-540-069-00016	CLS22FTB24P07LABBK		COLUMBIA CAST IRON AND STEEL POLE, 22' TALL ROUND TAPERED FLUTED SHAFT WITH A 3"X3" TENON, 24" DIAMETER BASE. FINISHED HOLOPHANE BLACK. LESS ANCHOR BOLTS	\$ 2,411.00	
15		BEN-540-069-00062	C26CSBU055A		COLUMBIA SERIES CAST ALUMINIUM CLAMSHELL BASE. 26" DIAMETER, FINISHED HOLOPHANE BLACK. DESIGNED TO FIT AROUND POLE #FTA30E1F1U931C	\$ 1,477.00	
FIXTURES							
List all fixtures in this section - 10 items							
15		BEN-285-056-00020	GVU100HPMAB7NHP		Utility Granville (GVU): Electrical Utility Granville Standard M Housing, 100W High Pressure Sodium, Mogul Base, Multivolt 120,208,240 & 277V. Factory wired for 120V only. UL Only, Black, NEMA twistlock photocontrol receptacle, Protected Starter	\$ 349.00	
15		BEN-285-056-00075	GVU7N		GRANVILLE UTILITY OPTICAL SHIP LEVEL, TYPE III, LUNAR OPTICS, ASYMMETRIC DISTRIBUTION, NO FINIAL	\$ 291.00	
15		BEN-285-056-00047	GS100HPMC2BS51NHP		Hallbrook(R) GlasWerks II (GS) : GS,100W High Pressure Sodium, Mogul Base, Multivolt 120, 208, 240, 277V Factory wired for 240V Only. UL listed, Pendant 1.5 NPT, Black, Standard, 4551 Asymmetric Distribution, None, NEMA Twistlock Photocontrol Receptacle, Protected Starter	\$ 946.00	

Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

Type	QTY	BEUD Inventory Number	Holophane Part Number	Item Category	Item Description	Unit \$	Ext \$
15		BEN-285-056-00051	G400HPMALWFGPR		Mongoose, 400 W, HPS, Multivolt, Pre-wired to 120V tap, Low Tilt, 0 to 18 Degrees, Wide Roadway, Flat Glass, Vertical Tenon Mounting, Gray painted finish, Protected Starter, NEMA Twist-Lock Photocontrol Receptacle	\$ 491.00	
15		BEN-285-056-00021	GVU100HPMAB7RSGHP		Utility Granville (GVU) : Utility Granville Standard M Housing, 100W High Pressure Sodium, Mogul Base, Multivolt 120,208,240 & 277V. Factory wired for 120V only. UL Only, Black, Lunar Optics Asymmetric, IES Type III Distribution, Ribs and Bands, Painted Cast Aluminum Standard, Gold, NEMA twistlock photocontrol receptacle, Protected Starter	\$ 847.00	
15		BEN-285-056-00022	GVU 100HP MA B 7 S S B H P		Syracuse, with Utility Granville Optic (GVU): Utility Granville Standard M Housing, 100W High Pressure Sodium, Mogul Base, Multivolt 120,208,240 & 277V. Factory wired for 120V only. UL Only, Black, Lunar Optics Asymmetric, IES Type III Distribution, Syracuse Style with Cover, Painted Cast Aluminum Standard Finial, Black, NEMA twistlock photocontrol receptacle	\$ 859.00	
15		BEN-285-056-00023	ARU100HPMABG3SHP		Utility Arlington (ARU) : ARU, 100W High Pressure Sodium, Mogul Base, Multivolt 120,208,240 & 277V. Factory wired for 120V only. UL Only, Black, Asymmetric Glass Refractor, Spike Finial, NEMA twistlock photocontrol receptacle, Protected Starter	\$ 729.00	
15		BEN-285-056-00035	TUB4SS		TEARDROP UTILITY OPTICAL ASSEMBLY ONLY, TYPE 4 DISTRIBUTION TEARDROP STYLE OPTIC, SHALLOW SKIRT, FINISHED BLACK	\$ 340.00	
15		BEN-285-056-00061	TUB250HPMAB4PSR		MEMPHIS UTILITY ELECTRICAL ASSEMBLY ONLY, 250W HPS, MULTI-TAP WIRED TO 120V, BLACK FINISH, PROTECTED STARTER, PHOTOCONTROL RECEPTACLE (LESS PHOTOCONTROL	\$ 615.00	

Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

Type	QTY	BEUD Inventory Number	Holophane Part Number	Item Category	Item Description	Unit \$	Ext \$
15		BEN-285-056-00025	WE250HPMAB686HPS		Washington Postlite Enhanced (WE) : WE, 250W High Pressure Sodium Mogul Base, Multivolt 120, 208, 240, 277V Factory wired for 120V Only. UL listed, Black, Asymmetric, Lunar Optics Type 6, Black, Spike Finial, Bands and Ribs, NEMA Twist Lock Photocontrol Receptical, Protected Starter	\$ 1,144.00	
REPLACEMENT PARTS							
List all replacement parts in this section (lamps, ballasts, slip fitters, etc) - 11 items							
15		BEN-285-006-00005	RBK100HP12A		Replacement Ballast Kit (RBK), 100 Watt HPS, 120 Volt, Oval Capacitor	\$ 84.00	
15		BEN-285-006-00006	RBK250HPMT		Replacement Ballast Kit (RBK), 250 Watt HPS, Multitap 120, 208, 240, 277 Volt UL, Round Capacitor	\$ 127.00	
15		BEN-540-069-00066	GWLF200SCABK		Leveling Fitter : GlasWorks Decorative Arm Fitter, Slipfit 2 inch nominal pipe, Swivel, Cast Aluminum, Black	\$ 142.00	
15		BEN-285-056-00046	HACL100MMWFLCALSIP		REPLACEMENT LAMP MODULE FOR THE H910 SERIES IN-GRADE, 100W MH, WIDE FLOOD DISTRIBUTION, FLAT CLEAR ANTI-SLIP LENS, LAMP INSTALLED	\$ 399.00	
15		BEN-285-056-00065	HRIS91RLB34B		H910 SERIES ROUGH-IN UNIT THAT CONSISTS OF A BRONZE JUNCTION BOX WITH 3/4" KNOCK-OUTS.	\$ 308.00	
15		BEN-285-056-00066	HACL150MSPFLCASL		REPLACEMENT LAMP MODULE FOR THE H910 SERIES IN-GRADE, 150W MH, SPOT DISTRIBUTION, FLAT CLEAR ANTI-SLIP LENS, LAMP INSTALLED	\$ 399.00	
15		BEN-285-056-00067	HHSL150M120SF		H910 SERIES REPLACEMENT BALLAST, 150W, MH, 120V, SINGLE FUSING	\$ 418.00	
15		BEN-285-056-00068	HACL70MMWFLCALS		REPLACEMENT LAMP MODULE FOR THE H910 SERIES IN-GRADE, 150W MH, WIDE FLOOD DISTRIBUTION, FLAT CLEAR ANTI-SLIP LENS, LAMP INSTALLED	\$ 399.00	
15		BEN-285-056-00070	HHSL70M120SF		H910 SERIES REPLACEMENT BALLAST, 70W, MH, 120V, SINGLE FUSING	\$ 418.00	
15		BEN-285-056-00072	HHSL100M120SF		H910 SERIES REPLACEMENT BALLAST, 100W, MH, 120V, SINGLE FUSING	\$ 418.00	
ARMS							
List all arms in this section - 6 items							

Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

Type	QTY	BEUD Inventory Number	Holophane Part Number	Item Category	Item Description	Unit \$	Ext \$
15		BEN-540-069-00014	CSC30CABKH		Cincinnati Series Crossarm (CSC) : CSC30 (Two at 180), CA, Black	\$ 473.00	
15		BEN-540-069-00015	C30CABKH		Cleveland Series Crossarm (C): C30 (Two at 180), CA, Black	\$ 558.00	
15		BEN-540-069-00042	WLC144/2CABKH	ARM	WLC144/2CABKH/WLC Series Aluminum Roadway Arm : WLC Series Roadway Arm, 144" Roadway Arm For 2 Units at 180, Cast Aluminum, Black. REQUIRES A 3"X9" TENON	\$ 1,174.00	
15		BEN-540-069-00060	WLC48/1CABKH		WLC Series Aluminum Roadway Arm : WLC Series Roadway Arm, 48" Roadway One Way Arm, Cast Aluminum, Black. REQUIRES A 3"X9" TENON	\$ 727.00	
15		BEN-540-069-00063	WLC72/1CABKH		WLC Series Aluminum Roadway Arm : WLC Series Roadway Arm, 72" Roadway One Way Arm, Cast Aluminum, Black. REQUIRES A 3"X9" TENON	\$ 895.00	
15		BEN-540-069-00064	LS29/1CABKH		LISBON SERIES ARM, 29" LONG FOR MOUNTING A SINGLE FIXTURE. REQUIRES A 4.38"X12" TENON. FINISHED HOLPHANE BLACK	\$ 577.00	
SPECIAL PARTS							
List all special parts in this section (bollards, banner arms, plant holders, flag holders, receptacles, etc) - 13 items							
					H102 : H102 Flat Top Round Louvered Bollard, 42in height, 70 Watt High Pressure Sodium, Multitap factory wired for 120 volt, Forward Throw, 180 degrees, Black, Coated Lamp included, Receptacle	\$ 879.00	
15		BEN-285-056-00045	H1024270SMAFTBKLPGFC		DECORATIVE CLAMP ON FLOWER POT HOLDER, 2 @ 180 DEGREES, PAINTED STANDARD HOLOPHANE BLACK FINISH.	\$ 511.00	
15		BEN-540-069-00018	OSPA2/180C5BKH		ITEM IS A FLAG POLE HOLDER TO ADAPT A 1.0" DIAMETER FLAG TO THE SL4/5 POLE. INCLUDES TRAC NUTS AND HARDWARE AS REQUIRED. FINISH HOLOPHANE BLACK.	\$ 113.00	
15		BEN-540-069-00032	SLFPH100SL4D1		ITEM IS A 18" (1.00" NOM OD) BANNER ARM WITH HALF SPHERE END CAP. INCLUDES TRAC NUTS AND HARDWARE AS REQUIRED. PAINTED STANDARD HOLOPHANE BLACK.	\$ 192.00	
15		BEN-540-069-00034	SLB18H1.00SL4D1				

Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

Type	QTY	BEUD Inventory Number	Holophane Part Number	Item Category	Item Description	Unit \$	Ext \$
15		BEN-285-056-00036	WLLF 200 S CA BK		Leveling Fitter : West Liberty Decorative Arm Fitter, Slipfit 2 inch nominal pipe, Swivel, Cast Aluminum, Black	\$ 127.00	
15		BEN-540-069-00037	BA24H1/ICO-CA/BK		CLAMP-ON BANNER ARM, 24" LONG, 1" DIA PIPE WITH HALF SPHERE END CAP PAINTED STANDARD HOLOPHANE BLACK.	\$ 221.00	
15		BEN-540-069-00038	BBA24H1CO2(180)BK		Breakway twin clamp on 24 " Banner Arms, half sphere end cap, 1 inch pipe, Two Arms at 180 degrees, painted black. Must specify location on pole in order to size clamp	\$ 481.00	
15		BEN-540-069-00039	BBA24H1CO1BK		Breakway Clamp on Banner Arm, half sphere, 1 inch pipe, One Arm, painted standard Holophane black. Must specify location on pole to size clamp. Wind loading done on original request.	\$ 312.00	
15		BEN-540-069-00044	BA30H5C5.0BKH		CLAMP-ON BANNER ARM, 30" LONG, 1.25" IN DIAMETER PIPE WITH HALF-SPHERE END FINIAL, CLAMP FOR A "F5" SHAFT. STANDARD HOLOPHANE BLACK FINISH. PLEASE CONFIRM WIND LOADING.	\$ 226.00	
15		BEN-540-069-00045	OSPA/C5BKH		OSPA SERIES CLAMP-ON PLANTER ARM. ARM IS 11" LONG. STANDARD HOLOPHANE BLACK FINISH. AN APPORVAL DRAWING WILL BE REQUIRED AT THE TIME OF PO.	\$ 314.00	
15		BEN-540-069-00046	SILBA30H1.25SL4D1		SITELINK BANNER ARM, 30" LONG, 1.25" DIAMETER PIPE WITH HALF-SPHERE END FINIAL, TRACK NUT KITS INCLUDED TO ATTACH TO AN "SL4" SERIES SHAFT. STANDARD HOLOPHANE BLACK FINISH. 1)POLE IS 85% LOADED BASED ON THE FOLLOWING INFORMATION: SL4W171200D1P3 30"X60" BANNER SLOSPA PLANTER ARM GRANVILLE FIXTURE.	\$ 215.00	
15		BEN-540-069-00047	SLOSPA-CABKH		SITELINK "OS" SERIES PLANTER ARM, MODIFIED TO MOUNT ON AN "SL4" SERIES SHAFT, TRACK NUT KITS INCLUDED. FINISHED STANDARD HOLOPHANE BLACK	\$ 323.00	

11/17/2014

C:\Users\travis\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\W0OH6G20\Holophane Blanket 2015

Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

Type	QTY	BEUD Inventory Number	Holophane Part Number	Item Category	Item Description	Unit \$	Ext \$
15		BEN-540-069-00031	TNUT3/8-12SL45D1		ITEM IS A 3/8" X 1.25" TRAC NUT KIT FOR THE SL4/5 POLE WITH TRAC NUT, LOCKWASHER AND BOLT. FINISH HOLOPHANE BLACK.	\$ 16.22	
ANCHOR BOLTS							
List all anchor bolts in this section - 4 items							
15		BEN-540-069-00036	AB-16		Anchor Bolts Hot Dip Galvanized, 3/4 inch diameter, 24 inches long, 3 inch "J". Set of 4	\$ 43.86	
15		BEN-540-069-00069	AB-27-4		Set of (4) 1" X 36" X 4" Anchor Bolts for RTS 3068B Pole.	\$ 87.72	
15		BEN-540-069-00074	AB-31-4		SET OF 3/4"X18"X3" FULLY GALVANIZED ANCHOR BOLTS	\$ 36.72	
15		BEN-540-069-00075	ABSS3100		ANCHOR BOLT KIT FOR THE H101 SERIES BOLLARD	\$ 32.64	
SUMMARY							
					Total Holophane Blanket	\$ 562,262.40	

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF ORNAMENTAL LIGHTING FIXTURES FOR THE CITY OF BENTONVILLE AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of Holophane ornamental lighting fixtures from Holophane as per the Proposal attached hereto as Exhibit A.

Section 2: Because these fixtures 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 _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 13, 2015

Submitted by: David Wright

Department

Parks & Recreation

Phone

(479) 464-7275

ACTION REQUIRED:

Parks and Recreation Staff seeks City Council approval of Change Order #2 and Budget Adjustment, in the amount of \$38,597, for the parking lot project at Merchants Park.

COST TO CITY:

Cost of this Request: \$38,597.00

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	\$0.00
Budget Adjustment	\$0.00
Remaining After Adjustment	\$ \$0.00

Department Head

1/8/2015
Date

Purchasing Agent

Date

Finance Director

1-8-15
Date

Staff Attorney

1/8/15
Date

Mayor

1/08/15
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
Date: January 8, 2015
Re: Council approval of Changer Order #2 and Budget Adjustment, in the amount of \$38,597, for the Merchants Park (formerly Elm Tree Ballfields) Parking Lot.

Immediately after City Council awarded the bid for the Merchants Park Parking lot project, our construction team (General Solutions Group) began the project. During the initial stages of site excavation, we became concerned about the stability of the soil underneath the future parking lot. Because of this, we consulted our geotechnical consultant, GTS, to ensure the soil was suitable for the parking lot. This resulted in the first change order for the project.

As the construction team continued excavation, project engineers were not satisfied with the condition of the soil, so once again GTS was called back to the job. Their recommendation was to excavate an additional 8 inches, or an approximate 1200 Cubic Yards. This area will be replaced with a "hillside" gravel material, providing the stability required for the paved area and for the long-term future of the parking lot and park area.

In addition to the required excavation this overall number includes a few minor charges. First, additional electric service conduit for the park is required. This cost is \$550. Next, a retaining wall is required to prevent fire hydrant relocation. This cost is \$1500. These numbers are included in the overall \$38,587 change order.

Tim Sorey of Sand Creek is the project engineer. It is also his recommendation that we incur the additional cost for the project. Mr. Sorey will be in attendance, and available for questions, at the January 13 council meeting.

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



Budget Adjustment #
(Assigned by Admin)

Department: Parks

Date of Request: January 8, 2015

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
010-5030-391.91-25	Transfers in Impact Fees	\$38,597.00		\$ 38,597.00
010-5030-452.73-90	Capital - Other		\$38,597.00	\$ (38,597.00)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ 38,597.00	\$ 38,597.00	\$ -

Justification:

Required Change Order for Parking Lot Project

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



1915 North Shiloh Drive, Suite 1
Fayetteville, Arkansas 72704
Office: (479) 521-7645

Office Locations:
Fayetteville, Arkansas
Fort Smith, Arkansas
Tulsa, Oklahoma



www.gtsinc.cc

December 17, 2014

City of Bentonville Parks and Recreation
305 SW A Street
Bentonville, Arkansas 72712

Attention: Mr. David Wright

Re: Proofroll Observation: South Parking Lot
Proposed Elm Tree Ball Fields Parking Lot Addition
Bentonville, Arkansas
Project No. 14-11279

Mr. Wright:

As requested, GTS, Inc. observed site conditions at the above referenced project on December 10th, 2014. The site visit was requested to re-evaluate the stability of the exposed soils after additional undercutting was performed across the south (2/3) section of the planned south parking lot expansion.

Observations

The observed area consisted of the proposed south parking lot addition, specifically the south approximately (2/3) section. It is our understanding that this area had been further excavated to remove unstable silt soils to a depth of approximately 8-12 inches below planned finish subgrade elevations.

To evaluate the undercut area for stability and suitability for placement of select fill material, a proofroll was performed across the referenced area with a loaded tandem axle dump truck. The truck made multiple overlapping passes in the east west direction across the exposed soils. The exposed soils generally consisted of silt and silty lean clay with sand soils.

Because of the amount of moisture present within the surficial silty and silty clay soils, unstable conditions were observed through deep rutting and significant soil compressing (pumping) throughout the exposed soils.

Based on the instability of the exposed soils, GTS recommends the area referenced about be further undercut to a minimum depth of 18 inches below plan finish subgrade elevations to allow for the placement of a uniform continuous bridging lift. The bridging lift should consisted of approved low plasticity clayey gravel "hillside" soils and be compacted to a minimum density of 95% of Standard Proctor Value.

During the site visit, GTS was also requested to observe grading operations for the planned connection driveway between the north and south new parking lots. Based on visual

observation and hand probing of the exposed soils, GTS recommended the placement of a minimum 12 inches of low plasticity approved select fill material beneath the planned pavement section to provide adequate subgrade stability.

Photographs

Photographs taken during the site visit are shown on the following pages for visual reference.





Closing

We appreciate the opportunity to work with you on this project, if you have any questions regarding any information in this report, please contact us.

Sincerely,



Nathan Mahaffey
CMT Engineering Manager

12/17/14

Copies to:

distribution list (email)





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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 13, 2015

Submitted by: David Wright

Department

Parks & Recreation

Phone

464-7275

ACTION REQUIRED:

Council approval of Mayor McCaslin's recommendation to appoint Jon Terlouw to the Parks and Recreation Advisory Board.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

DW
Department Head
Date 1/6/2015

CT
Staff Attorney
Date 1/7/15

Purchasing Agent
Date

BM
Mayor
Date 1/08/15

M
Finance Director
Date 1-7-15

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: January 5, 2015
Re: Approval of Mayor McCaslin's recommendation to appoint Jon Terlouw to the Parks and Recreation Advisory Board.

Parks and Recreation Staff seeks approval of the appointment of Jon Terlouw to the Parks and Recreation Advisory Board (PRAB). The PRAB is comprised of nine (9) members and one (1) City Council Member. PRAB Member terms are three years in length and members are able to serve two (2) consecutive terms. By ordinance, the Mayor recommends potential members to the City Council for approval.

This appointment fills the vacancy caused by Scott Eccleston's resignation. As you may know, Eccleston resigned to accept a seat on the Planning Commission. Terlouw's will serve the remainder of Eccleston's term that will expire December 31, 2015. At that point, Terlouw can apply for the full term.

Terlouw is certainly qualified to assisted in the developing the direction of our department. In the past, Terlouw was the president of a local swim team, a volunteer member of the Bentonville Half Marathon Committee and was on the original steering committee for the Bentonville Community Center. Terlouw knowledge and familiarity of our parks system certainly make him an ideal candidate to assist our board to better serve our residents.

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

Attachments:
New Member Applications



January 8, 2015

To: City Council Members & City Clerk
From: Mayor Bob McCaslin
Subject: Appointment of Jon Terlouw to the City of Bentonville's Parks and Recreation Advisory Board.

I recommend Jon Terlouw to the City of Bentonville's Parks and Recreation Advisory Board filling Scott Eccleston's unexpired term. Mr. Terlouw's term will expire on December 31, 2015.

Bob McCaslin

Congratulations on the new job. Sounds like a great one!



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

APPLICANT INFORMATION

Name Jonathan Terlouw
 If married, spouse's name: Lori
 Home Address [REDACTED]
 City Bentonville Zip Code 72712
 Home/Cell Phone [REDACTED]
 Business Phone [REDACTED]
 Email Address [REDACTED]
 Occupation Merchandise Execution
 Employer Walmart
 Length of Residency in Bentonville 21 years

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

FOR OFFICE USE ONLY	
Board / Commission Appointed to:	
Date of Appointment:	
Term Expires:	
Terminate:	
Replaced:	

REFERENCES

Name Pat Carroll
 Phone [REDACTED]
 Email [REDACTED]
 Name David Wright
 Phone [REDACTED]
 Email [REDACTED]

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

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

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

- 20 year resident and homeowner in downtown Bentonville
- 12 years event planning with Walmart Stores, Inc.
- Member of the steering committee for the Bentonville Community Center
- Member of the Bentonville Parks & Recreation Advisory Board from 2007-2009, stepping down to start the Bentonville Parks Conservancy
- Member of Arkansas Masters Swimming and active with the yearly master swim meet in Bentonville
- Member of Rush Running Racing Team & Co-founder of the Square 2 Square Unofficial Marathon from Bentonville to Fayetteville
- Avid user of the NWA trail system for both running and biking

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

As a 20 year resident of Bentonville, I have raised two children in the Bentonville parks, taking advantage of the swim programs, recreational soccer leagues, and playgrounds. Our kids have grown and moved away, but my wife Lori and I are more active than ever. We were blessed 20 years ago to have chosen our home in the sleepy downtown area, and are in awe of what our city administration has done in the past few years to bring activity back to our area with parks, trails, bike programs and running series. Much has been accomplished since I left the board in 2009, but there is so much more to do, especially with the new community center opening in 2015. I have the time and energy to devote to this board and want to use my history with outdoor activities to help guide the Bentonville Parks Department through this exciting time.

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

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



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 13, 2015

Submitted by: Ben Peters

Department

Engineering

Phone

479 271-5993

ACTION REQUIRED:

A resolution for the Mayor and City Clerk to enter into an agreement with Summit Aviation to provide fixed based operator services at the Bentonville Municipal Airport.

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

1/2/2015
Date

Purchasing Agent

Date

Finance Director

1-7-15
Date

CT
Staff Attorney

1/7/15
Date

Mayor

1/08/15
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





DESIGNING THE FUTURE

Memorandum

To: Mayor Bob McCaslin, City Council
CC: Travis Matlock, Engineering Director
From: Ben Peters, City Engineer *B.P.*
Date: 1/5/2015
Re: Fixed Based Operator

Summit Aviation has served as the Fixed Based Operator (FBO) at Bentonville Municipal Airport since 2006. They have performed their contracted duties well and are well liked by the local pilot community and transient pilots.

A new FBO agreement is needed to provide stability and promote long term visions at Louise M Thaden field. The new agreement has the following basic terms:

- Non-exclusive rights for Summit Aviation to serve as an FBO at Bentonville Municipal Airport.
- Length of agreement is for 33 years, expiring on August 18, 2048. This corresponds to Summit Aviation's other hangar leases.
- Charges are \$0.10 per gallon flowage fee on full service fuel sales, \$0.75 per square foot exclusive space in the Terminal, \$0.50 per square foot exclusive space in the Open T Hangar. Charges are to be reviewed periodically by the Airport Advisory Board and adjusted as necessary.

The FBO agreement has been reviewed by the Airport Advisory Board. The Board voted unanimously to forward the agreement to City Council with a recommendation for approval.

Staff recommends approval of the agreement as presented.

F.B.O. AGREEMENT

THIS AGREEMENT, made effective as of the _____ day of _____, 20____, between the CITY OF BENTONVILLE, ARKANSAS, a municipal corporation, acting with guidance from the Airport Advisory Board, hereinafter referred to as the "City", and SUMMIT AVIATION, LLC, an Arkansas limited liability company, hereinafter referred to as "Operator".

WITNESSETH:

1. **FBO CONTRACT**

For One Dollar and 00/100 (\$1.00) and other good and valuable consideration, City shall grant and Operator shall accept, upon the terms and conditions hereinafter set forth, a nontransferable and a nonexclusive contract to operate a fixed base operations (FBO) at the Bentonville Municipal Airport, upon the premises in the exclusive possession of Operator under three (3) existing Land Lease Agreements dated August 13, 2013, for parcels known as the Blackwell Hangar (6,400 square feet), the Summit Maintenance Hangar (7,200 square feet), a part of the Southwest ¼ of the Southeast ¼ of Section 6 (9,600 square feet), the above ground fuel farm storage facility and in the terminal building the exclusive use of the manager's office, customer service reception area, end of hall closet and the lockable closet behind the customer service desk (also shared with the City). Additionally the FBO has the exclusive use of the office area on the south side of the parking lot currently used for the flight school, all designated for use by Operator (collectively, as "Premises"), together with non-exclusive rights to the use of common areas of said airport including other terminal building areas, runways, taxiways, aprons, roadways, lights, signals, ingress, egress, and other conveniences consistent with the operation of the FBO. As an (FBO), Operator may provide aeronautical services such as charter operations, aircraft rental, sale of petroleum products and fueling, aircraft

maintenance, aircraft sales and service, aircraft photography, hangar rental and storage, ground and flight instruction, and any other activity which, because of its relationship to the operation of aircraft and/or the FBO, can be regarded as an aeronautical activity.

2. TERM

This Agreement is effective from the date hereof and shall remain in force until midnight on August 18, 2048, unless sooner terminated as herein provided.

3. USE OF FBO CONTRACT

A. Operator agrees to conduct its FBO for the use and benefit of the public, and to:

- (1) Furnish good, prompt, friendly and efficient service adequate to meet all of the demands for its services at the airport;
- (2) Furnish services on a fair, equal, and nondiscriminatory basis to all users thereof;
- (3) Charge fair, reasonable, and not unjustly discriminatory prices for each unit of sale or service, provided that the Operator may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchasers;
- (4) Not discriminate in any employment or other commercial practice on the basis of race, color, religion, age, sex, or national origin.
- (5) Customer Complaints. In the event the City shall receive verifiable complaints from customers of Operator concerning any aspect of Operator's business, City shall notify Operator of all such complaints when received.

- B. The Operator, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that, in the event facilities are constructed, maintained, or otherwise operated on the said property described in paragraph 1 of this Agreement, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provisions of similar services or benefits, the Operator shall maintain and operate such facilities and services in compliance with all of the requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act 1964 and as said regulation may be amended.
- C. It is clearly understood by the Operator that no right or privilege has been granted which would operate to prevent any person, firm or corporation operating aircraft on the airport from performing any service on its own aircraft with its own regular employees (including, but not limited to, maintenance and repairs) that it may choose to perform.
- D. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to operate an FBO.
- E. The City reserves the right to further develop or improve the landing area of the airport and all publicly owned facilities of the airport as it sees fit, regardless of the desires or view of the Operation and without interference or hindrance.
- F. The City reserves the right, but shall not be obligated to Operator, to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right

to direct and control all activities of the Operator in this regard (subject to the Land Lease Agreements and this Agreement).

- G. During the time of war or national emergency, the City shall have the right to lease the landing area or any part thereof to the United States Government for military, and if such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.
- H. The City reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Operator from erecting or maintaining, or permitting to be erected, any building or other structure on or adjacent to the airport which, in the opinion of the City, would limit the usefulness of the airport or constitute a hazard to aircraft.
- I. This Agreement shall be subordinated to the provisions of any existing or future agreement between the City and the United States, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.
- J. No Liability for Exercise of Powers. The City shall not be liable to Operator for any diminution or deprivation of its rights which may result from the proper exercise of any power reserved to the City in this Agreement or by reason of governmental requirements; Operator shall not be entitled to terminate this Agreement by reason thereof, unless the exercise of such power shall interfere with Operator's rights hereunder so as to constitute a constructive or actual termination of this Agreement by operation of law or otherwise.

4. ASSIGNMENT

Assignment by the City. The City may transfer or assign this Agreement to any successor in interest to whom the airport may be sold or assigned; however, the successor in interest shall execute and deliver to the City, with a copy to Operator, an instrument assuming the obligations of the City under this Agreement.

Assigning and Encumbering. Operator shall not assign this Agreement in whole or in part without the prior written consent of the City, which consent shall not be unreasonably withheld. Any consent by the City to an assignment of this Agreement shall not constitute a waiver of the necessity of obtaining that consent as to any subsequent assignment. Any assignment for the benefit of Operator's creditors or otherwise by operation of law shall not be effective to transfer or assign Operator's interest under this Agreement unless the City shall have first consented thereto in writing. Neither Operator's interest in this Agreement, nor any estate created hereby in Operator nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided in the Bankruptcy Code.

5. INSURANCE

Operator's obligations with respect to property insurance are contained in the Land Lease Agreements described in paragraph 1 and not hereunder. Operator shall also maintain in force during the Term and any extended term, public liability insurance including, airport liability for property damage, personal injury or death, and any excess liability in umbrella form, with such coverage and limits as reasonably may be required by the City from time to time, but in no event for less than the sum of one million (\$1M) Dollars combined single limit. In addition, the FBO will insure as appropriate for services performed in moving aircraft

(hangarkeepers liability), aircraft maintenance (return to service) liability, and aircraft rental and instruction liability, such coverage shall be one million (\$1M) Dollars with a sublimit of \$100,000 per passenger. An insurer licensed to do business in the State of Arkansas shall issue the insurance. The City shall be named as an additional insured on said liability policies, at no expense to the City.

Concurrent with the execution of this Agreement, Operator shall provide the City a certificate of Operator's insurance coverage, a copy of the declarations page of the insurance policy, and a copy of all endorsements. The certificates of insurance, or endorsements attached thereto, shall provide that:

Insurance coverage shall not be canceled, changed in coverage, or reduced in limits without at least thirty (30) days prior written notice to the City;

The City of Bentonville, and its Commissioners, Advisory Boards, trustees, agents, officers, servants, and employees shall be named as additional insured;

The policy shall be considered primary as regards to any other insurance coverage the City may possess, including any self-insurance retention or deductible the City may have, and any other insurance coverage the City may possess shall be considered excess insurance only;

The limits of liability required therein are on an occurrence basis; and

The policy shall be endorsed with a severability of interest or cross-liability endorsement, providing that the coverage shall act for each insured and each additional insured; however, nothing contained therein shall act to increase the limits of liability of the insurance company.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, the City may require that either:

The Operator shall reduce or eliminate such deductibles or self-insured retentions as it relates to the City, and their councilors, trustees, agents, officers, and employees.

If the insurance coverage required herein is canceled, changed in coverage or reduced in limits, Operator shall, within fifteen (15) days of receipt of notice from the City, but in no event later than the effective date of cancellation, change or reduction, provide to the City a certificate showing that insurance coverage has been reinstated or provided through another insurance company.

Upon failure to provide such certificate, the City may, without further notice, and at its option either:

Exercise the City's rights as provided in the default provisions of this Agreement; or

Procure insurance coverage at Operator's expense whereupon Operator promptly shall reimburse the City for such expense.

6. CHARGES

The Operator shall initially pay to the City for the contract herein granted a flowage fee of Ten Cents (\$.10) per gallon for full service aircraft fuel sold by the Operator to customers. Fuel sold through the self-serve dispenser is subject to a Five Cents (\$0.00) per gallon flowage fee. The City may adjust the flowage fee from time to time following consultation with Operator upon delivery of written notice of such adjustments to said flowage fee. Operator will pass through such flowage fee to customers and collect and remit same to City pursuant hereto. Operator hereby

agrees and covenants to submit monthly reports to the City in the form prescribed by the City showing the amount of fuel received by Operator from suppliers and the amount of fuel sold to customers. Such reports shall be submitted by the 20th day of each month for the preceding month. Verification of such reports may be made by inspection of the Operator's records by representatives of the City. Payment for fuel flowage for the preceding month shall accompany the monthly report.

The Operator shall initially pay to the City for the contract herein granted a monthly rental rate of Seventy Five Cents (\$0.75) per square foot for all exclusive use area of the terminal and a monthly rental rate of Fifty Cents (\$0.50) for the exclusive use of the office area in the open T Hangar (flight school area). The City may adjust the rental rate from time to time in keeping with fair market value following consultation with the Operator upon delivery of written notice of said adjustments to the rental rate.

7. TERMINATION

This Agreement shall continue until superseded by a new FBO Agreement or (i) upon ninety (90) days' written notice of termination by City following a material default of a material provision of this Agreement which was not cured within fifty (50) days of receipt of written notice of such default delivered by City; or (ii) upon one hundred eighty (180) days' written notice of termination by Operator. As to any curing of a default (other than payment of a fee) which would reasonably require a greater period of time for curing than is provided for above, if the Operator shall, within the time stipulated, commence such curing and diligently pursue same, then, the above time period shall be extended to allow Operator reasonable opportunity to do so.

8. SERVICES

During the term of the FBO Agreement, Operator contracts and agrees to perform the following services:

A. Airport operations:

- (1) Insure that a qualified person shall remain at said airport, as far as practical, during the appropriate business hours of the FBO;
- (2) Be familiar with operational policies and regulations established by federal, state, and local governments;
- (3) Provide courtesy services for pilots and visitors;
- (4) Maintain fueling services approximately on the following schedule: 8:00 a.m. to 5:00 p.m. seven (7) days a week except for holidays, as posted in advance. Operator agrees to provide "on-call" fueling and emergency services during all unscheduled hours.
- (5) Provide air-to-ground and ground-to-air radio communications and monitor flight operations for compliance with federal, state, and local rules and regulations.

B. Maintenance:

- (1) Perform day to day minor maintenance on the terminal building and keep the City advised of other maintenance needs on the building. Provided, however, that the City shall provide janitorial services and utility services to the terminal building. Utility services shall consist of electric, water, sanitary sewer, and cable television.
- (2) Keep airport premises clean, neat, and sanitary, and the FBO lawn area and areas immediately adjacent to hangars and airplanes mowed with City provided equipment. Provided, however, that the City will mow all other airport areas.
- (3) All displays and advertisements shall be approved in advance by the City prior to display.

- (4) All furnishings in the terminal building shall be provided by the City, unless otherwise agreed in advance.

C. General:

- (1) The Operator agrees to cooperate and communicate with the Bentonville Airport Advisory Board on a monthly basis.

D. Indemnity.

- (1) The City shall not be responsible or liable at any time for any loss or damage to the Operator's merchandise, equipment, fixtures, machinery, airplanes, or airplane parts, or any other personal property of the Operator or its business on or upon the Premises; and the Operator shall give prompt notice to the City in case of fire or accident on airport property or a defect in the runways, taxiways, lighting system or other airport operation of which the Operator may be aware. The minimum limits of any insurance coverage required herein shall not limit the Operator's liability hereunder.
- (2) Operator shall indemnify, protect, defend and hold completely harmless, the City, the Bentonville Airport Advisory Board, the Bentonville Municipal Airport, and their trustees, directors and Commissioners, councilors, officers, agents and employees, in their individual and official capacities ("City Indemnitees"), from and against all liability, losses suits, claims, property, including all reasonable costs for investigation and defense thereof (including attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to Operator's use of occupancy of the Bentonville Municipal Airport premises, the rights, licenses, or privileges granted

Operator herein, or the acts or omissions of Operator's officers, agents, employees, contractors, subcontractors, or licensees, regardless of where the injury, death or damage may occur, except to the extent arising out of or incident to the acts or omissions of a City Indemnitee.

- (3) City shall give notice to Operator, via certified U.S. mail, of any such liability, loss, suit, claim or demand, and Operator shall defend the indemnified party or parties using legal counsel acceptable to the City and the indemnified party. The provisions of this section shall survive the expiration or early termination of the Agreement.

9. COOPERATION

The City agrees, by and through its employees and agents, to cooperate with Operator in the carrying on of the FBO in order to insure that the best and most efficient service to the aeronautical community can be provided. The City further agrees to do all things reasonably necessary to aid Operator.

10. NOTICES

All notices or demands required or permitted under the terms of this FBO Contract shall be considered duly given and served upon deposit with the U.S. Postal Service, "certified mail" with postage prepaid to the following addresses:

City: Mayor
City of Bentonville
City Hall
117 W. Central
Bentonville, Arkansas 72712
With copy to Airport Advisory Board Chairman

Operator: Summit Aviation, LLC
2500 S.W. Aviation Street

Said addresses shall remain in effect until changed by notice under the procedure herein set out.

11. LIEN

A lien is hereby created and granted by Operator to the City of Bentonville as security for the payment of the per gallon flowage fee for aviation fuel sold and other undertakings hereunder upon all the property of the Operator, which may, at any time during the term of this Agreement, be in, about, or upon the airport premises.

12. DEFAULT

If Operator uses the Airport property or permits the Airport property to be used for any illegal or unauthorized purpose, defaults as to any of its obligations incurred hereunder, or as to any other covenant herein provided, for more than thirty (30) days after date of notice received from City specifying such default, or if any petition be filed in bankruptcy, including petitions for arrangements or reorganizations, by or against Operator, and such petition be not dismissed within thirty (30) days after the service of notice, or if a receiver or trustee be appointed for Operator by reason of its insolvency or inability to pay its creditors, the City shall have the right, without limitation upon any other rights which it may be given by law or by any other provision of this FBO Agreement, to re-enter the Premises and contract the same as agent for Operator upon the best terms and conditions reasonably obtainable, and Operator shall be liable to the City for the difference, if any, between the fee so obtained and the fee stipulated to be paid under this Agreement, and shall receipt and deliver to Operator excess fees, if any. Operator agrees that, in the event of default, it will vacate the Premises without further notice.

In the event the Operator fails to make timely payments of all taxes or fees, fails to provide proof of required insurance or bond, uses the Airport property or permits the Airport property to be used for any illegal or unauthorized purpose, files bankruptcy, abandons or leaves the property vacant or unoccupied for _7 consecutive days, or violates any of the terms and conditions of this contract agreement, the Sponsor has the right to terminate this contract agreement and retake possession of any Airport property leased to or under the control of the Operator.

13. WASTE

Operator agrees not to commit waste nor permit waste to result or to be done to or upon the airport property or improvements thereon; not to permit to be operated, nor to exist thereon or therein, any public or private nuisance.

Indemnities - Hazardous Substance. As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the State of Arkansas, or the United States Government. "Hazardous Substance" includes any material or substances that are defined as "Hazardous Waste", "Extremely Hazardous Waste", or a "Hazardous Substance" pursuant to state, federal or local governmental law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls ("PCB's"), and petroleum and petroleum related products.

This indemnification agreement includes but is not limited to the Operator's use of the aboveground aviation fuel storage farm.

If Hazardous Substances are used, stored, generated, or disposed of on or in the Premises, or if the Premises or any other airport property become contaminated in any manner for which and to the extent which Operator

has caused and is responsible and legally liable, Operator shall indemnify and hold harmless the City from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the Premises or other airport property, damages caused by loss or restriction of rentable or usable space as a part of the Premises, or any damages caused by adverse impact on marketing of the Premises or other airport property, and any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising during or after the Term hereof and arising as a result of that contamination by Operator or Operator's agents, employees, contractors or invitees. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the airport or any cleanup, removal, or restoration mandated by a federal, state or local agency or political subdivision.

Without limitation of the foregoing, if Operator causes or permits the presence of any Hazardous Substance on the Premises or other airport property that results in contamination, Operator shall promptly take, at its own expense, any and all necessary actions to return the contaminated premises to the condition existing prior to the presence of any such Hazardous Substance. Operator shall immediately notify the City of such remedial action.

14. CHOICE OF LAW AND VENUE

The laws of Arkansas govern this Agreement which shall be interpreted thereunder. The parties agree that any mediation, arbitration or litigation concerning this Agreement must be brought in the 19th Judicial District, in and for Benton County, State of Arkansas, and each party shall pay its own costs and attorney fees.

15. FORCE MAJEURE

Neither the City nor Operator shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellions; sabotage, or any other circumstances for which it is not responsible or which are not within its control, and the time for performance automatically shall be extended by the period the party is prevented from performing its obligations hereunder.

16. CONSENT NOT UNREASONABLY WITHHELD

Whenever it is provided herein that the consent of the City or Operator is required, such consent shall not be unreasonably withheld, conditioned or delayed, except as provided herein.

17. RECOVERY OF ATTORNEY FEES AND COSTS

If either party shall bring any legal or equitable action against the other, the losing party shall pay the reasonable attorney fees and costs incurred by the prevailing party in such action including any appeal. For purposes of this section, "costs" shall include expert witness fees and court costs.

18. BINDING EFFECT

This Agreement shall inure to the benefit of and shall be binding upon City, Operator and their respective successors and assigns, if such assignment shall have been made in conformity with the provisions of this Agreement.

WITNESS the execution of our hands and seals the day and year first above set out.

City:

City of Bentonville, Arkansas

Operator:

Summit Aviation, LLC

By: _____

Mayor

Attest: _____

City Clerk

Date: _____

Approved by:

Airport Advisory Board

Chairman

Date: _____

By: _____

Attest: _____

Date: _____

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE FIXED BASE
OPERATOR AGREEMENT FOR THE BENTONVILLE
MUNICIPAL AIRPORT.**

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

Section 1: That the Fixed Base Operator Agreement with Summit Aviation, as
attached hereto as Exhibit "A", should be and the same is hereby approved.

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 _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 13, 2015

Submitted by: Ben Peters

Department: Engineering

Phone: 479 271-5993

ACTION REQUIRED:

A resolution for the Mayor and City Clerk to assign a current ground lease at Bentonville Municipal Airport into eight (8) individual leases. The current lease is for a T hangar on the west side of the airport property at 2501 SW "I" street.

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

1/2/2015
Date

Staff Attorney

CT
1/7/15
Date

Purchasing Agent

Date

Mayor

Bom
1/08/15
Date

Finance Director

1-7-15
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





DESIGNING THE FUTURE

Memorandum

To: Mayor Bob McCaslin, City Council
CC: Travis Matlock, Engineering Director
From: Ben Peters, City Engineer
Date: 1/2/2015
Re: West Side Hangar Project

Cornerstone Aviation, LLC has constructed an airport hangar building on the west side of the Bentonville Municipal Airport. The hangar is a 7 bay, T hangar of approximately 11,748 square feet including one office space.

Cornerstone Aviation LLC entered into a single ground lease with the City of Bentonville on the 29th of July, 2014. Cornerstone Aviation LLC would now like to break up the single lease into 8 individual ground leases that correspond to the individual hangar spaces. See the attached exhibit for suite numbers and areas.

In addition to the split of one ground lease into eight (8) leases, Cornerstone Aviation LLC would like to assign some of those individual leases as follows:

Suite 1,3 and 15 will be assigned to Newhouse Properties LLC.
Suite 11 will be assigned to Dale and Angie Bailey
Suite 5, 7, 9 and 13 will be remain in the name of Cornerstone Aviation LLC

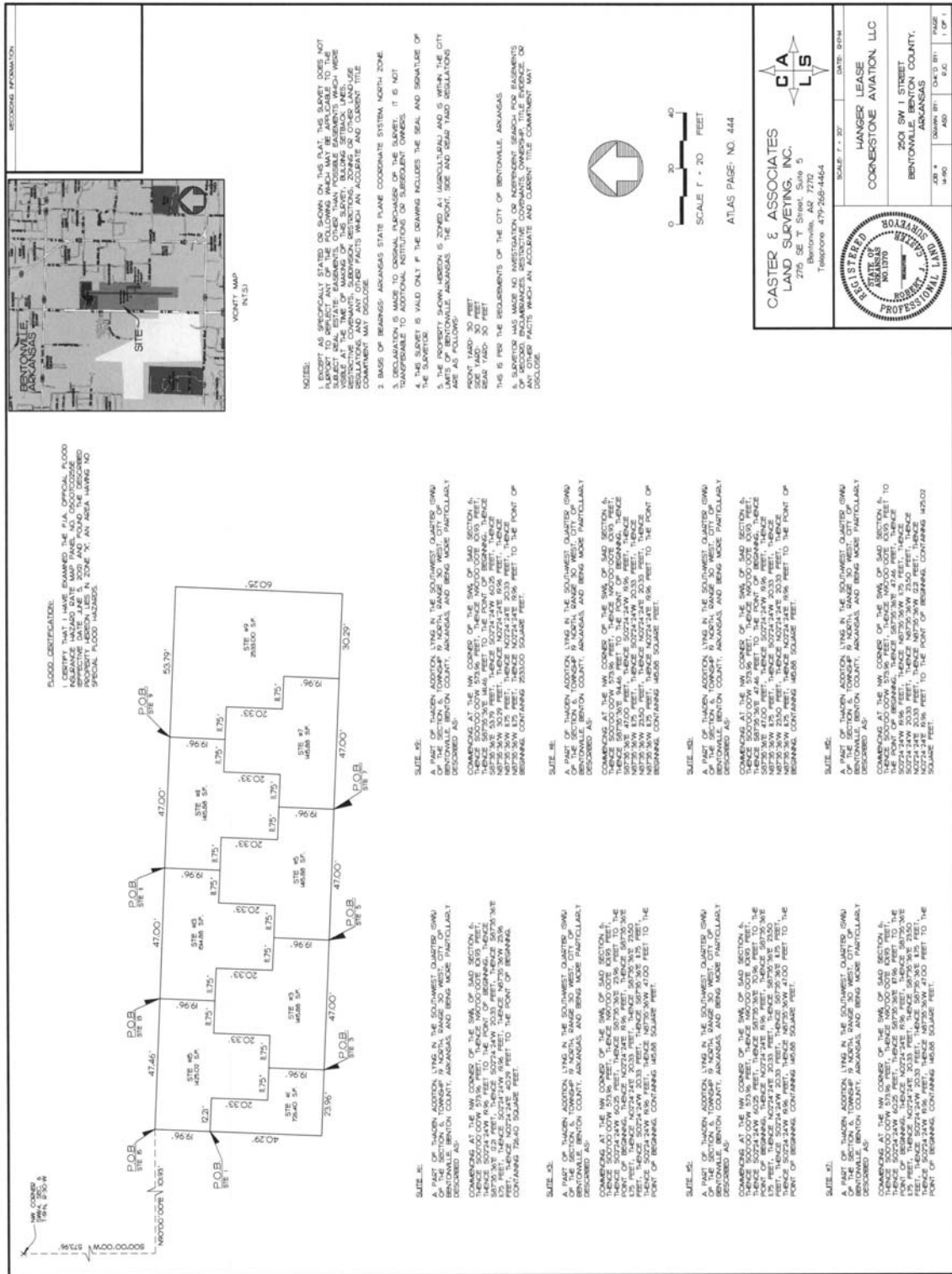
Reversion clauses have been added to each lease that reverts the ownership of the improvements to the City of Bentonville on the following schedule:

Suite 1, 9, and 15 will revert at the conclusion of 50 years
Suite 3, 5, 7, 11, and 13 will revert at the conclusion of 40 years with a right of first refusal to continue the lease at fair market value for the land and improvements for an additional 2 terms of 5 years each.

A Front Foot Fee clause is included in the leases for Suite 9. This clause allows for the recoupment of up to 50% of the initial investment in public improvements for a period of 5 years. If an additional hangar or other improvement is constructed on the airport property and said improvements utilize the waterline extension, driveway installation or ramp area; the owner of Suite 9 will be reimbursed by the developer up to 50% of his initial investment based on the proportional use of each item.

The Airport Advisory Board has reviewed these leases and voted unanimously to approve forwarding the leases to Council for approval.

Staff recommends approval of the leases and assigns as presented.



BENTONVILLE MUNICIPAL AIRPORT
LAND LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this _____ day of _____, _____, between the City of Bentonville, hereinafter referred to as "Lessor," and Newhouse Properties LLC, hereinafter jointly referred to as "Lessee."

WHEREAS, the Lessor does intend to lease certain real property consisting of approximately 726.4 square feet marked and identified as 2501 SW "I" St. Suite #1 and being described as follows:

SUITE #1:

A PART OF THADEN ADDITION, LYING IN THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF THE SECTION 6, TOWNSHIP 19 NORTH, RANGE 30 WEST, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NW CORNER OF THE SW $\frac{1}{4}$ OF SAID SECTION 6, THENCE S00°00'00"W 573.96 FEET, THENCE N90°00'00"E 101.93 FEET, THENCE S02°24'24"W 19.96 FEET TO THE POINT OF BEGINNING, THENCE S87°35'36"E 12.21 FEET, THENCE S02°24'24"W 20.33 FEET, THENCE S87°35'36"E 11.75 FEET, THENCE S02°24'24"W 19.96 FEET, THENCE N87°35'36"W 23.96 FEET, THENCE N02°24'24"E 40.29 FEET TO THE POINT OF BEGINNING, CONTAINING 726.40 SQUARE FEET.

NOW, THEREFORE, the Parties hereto agree as follows:

LEASEHOLD. The Lessor does hereby grant, demise and lease unto Lessee certain premises situated in Benton County, Arkansas, within the boundaries of the Bentonville Municipal Airport, said property being described more particularly as the "footprint" under Building at Suite #1, 2501 SW "I" street as set out in the attached Exhibit A. A "footprint" is defined as the real property located underneath the building which Lessee proposes to erect or has erected.

TERMS AND CONDITIONS. Lessee agrees to comply with and abide by all terms and conditions set forth in this original Agreement of Lease.

- **TERM** - This lease's initial term is for thirty five (35) years beginning on the _____ day of _____, _____, and ending at Midnight, _____, unless sooner terminated as herein provided. Lessee shall also have three (3) consecutive five (5) year options to renew and extend the Lease. Lessee shall provide Lessor with written notice of Lessee's intent to exercise said option(s) at least six (6) months prior to the expiration of the initial thirty-five (35) year term and each subsequent option period.

LEASE PAYMENT - Lessee shall pay to the City of Bentonville the annual rental based on the square foot of total leased ground space. The rate charged per foot shall be \$ 0.20 per square foot. Leased ground space totals _____ 726.4 square feet. Said rental is to be paid in advance in yearly installments on the 1st business day of each year. If the initial calendar year of the lease is less than 12 months the Lessee will pay a pro-rata payment to cover the first partial year at the time of signing this lease. For each subsequent year during the initial term or any renewal Lease Term, the rent shall be increased annually in accordance with changes in the Consumer Price Index (CPI), provided, however, that no single annual increase shall exceed two percent (2%). The Consumer Price Index refers to the Consumer Price Index for all urban consumers (CPI-U), U.S. City Average All Items Index. The parties shall use the current standard CPI-U reference base as published by the Bureau of Labor Statistics using September as the comparison month. Rent for the second year of the Term shall be determined using the CPI-U for September, 2015 as compared to September, 2014. Similarly, rent for each successive year of the Term shall be determined using the CPI-U for the most recent September as compared to the preceding September.

- **TAXES** - Lessee shall pay all ad valorem taxes and assessments upon the leased premises and upon all personal property located upon the leased premises which are assessed during the lease term. Lessee shall

have the right to contest by appropriate proceedings the amount or validity of any tax or assessment which Lessee is obligated to pay in accordance with the provisions hereof.

• **ASSIGNMENTS & SUB-LEASES**

This agreement, in whole or any part thereof may not be assigned or transferred by Lessee unless such action receives prior approval by the Airport Advisory Board and the Lessor, which such approval can not be unreasonably withheld. Such assignment releases the original Lessee of its obligations and the new Lessee assumes all obligations of this original agreement in full.

INSURANCE - Lessee shall obtain & maintain property insurance coverage for the repair or replacement of the leasehold and any adjacent improvements. The City of Bentonville will be listed as an additional insured on the policy. The Lessee will provide proof of this insurance upon request and keep the policy in effect during the terms of the lease. Lessee acknowledges that it is the Lessee's sole responsibility to maintain insurance on any personal property if desired.

USE OF THE PREMISES. The development and/or use of any Premises located within the current or future boundaries of the Bentonville Municipal Airport shall be consistent with the most recent Airport Master Plan and Airport Minimum Standards. Lessee agrees that all uses of the premises must be approved by the Airport Advisory Board and shall be predominantly for aviation use. All future structure additions shall be subject to prior approval by Lessor. The structure(s) constructed by Lessee under this Agreement shall be the property of Lessee until the expiration or termination of this lease, at which time it converts to the City of Bentonville. In the event that Lessee uses the property for purposes other than the purposes stated above, then Lessee shall be deemed to be in default of this agreement

UTILITIES. Lessee shall be responsible for utilities to the leasehold. Initial utility service to the leased property will be the responsibility of the lessee and negotiations for terms of utility provision are a matter between the lessee and each individual service provider including the City. In no case will City Utilities service be denied to an approved installation. Lessee shall pay all initial tie-in costs and all monthly ongoing fees for such utilities. Utilities required by the Lessee that are not owned/managed by the City must be coordinated by the Lessee and utility supplier directly.

REPAIRS, MAINTENANCE AND APPEARANCE.

(a) Lessee shall at all times during the term of this Lease Agreement, at Lessee's expense, keep and maintain in good repair and safe condition the leased premises and its equipment and appurtenances, both inside and outside, structural and non-structural, extraordinary and ordinary, whether or not necessitated by wear, tear, obsolescence or defects, latent or otherwise. When used herein, the term "repairs" shall include all necessary replacements, renewals, alterations, additions and betterment's. Lessee will at all times keep the leasehold free and clean of all trash, refuse and any unsightly conditions or fire hazards.

(b) The necessity for and adequacy of repairs to the leased premises, pursuant to subparagraph (a) hereof, shall be measured by the standard which is appropriate for improvements of similar construction and also shall meet the requirements and standards set out and promulgated by the City of Bentonville through its Airport Advisory Board or other governmental agency or entity pursuant to the primary lease referred to above.

(c) Lessee agrees to reimburse Lessor for all sums and expenses incurred in the repairs or maintenance required or caused to be made pursuant to the regulations and rules of the governing authority mentioned in subparagraph (b) above as a result of failure by Lessee to maintain or repair the demised premises as required.

ALTERATIONS AND IMPROVEMENTS. Lessee shall be entitled to make alterations, additions and improvements to the property necessary and desirable for the operation of the premises. Lessee shall not be entitled to make any significant or material alterations, additions or changes to the exterior of the leased premises without Lessor's prior written consent. Lessee acknowledges and agrees that all such alterations, additions and improvements, shall become the property of the City of Bentonville, Arkansas, upon the termination of the lease agreement.

WAIVER. The waiving of any one or more breaches of the terms or provisions contained herein by the Lessor or

Bentonville Airport Advisory Board shall not be deemed a waiver of any other breaches of the terms of provisions.

TIME OF THE ESSENCE. It is understood that time is of the essence of this Lease Agreement.

DEFAULT. In the event the Lessee defaults under the terms of the agreement, this lease may be terminated by the Bentonville City Council at a regular meeting pursuant to the following:

- (a) Lessor shall give written notice by certified mail, return receipt requested, of default simultaneously to Lessee as well as any assignee, any mortgagee or beneficiary of Lessee's leasehold interest in the leased premises and improvements thereon who are known to the Lessor.
- (b) No default shall be deemed to exist unless Lessee fails to cure said default within thirty (30) days after receipt of written notice thereof, provided, however, that if Lessee fails to cure same within said thirty (30) days, the mortgagee or beneficiary of Lessee's said leasehold interest shall have an additional twenty (20) days after the end of said thirty (30) days period within which to cure same. As to any curing of a default (other than payment of rent) which would reasonably require a greater period of time for curing than is provided for above, if the lessee shall, within the time stipulated, commence such curing and diligently pursue same, then, the above time period shall be extended to allow Lessee reasonable opportunity to do so.
- (c) Lessee shall have the right to contest, in good faith, the existence of any default alleged to have occurred or alleged to exist, and in the event Lessee so elects, the time period for curing any such alleged default shall be extended until thirty (30) days after a final judgment has been entered in a court having jurisdiction over such contest.
- (d) Following the period for curing or contesting a default provided above, the City Council may give written notice by certified mail, return receipt requested, of Lessor's exercise of its right to declare this lease forfeited, terminated, null and void. Upon such notice, Lessee agrees to vacate the premises immediately and to forfeit any and all claims, rights, and property interest in this lease agreement or the improvements mentioned herein. Should it become necessary for Lessor to resort to judicial process to enforce the terms of this agreement, or reclaim possession of the premises, Lessee agrees to pay a reasonable attorney's fee.

TERMINATION OF USE. In the event that the Bentonville Airport facility and property are no longer used for aviation purposes, the City of Bentonville or its assign shall purchase the remaining leasehold interest from Lessee at fair market value.

REVERSION. At the conclusion of the lease term all improvements shall become the property of the City of Bentonville. The Lessee shall cooperate in conveying clear title of the improvements to the City.

MORTGAGING OF LEASEHOLD. Lessee is hereby given the absolute right without the Lessor's consent to mortgage its interest in the leased premises, provided that no such mortgage shall extend to or affect the fee, the reversionary interest, or the estate of Lessor in and to the land and building (hangar facility complex) erected thereon.

GOVERNMENTAL REQUIREMENTS GENERALLY. Lessee shall comply with all governmental requirements applicable to Lessee's use and operation of the leased premises.

INDEMNITY. Lessor shall not be liable for any personal injury to the Lessee or to its officers, agents, employees, invitees, licensees or to any other occupant of any part of the leased premises, or for any damage to any property of Lessee or of any other occupant of any part of the leased premises, irrespective of how such injury or damage may be caused, whether from action of the elements or occupants of adjacent properties. In the event an action, claim or suit is commenced against Lessor as a result of any such personal injury or damage occurring on the leased premises, Lessee agrees to hold Lessor harmless from any liability or responsibility therefor, including attorney's fees or costs of the action.

QUIET ENJOYMENT. If Lessee pays the rents and other amounts herein provided, observes and performs all the covenants, terms and conditions, Lessee shall peaceably and quietly hold and enjoy the premises for the lease term without interruption by Lessor or any other persons claiming by, through or under Lessor, subject, nevertheless, to

GRAMMATICAL USAGE. Whenever used herein: The singular number shall include the plural, the plural the singular, and any gender all genders in any place in which the context so requires.

CITY OF BENTONVILLE,
MAYOR Bob McCaslin

By: _____
Printed Name: _____
Title: _____

~ 130 ~

BENTONVILLE MUNICIPAL AIRPORT
LAND LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this _____ day of _____, between the City of Bentonville, hereinafter referred to as "Lessor," and Newhouse Properties LLC, hereinafter jointly referred to as "Lessee."

WHEREAS, the Lessor does intend to lease certain real property consisting of approximately 1415.9 square feet marked and identified as 2501 SW "I" St. Suite #3, and being described as follows:

SUITE #3:

A PART OF THADEN ADDITION, LYING IN THE SOUTHWEST QUARTER (SW¼) OF THE SECTION 6, TOWNSHIP 19 NORTH, RANGE 30 WEST, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NW CORNER OF THE SW¼ OF SAID SECTION 6, THENCE S00°00'00"W 573.96 FEET, THENCE N90°00'00"E 101.93 FEET, THENCE S02°24'24"W 60.25 FEET, THENCE S87°35'36"E 23.96 FEET TO THE POINT OF BEGINNING, THENCE N02°24'24"E 19.96 FEET, THENCE S87°35'36"E 11.75 FEET, THENCE N02°24'24"E 20.33 FEET, THENCE S87°35'36"E 23.50 FEET, THENCE S02°24'24"W 20.33 FEET, THENCE S87°35'36"E 11.75 FEET, THENCE S02°24'24"W 19.96 FEET, THENCE N87°35'36"W 47.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1415.88 SQUARE FEET.

NOW, THEREFORE, the Parties hereto agree as follows:

LEASEHOLD. The Lessor does hereby grant, demise and lease unto Lessee certain premises situated in Benton County, Arkansas, within the boundaries of the Bentonville Municipal Airport, said property being described more particularly as the "footprint" under Building at 2501 SW "I" St. Suite #3 as set out in the attached Exhibit A. A "footprint" is defined as the real property located underneath the building which Lessee proposes to erect or has erected.

TERMS AND CONDITIONS. Lessee agrees to comply with and abide by all terms and conditions set forth in this original Agreement of Lease.

- **TERM** - This lease's initial term is for thirty five (35) years beginning on the _____ day of _____, _____, and ending at Midnight, _____, unless sooner terminated as herein provided. Lessee shall also have three (3) consecutive five (5) year options to renew and extend the Lease. Lessee shall provide Lessor with written notice of Lessee's intent to exercise said option(s) at least six (6) months prior to the expiration of the initial thirty-five (35) year term and each subsequent option period.

LEASE PAYMENT - Lessee shall pay to the City of Bentonville the annual rental based on the square foot of total leased ground space. The rate charged per foot shall be \$0.20 per square foot. Leased ground space totals 1415.9 square feet. Said rental is to be paid in advance in yearly installments on the 1st business day of each year. If the initial calendar year of the lease is less than 12 months the Lessee will pay a pro-rata payment to cover the first partial year at the time of signing this lease. For each subsequent year during the initial term or any renewal Lease Term, the rent shall be increased annually in accordance with changes in the Consumer Price Index (CPI), provided, however, that no single annual increase shall exceed two percent (2%). The Consumer Price Index refers to the Consumer Price Index for all urban consumers (CPI-U), U.S. City Average All Items Index. The parties shall use the current standard CPI-U reference base as published by the Bureau of Labor Statistics using September as the comparison month. Rent for the second year of the Term shall be determined using the CPI-U for September, 2015 as compared to September, 2014. Similarly, rent for each successive year of the Term shall be determined using the CPI-U for the most recent September as compared to the preceding September.

- **TAXES** - Lessee shall pay all ad valorem taxes and assessments upon the leased premises and upon all personal property located upon the leased premises which are assessed during the lease term. Lessee shall have the right to contest by appropriate proceedings the amount or validity of any tax or assessment which Lessee is obligated to pay in accordance with the provisions hereof.
- **ASSIGNMENTS & SUB-LEASES**
This agreement, in whole or any part thereof may not be assigned or transferred by Lessee unless such action receives prior approval by the Airport Advisory Board and the Lessor, which such approval can not be unreasonably withheld. Such assignment releases the original Lessee of its obligations and the new Lessee assumes all obligations of this original agreement in full.

INSURANCE - Lessee shall obtain & maintain property insurance coverage for the repair or replacement of the leasehold and any adjacent improvements. The City of Bentonville will be listed as an additional insured on the policy. The Lessee will provide proof of this insurance upon request and keep the policy in effect during the terms of the lease. Lessee acknowledges that it is the Lessee's sole responsibility to maintain insurance on any personal property if desired.

USE OF THE PREMISES. The development and/or use of any Premises located within the current or future boundaries of the Bentonville Municipal Airport shall be consistent with the most recent Airport Master Plan and Airport Minimum Standards. Lessee agrees that all uses of the premises must be approved by the Airport Advisory Board and shall be predominantly for aviation use. All future structure additions shall be subject to prior approval by Lessor. The structure(s) constructed by Lessee under this Agreement shall be the property of Lessee until the expiration or termination of this lease, at which time it converts to the City of Bentonville. In the event that Lessee uses the property for purposes other than the purposes stated above, then Lessee shall be deemed to be in default of this agreement

UTILITIES. Lessee shall be responsible for utilities to the leasehold. Initial utility service to the leased property will be the responsibility of the lessee and negotiations for terms of utility provision are a matter between the lessee and each individual service provider including the City. In no case will City Utilities service be denied to an approved installation. Lessee shall pay all initial tie-in costs and all monthly ongoing fees for such utilities. Utilities required by the Lessee that are not owned/managed by the City must be coordinated by the Lessee and utility supplier directly.

REPAIRS, MAINTENANCE AND APPEARANCE.

- (a) Lessee shall at all times during the term of this Lease Agreement, at Lessee's expense, keep and maintain in good repair and safe condition the leased premises and it's equipment and appurtenances, both inside and outside, structural and non-structural, extraordinary and ordinary, whether or not necessitated by wear, tear, obsolescence or defects, latent or otherwise. When used herein, the term "repairs" shall include all necessary replacements, renewals, alterations, additions and betterment's. Lessee will at all times keep the leasehold free and clean of all trash, refuse and any unsightly conditions or fire hazards.
- (b) The necessity for and adequacy of repairs to the leased premises, pursuant to subparagraph (a) hereof, shall be measured by the standard which is appropriate for improvements of similar construction and also shall meet the requirements and standards set out and promulgated by the City of Bentonville through its Airport Advisory Board or other governmental agency or entity pursuant to the primary lease referred to above.
- (c) Lessee agrees to reimburse Lessor for all sums and expenses incurred in the repairs or maintenance required or caused to be made pursuant to the regulations and rules of the governing authority mentioned in subparagraph (b) above as a result of failure by Lessee to maintain or repair the demised premises as required.

ALTERATIONS AND IMPROVEMENTS. Lessee shall be entitled to make alterations, additions and improvements to the property necessary and desirable for the operation of the premises. Lessee shall not be entitled to make any significant or material alterations, additions or changes to the exterior of the leased premises without Lessor's prior written consent. Lessee acknowledges and agrees that all such alterations, additions and improvements, shall become the property of the City of Bentonville, Arkansas, upon the termination of the lease

agreement.

WAIVER. The waiving of any one or more breaches of the terms or provisions contained herein by the Lessor or Bentonville Airport Advisory Board shall not be deemed a waiver of any other breaches of the terms of provisions.

TIME OF THE ESSENCE. It is understood that time is of the essence of this Lease Agreement.

DEFAULT. In the event the Lessee defaults under the terms of the agreement, this lease may be terminated by the Bentonville City Council at a regular meeting pursuant to the following:

(a) Lessor shall give written notice by certified mail, return receipt requested, of default simultaneously to Lessee as well as any assignee, any mortgagee or beneficiary of Lessee's leasehold interest in the leased premises and improvements thereon who are known to the Lessor.

(b) No default shall be deemed to exist unless Lessee fails to cure said default within thirty (30) days after receipt of written notice thereof, provided, however, that if Lessee fails to cure same within said thirty (30) days, the mortgagee or beneficiary of Lessee's said leasehold interest shall have an additional twenty (20) days after the end of said thirty (30) days period within which to cure same. As to any curing of a default (other than payment of rent) which would reasonably require a greater period of time for curing than is provided for above, if the lessee shall, within the time stipulated, commence such curing and diligently pursue same, then, the above time period shall be extended to allow Lessee reasonable opportunity to do so.

(c) Lessee shall have the right to contest, in good faith, the existence of any default alleged to have occurred or alleged to exist, and in the event Lessee so elects, the time period for curing any such alleged default shall be extended until thirty (30) days after a final judgment has been entered in a court having jurisdiction over such contest.

(d) Following the period for curing or contesting a default provided above, the City Council may give written notice by certified mail, return receipt requested, of Lessor's exercise of its right to declare this lease forfeited, terminated, null and void. Upon such notice, Lessee agrees to vacate the premises immediately and to forfeit any and all claims, rights, and property interest in this lease agreement or the improvements mentioned herein. Should it become necessary for Lessor to resort to judicial process to enforce the terms of this agreement, or reclaim possession of the premises, Lessee agrees to pay a reasonable attorney's fee.

TERMINATION OF USE. In the event that the Bentonville Airport facility and property are no longer used for aviation purposes, the City of Bentonville or its assign shall purchase the remaining leasehold interest from Lessee at fair market value.

REVERSION. At the conclusion of the initial lease term all improvements shall become the property of the City of Bentonville. The Lessee shall cooperate in conveying clear title of the improvements to the City. Subsequent lease options will be at the fair market value for the ground and improvements. At the end of the lease options, or earlier if options are not exercised, the property will be leased via competitive leasing bids.

MORTGAGING OF LEASEHOLD. Lessee is hereby given the absolute right without the Lessor's consent to mortgage its interest in the leased premises, provided that no such mortgage shall extend to or affect the fee, the reversionary interest, or the estate of Lessor in and to the land and building (hangar facility complex) erected thereon.

GOVERNMENTAL REQUIREMENTS GENERALLY. Lessee shall comply with all governmental requirements applicable to Lessee's use and operation of the leased premises.

INDEMNITY. Lessor shall not be liable for any personal injury to the Lessee or to its officers, agents, employees, invitees, licensees or to any other occupant of any part of the leased premises, or for any damage to any property of Lessee or of any other occupant of any part of the leased premises, irrespective of how such injury or damage may be caused, whether from action of the elements or occupants of adjacent properties. In the event an action, claim or suit is commenced against Lessor as a result of any such personal injury or damage occurring on the leased premises, Lessee agrees to hold Lessor harmless from any liability or responsibility therefor, including attorney's

QUIET ENJOYMENT. If Lessee pays the rents and other amounts herein provided, observes and performs all the covenants, terms and conditions, Lessee shall peaceably and quietly hold and enjoy the premises for the lease term without interruption by Lessor or any other persons claiming by, through or under Lessor, subject, nevertheless, to the terms and conditions of this Lease.

LESSOR:

LESSEE:

By: _____
Printed Name: _____
Title: _____

ACKNOWLEDGMENT

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2013.

My Commission Expires: _____

BENTONVILLE MUNICIPAL AIRPORT
LAND LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this _____ day of _____, _____, between the City of Bentonville, hereinafter referred to as "Lessor," and Cornerstone Aviation LLC, hereinafter jointly referred to as "Lessee."

WHEREAS, the Lessor does intend to lease certain real property consisting of approximately 1415.9 square feet marked and identified as 2501 SW "I" St. Suite #5, and being described as follows:

SUITE #5:

A PART OF THADEN ADDITION, LYING IN THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF THE SECTION 6, TOWNSHIP 19 NORTH, RANGE 30 WEST, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NW CORNER OF THE SW $\frac{1}{4}$ OF SAID SECTION 6, THENCE S00°00'00"W 573.96 FEET, THENCE N90°00'00"E 101.93 FEET, THENCE S02°24'24"W 60.25 FEET, THENCE S87°35'36"E 70.96 FEET TO THE POINT OF BEGINNING, THENCE N02°24'24"E 19.96 FEET, THENCE S87°35'36"E 11.75 FEET, THENCE N02°24'24"E 20.33 FEET, THENCE S87°35'36"E 23.50 FEET, THENCE S02°24'24"W 20.33 FEET, THENCE S87°35'36"E 11.75 FEET, THENCE S02°24'24"W 19.96 FEET, THENCE N87°35'36"W 47.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1415.88 SQUARE FEET.

NOW, THEREFORE, the Parties hereto agree as follows:

LEASEHOLD. The Lessor does hereby grant, demise and lease unto Lessee certain premises situated in Benton County, Arkansas, within the boundaries of the Bentonville Municipal Airport, said property being described more particularly as the "footprint" under Building at 2501 SW "I" St. Suite #5 as set out in the attached Exhibit A. A "footprint" is defined as the real property located underneath the building which Lessee proposes to erect or has erected.

TERMS AND CONDITIONS. Lessee agrees to comply with and abide by all terms and conditions set forth in this original Agreement of Lease.

- **TERM** - This lease's initial term is for thirty five (35) years beginning on the _____ day of _____, _____, and ending at Midnight, _____, _____, unless sooner terminated as herein provided. Lessee shall also have three (3) consecutive five (5) year options to renew and extend the Lease. Lessee shall provide Lessor with written notice of Lessee's intent to exercise said option(s) at least six (6) months prior to the expiration of the initial thirty-five (35) year term and each subsequent option period.

LEASE PAYMENT - Lessee shall pay to the City of Bentonville the annual rental based on the square foot of total leased ground space. The rate charged per foot shall be \$0.20 per square foot. Leased ground space totals 1415.9 square feet. Said rental is to be paid in advance in yearly installments on the 1st business day of each year. If the initial calendar year of the lease is less than 12 months the Lessee will pay a pro-rata payment to cover the first partial year at the time of signing this lease. For each subsequent year during the initial term or any renewal Lease Term, the rent shall be increased annually in accordance with changes in the Consumer Price Index (CPI), provided, however, that no single annual increase shall exceed two percent (2%). The Consumer Price Index refers to the Consumer Price Index for all urban consumers (CPI-U), U.S. City Average All Items Index. The parties shall use the current standard CPI-U reference base as published by the Bureau of Labor Statistics using September as the comparison month. Rent for the second year of the Term shall be determined using the CPI-U for September, 2015 as compared to September, 2014. Similarly, rent for each successive year of the Term shall be determined using the CPI-U for the most recent September as compared to the preceding September.

- **TAXES** - Lessee shall pay all ad valorem taxes and assessments upon the leased premises and upon all personal property located upon the leased premises which are assessed during the lease term. Lessee shall have the right to contest by appropriate proceedings the amount or validity of any tax or assessment which Lessee is obligated to pay in accordance with the provisions hereof.

- **ASSIGNMENTS & SUB-LEASES**

This agreement, in whole or any part thereof may not be assigned or transferred by Lessee unless such action receives prior approval by the Airport Advisory Board and the Lessor, which such approval can not be unreasonably withheld. Such assignment releases the original Lessee of its obligations and the new Lessee assumes all obligations of this original agreement in full.

INSURANCE - Lessee shall obtain & maintain property insurance coverage for the repair or replacement of the leasehold and any adjacent improvements. The City of Bentonville will be listed as an additional insured on the policy. The Lessee will provide proof of this insurance upon request and keep the policy in effect during the terms of the lease. Lessee acknowledges that it is the Lessee's sole responsibility to maintain insurance on any personal property if desired.

USE OF THE PREMISES. The development and/or use of any Premises located within the current or future boundaries of the Bentonville Municipal Airport shall be consistent with the most recent Airport Master Plan and Airport Minimum Standards. Lessee agrees that all uses of the premises must be approved by the Airport Advisory Board and shall be predominantly for aviation use. All future structure additions shall be subject to prior approval by Lessor. The structure(s) constructed by Lessee under this Agreement shall be the property of Lessee until the expiration or termination of this lease, at which time it converts to the City of Bentonville. In the event that Lessee uses the property for purposes other than the purposes stated above, then Lessee shall be deemed to be in default of this agreement

UTILITIES. Lessee shall be responsible for utilities to the leasehold. Initial utility service to the leased property will be the responsibility of the lessee and negotiations for terms of utility provision are a matter between the lessee and each individual service provider including the City. In no case will City Utilities service be denied to an approved installation. Lessee shall pay all initial tie-in costs and all monthly ongoing fees for such utilities. Utilities required by the Lessee that are not owned/managed by the City must be coordinated by the Lessee and utility supplier directly.

REPAIRS, MAINTENANCE AND APPEARANCE.

(a) Lessee shall at all times during the term of this Lease Agreement, at Lessee's expense, keep and maintain in good repair and safe condition the leased premises and it's equipment and appurtenances, both inside and outside, structural and non-structural, extraordinary and ordinary, whether or not necessitated by wear, tear, obsolescence or defects, latent or otherwise. When used herein, the term "repairs" shall include all necessary replacements, renewals, alterations, additions and betterment's. Lessee will at all times keep the leasehold free and clean of all trash, refuse and any unsightly conditions or fire hazards.

(b) The necessity for and adequacy of repairs to the leased premises, pursuant to subparagraph (a) hereof, shall be measured by the standard which is appropriate for improvements of similar construction and also shall meet the requirements and standards set out and promulgated by the City of Bentonville through its Airport Advisory Board or other governmental agency or entity pursuant to the primary lease referred to above.

(c) Lessee agrees to reimburse Lessor for all sums and expenses incurred in the repairs or maintenance required or caused to be made pursuant to the regulations and rules of the governing authority mentioned in subparagraph (b) above as a result of failure by Lessee to maintain or repair the demised premises as required.

ALTERATIONS AND IMPROVEMENTS. Lessee shall be entitled to make alterations, additions and improvements to the property necessary and desirable for the operation of the premises. Lessee shall not be entitled to make any significant or material alterations, additions or changes to the exterior of the leased premises without Lessor's prior written consent. Lessee acknowledges and agrees that all such alterations, additions and improvements, shall become the property of the City of Bentonville, Arkansas, upon the termination of the lease

agreement.

WAIVER. The waiving of any one or more breaches of the terms or provisions contained herein by the Lessor or Bentonville Airport Advisory Board shall not be deemed a waiver of any other breaches of the terms of provisions.

TIME OF THE ESSENCE. It is understood that time is of the essence of this Lease Agreement.

DEFAULT. In the event the Lessee defaults under the terms of the agreement, this lease may be terminated by the Bentonville City Council at a regular meeting pursuant to the following:

(a) Lessor shall give written notice by certified mail, return receipt requested, of default simultaneously to Lessee as well as any assignee, any mortgagee or beneficiary of Lessee's leasehold interest in the leased premises and improvements thereon who are known to the Lessor.

(b) No default shall be deemed to exist unless Lessee fails to cure said default within thirty (30) days after receipt of written notice thereof, provided, however, that if Lessee fails to cure same within said thirty (30) days, the mortgagee or beneficiary of Lessee's said leasehold interest shall have an additional twenty (20) days after the end of said thirty (30) days period within which to cure same. As to any curing of a default (other than payment of rent) which would reasonably require a greater period of time for curing than is provided for above, if the lessee shall, within the time stipulated, commence such curing and diligently pursue same, then, the above time period shall be extended to allow Lessee reasonable opportunity to do so.

(c) Lessee shall have the right to contest, in good faith, the existence of any default alleged to have occurred or alleged to exist, and in the event Lessee so elects, the time period for curing any such alleged default shall be extended until thirty (30) days after a final judgment has been entered in a court having jurisdiction over such contest.

(d) Following the period for curing or contesting a default provided above, the City Council may give written notice by certified mail, return receipt requested, of Lessor's exercise of its right to declare this lease forfeited, terminated, null and void. Upon such notice, Lessee agrees to vacate the premises immediately and to forfeit any and all claims, rights, and property interest in this lease agreement or the improvements mentioned herein. Should it become necessary for Lessor to resort to judicial process to enforce the terms of this agreement, or reclaim possession of the premises, Lessee agrees to pay a reasonable attorney's fee.

TERMINATION OF USE. In the event that the Bentonville Airport facility and property are no longer used for aviation purposes, the City of Bentonville or its assign shall purchase the remaining leasehold interest from Lessee at fair market value.

REVERSION. At the conclusion of the initial lease term all improvements shall become the property of the City of Bentonville. The Lessee shall cooperate in conveying clear title of the improvements to the City. Subsequent lease options will be at the fair market value for the ground and improvements. At the end of the lease options, or earlier if options are not exercised, the property will be leased via competitive leasing bids.

MORTGAGING OF LEASEHOLD. Lessee is hereby given the absolute right without the Lessor's consent to mortgage its interest in the leased premises, provided that no such mortgage shall extend to or affect the fee, the reversionary interest, or the estate of Lessor in and to the land and building (hangar facility complex) erected thereon.

GOVERNMENTAL REQUIREMENTS GENERALLY. Lessee shall comply with all governmental requirements applicable to Lessee's use and operation of the leased premises.

INDEMNITY. Lessor shall not be liable for any personal injury to the Lessee or to its officers, agents, employees, invitees, licensees or to any other occupant of any part of the leased premises, or for any damage to any property of Lessee or of any other occupant of any part of the leased premises, irrespective of how such injury or damage may be caused, whether from action of the elements or occupants of adjacent properties. In the event an action, claim or suit is commenced against Lessor as a result of any such personal injury or damage occurring on the leased premises, Lessee agrees to hold Lessor harmless from any liability or responsibility therefor, including attorney's

QUIET ENJOYMENT. If Lessee pays the rents and other amounts herein provided, observes and performs all the covenants, terms and conditions, Lessee shall peaceably and quietly hold and enjoy the premises for the lease term without interruption by Lessor or any other persons claiming by, through or under Lessor, subject, nevertheless, to the terms and conditions of this Lease.

LESSOR:

LESSEE:

By: _____
Printed Name: _____
Title: _____

ACKNOWLEDGMENT

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2013.

My Commission Expires: _____

BENTONVILLE MUNICIPAL AIRPORT
LAND LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this _____ day of _____, _____, between the City of Bentonville, hereinafter referred to as "Lessor," and Cornerstone Aviation LLC, hereinafter jointly referred to as "Lessee."

WHEREAS, the Lessor does intend to lease certain real property consisting of approximately 1415.9 square feet marked and identified as 2501 SW "I" St. Suite #7, and being described as follows:

SUITE #7:

A PART OF THADEN ADDITION, LYING IN THE SOUTHWEST QUARTER (SW¼) OF THE SECTION 6, TOWNSHIP 19 NORTH, RANGE 30 WEST, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NW CORNER OF THE SW¼ OF SAID SECTION 6, THENCE S00°00'00"W 573.96 FEET, THENCE N90°00'00"E 101.93 FEET, THENCE S02°24'24"W 60.25 FEET, THENCE S87°35'36"E 117.96 FEET TO THE POINT OF BEGINNING, THENCE N02°24'24"E 19.96 FEET, THENCE S87°35'36"E 11.75 FEET, THENCE N02°24'24"E 20.33 FEET, THENCE S87°35'36"E 23.50 FEET, THENCE S02°24'24"W 20.33 FEET, THENCE S87°35'36"E 11.75 FEET, THENCE S02°24'24"W 19.96 FEET, THENCE N87°35'36"W 47.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1415.88 SQUARE FEET.

NOW, THEREFORE, the Parties hereto agree as follows:

LEASEHOLD. The Lessor does hereby grant, demise and lease unto Lessee certain premises situated in Benton County, Arkansas, within the boundaries of the Bentonville Municipal Airport, said property being described more particularly as the "footprint" under Building at 2501 SW "I" St. Suite #7 as set out in the attached Exhibit A. A "footprint" is defined as the real property located underneath the building which Lessee proposes to erect or has erected.

TERMS AND CONDITIONS. Lessee agrees to comply with and abide by all terms and conditions set forth in this original Agreement of Lease.

- **TERM** - This lease's initial term is for thirty five (35) years beginning on the _____ day of _____, _____, and ending at Midnight, _____, _____, unless sooner terminated as herein provided. Lessee shall also have three (3) consecutive five (5) year options to renew and extend the Lease. Lessee shall provide Lessor with written notice of Lessee's intent to exercise said option(s) at least six (6) months prior to the expiration of the initial thirty-five (35) year term and each subsequent option period.

LEASE PAYMENT - Lessee shall pay to the City of Bentonville the annual rental based on the square foot of total leased ground space. The rate charged per foot shall be \$0.20 per square foot. Leased ground space totals 1415.9 square feet. Said rental is to be paid in advance in yearly installments on the 1st business day of each year. If the initial calendar year of the lease is less than 12 months the Lessee will pay a pro-rata payment to cover the first partial year at the time of signing this lease. For each subsequent year during the initial term or any renewal Lease Term, the rent shall be increased annually in accordance with changes in the Consumer Price Index (CPI), provided, however, that no single annual increase shall exceed two percent (2%). The Consumer Price Index refers to the Consumer Price Index for all urban consumers (CPI-U), U.S. City Average All Items Index. The parties shall use the current standard CPI-U reference base as published by the Bureau of Labor Statistics using September as the comparison month. Rent for the second year of the Term shall be determined using the CPI-U for September, 2015 as compared to September, 2014. Similarly, rent for each successive year of the Term shall be determined using the CPI-U for the most recent September as compared to the preceding September.

- **TAXES** - Lessee shall pay all ad valorem taxes and assessments upon the leased premises and upon all personal property located upon the leased premises which are assessed during the lease term. Lessee shall have the right to contest by appropriate proceedings the amount or validity of any tax or assessment which Lessee is obligated to pay in accordance with the provisions hereof.
- **ASSIGNMENTS & SUB-LEASES**
This agreement, in whole or any part thereof may not be assigned or transferred by Lessee unless such action receives prior approval by the Airport Advisory Board and the Lessor, which such approval can not be unreasonably withheld. Such assignment releases the original Lessee of its obligations and the new Lessee assumes all obligations of this original agreement in full.

INSURANCE - Lessee shall obtain & maintain property insurance coverage for the repair or replacement of the leasehold and any adjacent improvements. The City of Bentonville will be listed as an additional insured on the policy. The Lessee will provide proof of this insurance upon request and keep the policy in effect during the terms of the lease. Lessee acknowledges that it is the Lessee's sole responsibility to maintain insurance on any personal property if desired.

USE OF THE PREMISES. The development and/or use of any Premises located within the current or future boundaries of the Bentonville Municipal Airport shall be consistent with the most recent Airport Master Plan and Airport Minimum Standards. Lessee agrees that all uses of the premises must be approved by the Airport Advisory Board and shall be predominantly for aviation use. All future structure additions shall be subject to prior approval by Lessor. The structure(s) constructed by Lessee under this Agreement shall be the property of Lessee until the expiration or termination of this lease, at which time it converts to the City of Bentonville. In the event that Lessee uses the property for purposes other than the purposes stated above, then Lessee shall be deemed to be in default of this agreement

UTILITIES. Lessee shall be responsible for utilities to the leasehold. Initial utility service to the leased property will be the responsibility of the lessee and negotiations for terms of utility provision are a matter between the lessee and each individual service provider including the City. In no case will City Utilities service be denied to an approved installation. Lessee shall pay all initial tie-in costs and all monthly ongoing fees for such utilities. Utilities required by the Lessee that are not owned/managed by the City must be coordinated by the Lessee and utility supplier directly.

REPAIRS, MAINTENANCE AND APPEARANCE.

- (a) Lessee shall at all times during the term of this Lease Agreement, at Lessee's expense, keep and maintain in good repair and safe condition the leased premises and it's equipment and appurtenances, both inside and outside, structural and non-structural, extraordinary and ordinary, whether or not necessitated by wear, tear, obsolescence or defects, latent or otherwise. When used herein, the term "repairs" shall include all necessary replacements, renewals, alterations, additions and betterment's. Lessee will at all times keep the leasehold free and clean of all trash, refuse and any unsightly conditions or fire hazards.
- (b) The necessity for and adequacy of repairs to the leased premises, pursuant to subparagraph (a) hereof, shall be measured by the standard which is appropriate for improvements of similar construction and also shall meet the requirements and standards set out and promulgated by the City of Bentonville through its Airport Advisory Board or other governmental agency or entity pursuant to the primary lease referred to above.
- (c) Lessee agrees to reimburse Lessor for all sums and expenses incurred in the repairs or maintenance required or caused to be made pursuant to the regulations and rules of the governing authority mentioned in subparagraph (b) above as a result of failure by Lessee to maintain or repair the demised premises as required.

ALTERATIONS AND IMPROVEMENTS. Lessee shall be entitled to make alterations, additions and improvements to the property necessary and desirable for the operation of the premises. Lessee shall not be entitled to make any significant or material alterations, additions or changes to the exterior of the leased premises without Lessor's prior written consent. Lessee acknowledges and agrees that all such alterations, additions and improvements, shall become the property of the City of Bentonville, Arkansas, upon the termination of the lease

agreement.

WAIVER. The waiving of any one or more breaches of the terms or provisions contained herein by the Lessor or Bentonville Airport Advisory Board shall not be deemed a waiver of any other breaches of the terms of provisions.

TIME OF THE ESSENCE. It is understood that time is of the essence of this Lease Agreement.

DEFAULT. In the event the Lessee defaults under the terms of the agreement, this lease may be terminated by the Bentonville City Council at a regular meeting pursuant to the following:

(a) Lessor shall give written notice by certified mail, return receipt requested, of default simultaneously to Lessee as well as any assignee, any mortgagee or beneficiary of Lessee's leasehold interest in the leased premises and improvements thereon who are known to the Lessor.

(b) No default shall be deemed to exist unless Lessee fails to cure said default within thirty (30) days after receipt of written notice thereof, provided, however, that if Lessee fails to cure same within said thirty (30) days, the mortgagee or beneficiary of Lessee's said leasehold interest shall have an additional twenty (20) days after the end of said thirty (30) days period within which to cure same. As to any curing of a default (other than payment of rent) which would reasonably require a greater period of time for curing than is provided for above, if the lessee shall, within the time stipulated, commence such curing and diligently pursue same, then, the above time period shall be extended to allow Lessee reasonable opportunity to do so.

(c) Lessee shall have the right to contest, in good faith, the existence of any default alleged to have occurred or alleged to exist, and in the event Lessee so elects, the time period for curing any such alleged default shall be extended until thirty (30) days after a final judgment has been entered in a court having jurisdiction over such contest.

(d) Following the period for curing or contesting a default provided above, the City Council may give written notice by certified mail, return receipt requested, of Lessor's exercise of its right to declare this lease forfeited, terminated, null and void. Upon such notice, Lessee agrees to vacate the premises immediately and to forfeit any and all claims, rights, and property interest in this lease agreement or the improvements mentioned herein. Should it become necessary for Lessor to resort to judicial process to enforce the terms of this agreement, or reclaim possession of the premises, Lessee agrees to pay a reasonable attorney's fee.

TERMINATION OF USE. In the event that the Bentonville Airport facility and property are no longer used for aviation purposes, the City of Bentonville or its assign shall purchase the remaining leasehold interest from Lessee at fair market value.

REVERSION. At the conclusion of the initial lease term all improvements shall become the property of the City of Bentonville. The Lessee shall cooperate in conveying clear title of the improvements to the City. Subsequent lease options will be at the fair market value for the ground and improvements. At the end of the lease options, or earlier if options are not exercised, the property will be leased via competitive leasing bids.

MORTGAGING OF LEASEHOLD. Lessee is hereby given the absolute right without the Lessor's consent to mortgage its interest in the leased premises, provided that no such mortgage shall extend to or affect the fee, the reversionary interest, or the estate of Lessor in and to the land and building (hangar facility complex) erected thereon.

GOVERNMENTAL REQUIREMENTS GENERALLY. Lessee shall comply with all governmental requirements applicable to Lessee's use and operation of the leased premises.

INDEMNITY. Lessor shall not be liable for any personal injury to the Lessee or to its officers, agents, employees, invitees, licensees or to any other occupant of any part of the leased premises, or for any damage to any property of Lessee or of any other occupant of any part of the leased premises, irrespective of how such injury or damage may be caused, whether from action of the elements or occupants of adjacent properties. In the event an action, claim or suit is commenced against Lessor as a result of any such personal injury or damage occurring on the leased premises, Lessee agrees to hold Lessor harmless from any liability or responsibility therefor, including attorney's

BENTONVILLE MUNICIPAL AIRPORT
LAND LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this _____ day of _____, _____, between the City of Bentonville, hereinafter referred to as "Lessor," and Brian Baldwin, hereinafter jointly referred to as "Lessee."

WHEREAS, the Lessor does intend to lease certain real property consisting of approximately 2533.0 square feet marked and identified as 2501 SW "I" St. Suite #9 and being described as follows:

SUITE #9:

A PART OF THADEN ADDITION, LYING IN THE SOUTH-WEST QUARTER (SW $\frac{1}{4}$) OF THE SECTION 6, TOWNSHIP 19 NORTH, RANGE 30 WEST, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NW CORNER OF THE SW $\frac{1}{4}$ OF SAID SECTION 6, THENCE S00°00'00"W 573.96 FEET, THENCE N90°00'00"E 101.93 FEET, THENCE S87°35'36"E 141.46 FEET TO THE POINT OF BEGINNING, THENCE S87°35'36"E 53.79 FEET, THENCE S02°24'24"W 60.25 FEET, THENCE N87°35'36"W 30.29 FEET, THENCE N02°24'24"E 19.96 FEET, THENCE N87°35'36"W 11.75 FEET, THENCE N02°24'24"E 20.33 FEET, THENCE N87°35'36"W 11.75 FEET, THENCE N02°24'24"E 19.96 FEET TO THE POINT OF BEGINNING, CONTAINING 2533.00 SQUARE FEET.

NOW, THEREFORE, the Parties hereto agree as follows:

LEASEHOLD. The Lessor does hereby grant, demise and lease unto Lessee certain premises situated in Benton County, Arkansas, within the boundaries of the Bentonville Municipal Airport, said property being described more particularly as the "footprint" under Building at 2501 SW "I" Street, Suite #9 as set out in the attached Exhibit A. A "footprint" is defined as the real property located underneath the building which Lessee proposes to erect or has erected.

TERMS AND CONDITIONS. Lessee agrees to comply with and abide by all terms and conditions set forth in this original Agreement of Lease.

- **TERM** - This lease's initial term is for thirty five (35) years beginning on the _____ day of _____, _____, and ending at Midnight, _____, _____, unless sooner terminated as herein provided. Lessee shall also have three (3) consecutive five (5) year options to renew and extend the Lease. Lessee shall provide Lessor with written notice of Lessee's intent to exercise said option(s) at least six (6) months prior to the expiration of the initial thirty-five (35) year term and each subsequent option period.

LEASE PAYMENT - Lessee shall pay to the City of Bentonville the annual rental based on the square foot of total leased ground space. The rate charged per foot shall be \$ 0.20 per square foot. Leased ground space totals 2533.0 square feet. Said rental is to be paid in advance in yearly installments on the 1st business day of each year. If the initial calendar year of the lease is less than 12 months the Lessee will pay a pro-rata payment to cover the first partial year at the time of signing this lease. For each subsequent year during the initial term or any renewal Lease Term, the rent shall be increased annually in accordance with changes in the Consumer Price Index (CPI), provided, however, that no single annual increase shall exceed two percent (2%). The Consumer Price Index refers to the Consumer Price Index for all urban consumers (CPI-U), U.S. City Average All Items Index. The parties shall use the current standard CPI-U reference base as published by the Bureau of Labor Statistics using September as the comparison month. Rent for the second year of the Term shall be determined using the CPI-U for September, 2015 as compared to September, 2014. Similarly, rent for each successive year of the Term shall be determined using the CPI-U for the most recent September as compared to the preceding September.

- **TAXES** - Lessee shall pay all ad valorem taxes and assessments upon the leased premises and upon all personal property located upon the leased premises which are assessed during the lease term. Lessee shall

have the right to contest by appropriate proceedings the amount or validity of any tax or assessment which Lessee is obligated to pay in accordance with the provisions hereof.

• **ASSIGNMENTS & SUB-LEASES**

This agreement, in whole or any part thereof may not be assigned or transferred by Lessee unless such action receives prior approval by the Airport Advisory Board and the Lessor, which such approval can not be unreasonably withheld. Such assignment releases the original Lessee of its obligations and the new Lessee assumes all obligations of this original agreement in full.

INSURANCE - Lessee shall obtain & maintain property insurance coverage for the repair or replacement of the leasehold and any adjacent improvements. The City of Bentonville will be listed as an additional insured on the policy. The Lessee will provide proof of this insurance upon request and keep the policy in effect during the terms of the lease. Lessee acknowledges that it is the Lessee's sole responsibility to maintain insurance on any personal property if desired.

USE OF THE PREMISES. The development and/or use of any Premises located within the current or future boundaries of the Bentonville Municipal Airport shall be consistent with the most recent Airport Master Plan and Airport Minimum Standards. Lessee agrees that all uses of the premises must be approved by the Airport Advisory Board and shall be predominantly for aviation use. All future structure additions shall be subject to prior approval by Lessor. The structure(s) constructed by Lessee under this Agreement shall be the property of Lessee until the expiration or termination of this lease, at which time it converts to the City of Bentonville. In the event that Lessee uses the property for purposes other than the purposes stated above, then Lessee shall be deemed to be in default of this agreement

UTILITIES. Lessee shall be responsible for utilities to the leasehold. Initial utility service to the leased property will be the responsibility of the lessee and negotiations for terms of utility provision are a matter between the lessee and each individual service provider including the City. In no case will City Utilities service be denied to an approved installation. Lessee shall pay all initial tie-in costs and all monthly ongoing fees for such utilities. Utilities required by the Lessee that are not owned/managed by the City must be coordinated by the Lessee and utility supplier directly.

REPAIRS, MAINTENANCE AND APPEARANCE.

(a) Lessee shall at all times during the term of this Lease Agreement, at Lessee's expense, keep and maintain in good repair and safe condition the leased premises and its equipment and appurtenances, both inside and outside, structural and non-structural, extraordinary and ordinary, whether or not necessitated by wear, tear, obsolescence or defects, latent or otherwise. When used herein, the term "repairs" shall include all necessary replacements, renewals, alterations, additions and betterment's. Lessee will at all times keep the leasehold free and clean of all trash, refuse and any unsightly conditions or fire hazards.

(b) The necessity for and adequacy of repairs to the leased premises, pursuant to subparagraph (a) hereof, shall be measured by the standard which is appropriate for improvements of similar construction and also shall meet the requirements and standards set out and promulgated by the City of Bentonville through its Airport Advisory Board or other governmental agency or entity pursuant to the primary lease referred to above.

(c) Lessee agrees to reimburse Lessor for all sums and expenses incurred in the repairs or maintenance required or caused to be made pursuant to the regulations and rules of the governing authority mentioned in subparagraph (b) above as a result of failure by Lessee to maintain or repair the demised premises as required.

ALTERATIONS AND IMPROVEMENTS. Lessee shall be entitled to make alterations, additions and improvements to the property necessary and desirable for the operation of the premises. Lessee shall not be entitled to make any significant or material alterations, additions or changes to the exterior of the leased premises without Lessor's prior written consent. Lessee acknowledges and agrees that all such alterations, additions and improvements, shall become the property of the City of Bentonville, Arkansas, upon the termination of the lease agreement.

WAIVER. The waiving of any one or more breaches of the terms or provisions contained herein by the Lessor or

Bentonville Airport Advisory Board shall not be deemed a waiver of any other breaches of the terms of provisions.

TIME OF THE ESSENCE. It is understood that time is of the essence of this Lease Agreement.

DEFAULT. In the event the Lessee defaults under the terms of the agreement, this lease may be terminated by the Bentonville City Council at a regular meeting pursuant to the following:

(a) Lessor shall give written notice by certified mail, return receipt requested, of default simultaneously to Lessee as well as any assignee, any mortgagee or beneficiary of Lessee's leasehold interest in the leased premises and improvements thereon who are known to the Lessor.

(b) No default shall be deemed to exist unless Lessee fails to cure said default within thirty (30) days after receipt of written notice thereof, provided, however, that if Lessee fails to cure same within said thirty (30) days, the mortgagee or beneficiary of Lessee's said leasehold interest shall have an additional twenty (20) days after the end of said thirty (30) days period within which to cure same. As to any curing of a default (other than payment of rent) which would reasonably require a greater period of time for curing than is provided for above, if the lessee shall, within the time stipulated, commence such curing and diligently pursue same, then, the above time period shall be extended to allow Lessee reasonable opportunity to do so.

(c) Lessee shall have the right to contest, in good faith, the existence of any default alleged to have occurred or alleged to exist, and in the event Lessee so elects, the time period for curing any such alleged default shall be extended until thirty (30) days after a final judgment has been entered in a court having jurisdiction over such contest.

(d) Following the period for curing or contesting a default provided above, the City Council may give written notice by certified mail, return receipt requested, of Lessor's exercise of its right to declare this lease forfeited, terminated, null and void. Upon such notice, Lessee agrees to vacate the premises immediately and to forfeit any and all claims, rights, and property interest in this lease agreement or the improvements mentioned herein. Should it become necessary for Lessor to resort to judicial process to enforce the terms of this agreement, or reclaim possession of the premises, Lessee agrees to pay a reasonable attorney's fee.

TERMINATION OF USE. In the event that the Bentonville Airport facility and property are no longer used for aviation purposes, the City of Bentonville or its assign shall purchase the remaining leasehold interest from Lessee at fair market value.

REVERSION. At the conclusion of the lease term all improvements shall become the property of the City of Bentonville. The Lessee shall cooperate in conveying clear title of the improvements to the City.

MORTGAGING OF LEASEHOLD. Lessee is hereby given the absolute right without the Lessor's consent to mortgage its interest in the leased premises, provided that no such mortgage shall extend to or affect the fee, the reversionary interest, or the estate of Lessor in and to the land and building (hangar facility complex) erected thereon.

GOVERNMENTAL REQUIREMENTS GENERALLY. Lessee shall comply with all governmental requirements applicable to Lessee's use and operation of the leased premises.

INDEMNITY. Lessor shall not be liable for any personal injury to the Lessee or to its officers, agents, employees, invitees, licensees or to any other occupant of any part of the leased premises, or for any damage to any property of Lessee or of any other occupant of any part of the leased premises, irrespective of how such injury or damage may be caused, whether from action of the elements or occupants of adjacent properties. In the event an action, claim or suit is commenced against Lessor as a result of any such personal injury or damage occurring on the leased premises, Lessee agrees to hold Lessor harmless from any liability or responsibility therefor, including attorney's fees or costs of the action.

QUIET ENJOYMENT. If Lessee pays the rents and other amounts herein provided, observes and performs all the covenants, terms and conditions, Lessee shall peaceably and quietly hold and enjoy the premises for the lease term without interruption by Lessor or any other persons claiming by, through or under Lessor, subject, nevertheless, to

FRONT FOOT FEES. Whereas the Lessee has invested in improvements necessary for this hangar and future projects may benefit from such improvements; The leaseholder may receive reimbursement for up to 50% of initial investment from future benefactors on a prorated basis for benefits received. The reimbursement shall be limited to a time period of five (5) years from the date of this lease and shall be based on the initial investment as follows:

GRAMMATICAL USAGE. Whenever used herein: The singular number shall include the plural, the plural the singular, and any gender all genders in any place in which the context so requires.

By: _____
Printed Name: _____
Title: _____

BENTONVILLE MUNICIPAL AIRPORT
LAND LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this _____ day of _____, _____, between the City of Bentonville, hereinafter referred to as "Lessor," and Dale & Angie Bailey, hereinafter jointly referred to as "Lessee."

WHEREAS, the Lessor does intend to lease certain real property consisting of approximately 1415.9 square feet marked and identified as 2501 SW "I" St. Suite #11, and being described as follows:

SUITE #11:

A PART OF THADEN ADDITION, LYING IN THE SOUTH-WEST QUARTER (SW $\frac{1}{4}$) OF THE SECTION 6, TOWNSHIP 19 NORTH, RANGE 30 WEST, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NW CORNER OF THE SW $\frac{1}{4}$ OF SAID SECTION 6, THENCE S00°00'00"W 573.96 FEET, THENCE N90°00'00"E 101.93 FEET, THENCE S87°35'36"E 94.46 FEET TO THE POINT OF BEGINNING, THENCE S87°35'36"E 47.00 FEET, THENCE S02°24'24"W 19.96 FEET, THENCE N87°35'36"W 11.75 FEET, THENCE S02°24'24"W 20.33 FEET, THENCE N87°35'36"W 23.50 FEET, THENCE N02°24'24"E 20.33 FEET, THENCE N87°35'36"W 11.75 FEET, THENCE N02°24'24"E 19.96 FEET TO THE POINT OF BEGINNING, CONTAINING 1415.88 SQUARE FEET.

NOW, THEREFORE, the Parties hereto agree as follows:

LEASEHOLD. The Lessor does hereby grant, demise and lease unto Lessee certain premises situated in Benton County, Arkansas, within the boundaries of the Bentonville Municipal Airport, said property being described more particularly as the "footprint" under Building at 2501 SW "I" St. Suite #11 as set out in the attached Exhibit A. A "footprint" is defined as the real property located underneath the building which Lessee proposes to erect or has erected.

TERMS AND CONDITIONS. Lessee agrees to comply with and abide by all terms and conditions set forth in this original Agreement of Lease.

- **TERM** - This lease's initial term is for thirty five (35) years beginning on the _____ day of _____, _____, and ending at Midnight, _____, _____, unless sooner terminated as herein provided. Lessee shall also have three (3) consecutive five (5) year options to renew and extend the Lease. Lessee shall provide Lessor with written notice of Lessee's intent to exercise said option(s) at least six (6) months prior to the expiration of the initial thirty-five (35) year term and each subsequent option period.

LEASE PAYMENT - Lessee shall pay to the City of Bentonville the annual rental based on the square foot of total leased ground space. The rate charged per foot shall be \$0.20 per square foot. Leased ground space totals 1415.9 square feet. Said rental is to be paid in advance in yearly installments on the 1st business day of each year. If the initial calendar year of the lease is less than 12 months the Lessee will pay a pro-rata payment to cover the first partial year at the time of signing this lease. For each subsequent year during the initial term or any renewal Lease Term, the rent shall be increased annually in accordance with changes in the Consumer Price Index (CPI), provided, however, that no single annual increase shall exceed two percent (2%). The Consumer Price Index refers to the Consumer Price Index for all urban consumers (CPI-U), U.S. City Average All Items Index. The parties shall use the current standard CPI-U reference base as published by the Bureau of Labor Statistics using September as the comparison month. Rent for the second year of the Term shall be determined using the CPI-U for September, 2015 as compared to September, 2014. Similarly, rent for each successive year of the Term shall be determined using the CPI-U for the most recent September as compared to the preceding September.

- **TAXES** - Lessee shall pay all ad valorem taxes and assessments upon the leased premises and upon all personal property located upon the leased premises which are assessed during the lease term. Lessee shall have the right to contest by appropriate proceedings the amount or validity of any tax or assessment which Lessee is obligated to pay in accordance with the provisions hereof.

- **ASSIGNMENTS & SUB-LEASES**

This agreement, in whole or any part thereof may not be assigned or transferred by Lessee unless such action receives prior approval by the Airport Advisory Board and the Lessor, which such approval can not be unreasonably withheld. Such assignment releases the original Lessee of its obligations and the new Lessee assumes all obligations of this original agreement in full.

INSURANCE - Lessee shall obtain & maintain property insurance coverage for the repair or replacement of the leasehold and any adjacent improvements. The City of Bentonville will be listed as an additional insured on the policy. The Lessee will provide proof of this insurance upon request and keep the policy in effect during the terms of the lease. Lessee acknowledges that it is the Lessee's sole responsibility to maintain insurance on any personal property if desired.

USE OF THE PREMISES. The development and/or use of any Premises located within the current or future boundaries of the Bentonville Municipal Airport shall be consistent with the most recent Airport Master Plan and Airport Minimum Standards. Lessee agrees that all uses of the premises must be approved by the Airport Advisory Board and shall be predominantly for aviation use. All future structure additions shall be subject to prior approval by Lessor. The structure(s) constructed by Lessee under this Agreement shall be the property of Lessee until the expiration or termination of this lease, at which time it converts to the City of Bentonville. In the event that Lessee uses the property for purposes other than the purposes stated above, then Lessee shall be deemed to be in default of this agreement

UTILITIES. Lessee shall be responsible for utilities to the leasehold. Initial utility service to the leased property will be the responsibility of the lessee and negotiations for terms of utility provision are a matter between the lessee and each individual service provider including the City. In no case will City Utilities service be denied to an approved installation. Lessee shall pay all initial tie-in costs and all monthly ongoing fees for such utilities. Utilities required by the Lessee that are not owned/managed by the City must be coordinated by the Lessee and utility supplier directly.

REPAIRS, MAINTENANCE AND APPEARANCE.

(a) Lessee shall at all times during the term of this Lease Agreement, at Lessee's expense, keep and maintain in good repair and safe condition the leased premises and it's equipment and appurtenances, both inside and outside, structural and non-structural, extraordinary and ordinary, whether or not necessitated by wear, tear, obsolescence or defects, latent or otherwise. When used herein, the term "repairs" shall include all necessary replacements, renewals, alterations, additions and betterment's. Lessee will at all times keep the leasehold free and clean of all trash, refuse and any unsightly conditions or fire hazards.

(b) The necessity for and adequacy of repairs to the leased premises, pursuant to subparagraph (a) hereof, shall be measured by the standard which is appropriate for improvements of similar construction and also shall meet the requirements and standards set out and promulgated by the City of Bentonville through its Airport Advisory Board or other governmental agency or entity pursuant to the primary lease referred to above.

(c) Lessee agrees to reimburse Lessor for all sums and expenses incurred in the repairs or maintenance required or caused to be made pursuant to the regulations and rules of the governing authority mentioned in subparagraph (b) above as a result of failure by Lessee to maintain or repair the demised premises as required.

ALTERATIONS AND IMPROVEMENTS. Lessee shall be entitled to make alterations, additions and improvements to the property necessary and desirable for the operation of the premises. Lessee shall not be entitled to make any significant or material alterations, additions or changes to the exterior of the leased premises without Lessor's prior written consent. Lessee acknowledges and agrees that all such alterations, additions and improvements, shall become the property of the City of Bentonville, Arkansas, upon the termination of the lease

agreement.

WAIVER. The waiving of any one or more breaches of the terms or provisions contained herein by the Lessor or Bentonville Airport Advisory Board shall not be deemed a waiver of any other breaches of the terms of provisions.

TIME OF THE ESSENCE. It is understood that time is of the essence of this Lease Agreement.

DEFAULT. In the event the Lessee defaults under the terms of the agreement, this lease may be terminated by the Bentonville City Council at a regular meeting pursuant to the following:

(a) Lessor shall give written notice by certified mail, return receipt requested, of default simultaneously to Lessee as well as any assignee, any mortgagee or beneficiary of Lessee's leasehold interest in the leased premises and improvements thereon who are known to the Lessor.

(b) No default shall be deemed to exist unless Lessee fails to cure said default within thirty (30) days after receipt of written notice thereof, provided, however, that if Lessee fails to cure same within said thirty (30) days, the mortgagee or beneficiary of Lessee's said leasehold interest shall have an additional twenty (20) days after the end of said thirty (30) days period within which to cure same. As to any curing of a default (other than payment of rent) which would reasonably require a greater period of time for curing than is provided for above, if the lessee shall, within the time stipulated, commence such curing and diligently pursue same, then, the above time period shall be extended to allow Lessee reasonable opportunity to do so.

(c) Lessee shall have the right to contest, in good faith, the existence of any default alleged to have occurred or alleged to exist, and in the event Lessee so elects, the time period for curing any such alleged default shall be extended until thirty (30) days after a final judgment has been entered in a court having jurisdiction over such contest.

(d) Following the period for curing or contesting a default provided above, the City Council may give written notice by certified mail, return receipt requested, of Lessor's exercise of its right to declare this lease forfeited, terminated, null and void. Upon such notice, Lessee agrees to vacate the premises immediately and to forfeit any and all claims, rights, and property interest in this lease agreement or the improvements mentioned herein. Should it become necessary for Lessor to resort to judicial process to enforce the terms of this agreement, or reclaim possession of the premises, Lessee agrees to pay a reasonable attorney's fee.

TERMINATION OF USE. In the event that the Bentonville Airport facility and property are no longer used for aviation purposes, the City of Bentonville or its assign shall purchase the remaining leasehold interest from Lessee at fair market value.

REVERSION. At the conclusion of the lease term all improvements shall become the property of the City of Bentonville. The Lessee shall cooperate in conveying clear title of the improvements to the City.

MORTGAGING OF LEASEHOLD. Lessee is hereby given the absolute right without the Lessor's consent to mortgage its interest in the leased premises, provided that no such mortgage shall extend to or affect the fee, the reversionary interest, or the estate of Lessor in and to the land and building (hangar facility complex) erected thereon.

GOVERNMENTAL REQUIREMENTS GENERALLY. Lessee shall comply with all governmental requirements applicable to Lessee's use and operation of the leased premises.

INDEMNITY. Lessor shall not be liable for any personal injury to the Lessee or to its officers, agents, employees, invitees, licensees or to any other occupant of any part of the leased premises, or for any damage to any property of Lessee or of any other occupant of any part of the leased premises, irrespective of how such injury or damage may be caused, whether from action of the elements or occupants of adjacent properties. In the event an action, claim or suit is commenced against Lessor as a result of any such personal injury or damage occurring on the leased premises, Lessee agrees to hold Lessor harmless from any liability or responsibility therefor, including attorney's fees or costs of the action.

BENTONVILLE MUNICIPAL AIRPORT
LAND LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this _____ day of _____, _____, between the City of Bentonville, hereinafter referred to as "Lessor," and Cornerstone Aviation LLC, hereinafter jointly referred to as "Lessee."

WHEREAS, the Lessor does intend to lease certain real property consisting of approximately 1415.9 square feet marked and identified as 2501 SW "I" St. Suite #13, and being described as follows:

SUITE #13:

A PART OF THADEN ADDITION, LYING IN THE SOUTH-WEST QUARTER (SW $\frac{1}{4}$) OF THE SECTION 6, TOWNSHIP 19 NORTH, RANGE 30 WEST, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NW CORNER OF THE SW $\frac{1}{4}$ OF SAID SECTION 6, THENCE S00°00'00"W 573.96 FEET, THENCE N90°00'00"E 101.93 FEET, THENCE S87°35'36"E 47.46 FEET TO THE POINT OF BEGINNING, THENCE S87°35'36"E 47.00 FEET, THENCE S02°24'24"W 19.96 FEET, THENCE N87°35'36"W 11.75 FEET, THENCE S02°24'24"W 20.33 FEET, THENCE N87°35'36"W 23.50 FEET, THENCE N02°24'24"E 20.33 FEET, THENCE N87°35'36"W 11.75 FEET, THENCE N02°24'24"E 19.96 FEET TO THE POINT OF BEGINNING, CONTAINING 1415.88 SQUARE FEET.

NOW, THEREFORE, the Parties hereto agree as follows:

LEASEHOLD. The Lessor does hereby grant, demise and lease unto Lessee certain premises situated in Benton County, Arkansas, within the boundaries of the Bentonville Municipal Airport, said property being described more particularly as the "footprint" under Building at 2501 SW "I" St. Suite #13 as set out in the attached Exhibit A. A "footprint" is defined as the real property located underneath the building which Lessee proposes to erect or has erected.

TERMS AND CONDITIONS. Lessee agrees to comply with and abide by all terms and conditions set forth in this original Agreement of Lease.

- **TERM** - This lease's initial term is for thirty five (35) years beginning on the _____ day of _____, _____, and ending at Midnight, _____, _____, unless sooner terminated as herein provided. Lessee shall also have three (3) consecutive five (5) year options to renew and extend the Lease. Lessee shall provide Lessor with written notice of Lessee's intent to exercise said option(s) at least six (6) months prior to the expiration of the initial thirty-five (35) year term and each subsequent option period.

LEASE PAYMENT - Lessee shall pay to the City of Bentonville the annual rental based on the square foot of total leased ground space. The rate charged per foot shall be \$0.20 per square foot. Leased ground space totals 1415.9 square feet. Said rental is to be paid in advance in yearly installments on the 1st business day of each year. If the initial calendar year of the lease is less than 12 months the Lessee will pay a pro-rata payment to cover the first partial year at the time of signing this lease. For each subsequent year during the initial term or any renewal Lease Term, the rent shall be increased annually in accordance with changes in the Consumer Price Index (CPI), provided, however, that no single annual increase shall exceed two percent (2%). The Consumer Price Index refers to the Consumer Price Index for all urban consumers (CPI-U), U.S. City Average All Items Index. The parties shall use the current standard CPI-U reference base as published by the Bureau of Labor Statistics using September as the comparison month. Rent for the second year of the Term shall be determined using the CPI-U for September, 2015 as compared to September, 2014. Similarly, rent for each successive year of the Term shall be determined using the CPI-U for the most recent September as compared to the preceding September.

- **TAXES** - Lessee shall pay all ad valorem taxes and assessments upon the leased premises and upon all personal property located upon the leased premises which are assessed during the lease term. Lessee shall have the right to contest by appropriate proceedings the amount or validity of any tax or assessment which Lessee is obligated to pay in accordance with the provisions hereof.

- **ASSIGNMENTS & SUB-LEASES**

This agreement, in whole or any part thereof may not be assigned or transferred by Lessee unless such action receives prior approval by the Airport Advisory Board and the Lessor, which such approval can not be unreasonably withheld. Such assignment releases the original Lessee of its obligations and the new Lessee assumes all obligations of this original agreement in full.

INSURANCE - Lessee shall obtain & maintain property insurance coverage for the repair or replacement of the leasehold and any adjacent improvements. The City of Bentonville will be listed as an additional insured on the policy. The Lessee will provide proof of this insurance upon request and keep the policy in effect during the terms of the lease. Lessee acknowledges that it is the Lessee's sole responsibility to maintain insurance on any personal property if desired.

USE OF THE PREMISES. The development and/or use of any Premises located within the current or future boundaries of the Bentonville Municipal Airport shall be consistent with the most recent Airport Master Plan and Airport Minimum Standards. Lessee agrees that all uses of the premises must be approved by the Airport Advisory Board and shall be predominantly for aviation use. All future structure additions shall be subject to prior approval by Lessor. The structure(s) constructed by Lessee under this Agreement shall be the property of Lessee until the expiration or termination of this lease, at which time it converts to the City of Bentonville. In the event that Lessee uses the property for purposes other than the purposes stated above, then Lessee shall be deemed to be in default of this agreement

UTILITIES. Lessee shall be responsible for utilities to the leasehold. Initial utility service to the leased property will be the responsibility of the lessee and negotiations for terms of utility provision are a matter between the lessee and each individual service provider including the City. In no case will City Utilities service be denied to an approved installation. Lessee shall pay all initial tie-in costs and all monthly ongoing fees for such utilities. Utilities required by the Lessee that are not owned/managed by the City must be coordinated by the Lessee and utility supplier directly.

REPAIRS, MAINTENANCE AND APPEARANCE.

(a) Lessee shall at all times during the term of this Lease Agreement, at Lessee's expense, keep and maintain in good repair and safe condition the leased premises and it's equipment and appurtenances, both inside and outside, structural and non-structural, extraordinary and ordinary, whether or not necessitated by wear, tear, obsolescence or defects, latent or otherwise. When used herein, the term "repairs" shall include all necessary replacements, renewals, alterations, additions and betterment's. Lessee will at all times keep the leasehold free and clean of all trash, refuse and any unsightly conditions or fire hazards.

(b) The necessity for and adequacy of repairs to the leased premises, pursuant to subparagraph (a) hereof, shall be measured by the standard which is appropriate for improvements of similar construction and also shall meet the requirements and standards set out and promulgated by the City of Bentonville through its Airport Advisory Board or other governmental agency or entity pursuant to the primary lease referred to above.

(c) Lessee agrees to reimburse Lessor for all sums and expenses incurred in the repairs or maintenance required or caused to be made pursuant to the regulations and rules of the governing authority mentioned in subparagraph (b) above as a result of failure by Lessee to maintain or repair the demised premises as required.

ALTERATIONS AND IMPROVEMENTS. Lessee shall be entitled to make alterations, additions and improvements to the property necessary and desirable for the operation of the premises. Lessee shall not be entitled to make any significant or material alterations, additions or changes to the exterior of the leased premises without Lessor's prior written consent. Lessee acknowledges and agrees that all such alterations, additions and improvements, shall become the property of the City of Bentonville, Arkansas, upon the termination of the lease

agreement.

WAIVER. The waiving of any one or more breaches of the terms or provisions contained herein by the Lessor or Bentonville Airport Advisory Board shall not be deemed a waiver of any other breaches of the terms of provisions.

TIME OF THE ESSENCE. It is understood that time is of the essence of this Lease Agreement.

DEFAULT. In the event the Lessee defaults under the terms of the agreement, this lease may be terminated by the Bentonville City Council at a regular meeting pursuant to the following:

(a) Lessor shall give written notice by certified mail, return receipt requested, of default simultaneously to Lessee as well as any assignee, any mortgagee or beneficiary of Lessee's leasehold interest in the leased premises and improvements thereon who are known to the Lessor.

(b) No default shall be deemed to exist unless Lessee fails to cure said default within thirty (30) days after receipt of written notice thereof, provided, however, that if Lessee fails to cure same within said thirty (30) days, the mortgagee or beneficiary of Lessee's said leasehold interest shall have an additional twenty (20) days after the end of said thirty (30) days period within which to cure same. As to any curing of a default (other than payment of rent) which would reasonably require a greater period of time for curing than is provided for above, if the lessee shall, within the time stipulated, commence such curing and diligently pursue same, then, the above time period shall be extended to allow Lessee reasonable opportunity to do so.

(c) Lessee shall have the right to contest, in good faith, the existence of any default alleged to have occurred or alleged to exist, and in the event Lessee so elects, the time period for curing any such alleged default shall be extended until thirty (30) days after a final judgment has been entered in a court having jurisdiction over such contest.

(d) Following the period for curing or contesting a default provided above, the City Council may give written notice by certified mail, return receipt requested, of Lessor's exercise of its right to declare this lease forfeited, terminated, null and void. Upon such notice, Lessee agrees to vacate the premises immediately and to forfeit any and all claims, rights, and property interest in this lease agreement or the improvements mentioned herein. Should it become necessary for Lessor to resort to judicial process to enforce the terms of this agreement, or reclaim possession of the premises, Lessee agrees to pay a reasonable attorney's fee.

TERMINATION OF USE. In the event that the Bentonville Airport facility and property are no longer used for aviation purposes, the City of Bentonville or its assign shall purchase the remaining leasehold interest from Lessee at fair market value.

REVERSION. At the conclusion of the initial lease term all improvements shall become the property of the City of Bentonville. The Lessee shall cooperate in conveying clear title of the improvements to the City. Subsequent lease options will be at the fair market value for the ground and improvements. At the end of the lease options, or earlier if options are not exercised, the property will be leased via competitive leasing bids.

MORTGAGING OF LEASEHOLD. Lessee is hereby given the absolute right without the Lessor's consent to mortgage its interest in the leased premises, provided that no such mortgage shall extend to or affect the fee, the reversionary interest, or the estate of Lessor in and to the land and building (hangar facility complex) erected thereon.

GOVERNMENTAL REQUIREMENTS GENERALLY. Lessee shall comply with all governmental requirements applicable to Lessee's use and operation of the leased premises.

INDEMNITY. Lessor shall not be liable for any personal injury to the Lessee or to its officers, agents, employees, invitees, licensees or to any other occupant of any part of the leased premises, or for any damage to any property of Lessee or of any other occupant of any part of the leased premises, irrespective of how such injury or damage may be caused, whether from action of the elements or occupants of adjacent properties. In the event an action, claim or suit is commenced against Lessor as a result of any such personal injury or damage occurring on the leased premises, Lessee agrees to hold Lessor harmless from any liability or responsibility therefor, including attorney's

BENTONVILLE MUNICIPAL AIRPORT
LAND LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this _____ day of _____, _____, between the City of Bentonville, hereinafter referred to as "Lessor," and Newhouse Properties LLC, hereinafter jointly referred to as "Lessee."

WHEREAS, the Lessor does intend to lease certain real property consisting of approximately 1425.0 square feet marked and identified as 2501 SW "I" St. Suite #15 and being described as follows:

SUITE #15:

A PART OF THADEN ADDITION, LYING IN THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF THE SECTION 6, TOWNSHIP 19 NORTH, RANGE 30 WEST, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NW CORNER OF THE SW $\frac{1}{4}$ OF SAID SECTION 6, THENCE S00°00'00"W 573.96 FEET, THENCE N90°00'00"E 101.93 FEET TO THE POINT OF BEGINNING, THENCE S87°35'36"E 47.46 FEET, THENCE S02°24'24"W 19.96 FEET, THENCE N87°35'36"W 11.75 FEET, THENCE S02°24'24"W 20.33 FEET, THENCE N87°35'36"W 23.50 FEET, THENCE N02°24'24"E 20.33 FEET, THENCE N87°35'36"W 12.21 FEET, THENCE N02°24'24"E 19.96 FEET TO THE POINT OF BEGINNING, CONTAINING 1425.02 SQUARE FEET.

NOW, THEREFORE, the Parties hereto agree as follows:

LEASEHOLD. The Lessor does hereby grant, demise and lease unto Lessee certain premises situated in Benton County, Arkansas, within the boundaries of the Bentonville Municipal Airport, said property being described more particularly as the "footprint" under Building at Suite #15, 2501 SW "I" street as set out in the attached Exhibit A. A "footprint" is defined as the real property located underneath the building which Lessee proposes to erect or has erected.

TERMS AND CONDITIONS. Lessee agrees to comply with and abide by all terms and conditions set forth in this original Agreement of Lease.

- **TERM** - This lease's initial term is for thirty five (35) years beginning on the _____ day of _____, _____, and ending at Midnight, _____, _____, unless sooner terminated as herein provided. Lessee shall also have three (3) consecutive five (5) year options to renew and extend the Lease. Lessee shall provide Lessor with written notice of Lessee's intent to exercise said option(s) at least six (6) months prior to the expiration of the initial thirty-five (35) year term and each subsequent option period.

LEASE PAYMENT - Lessee shall pay to the City of Bentonville the annual rental based on the square foot of total leased ground space. The rate charged per foot shall be \$ 0.20 per square foot. Leased ground space totals _____ 1425.0 square feet. Said rental is to be paid in advance in yearly installments on the 1st business day of each year. If the initial calendar year of the lease is less than 12 months the Lessee will pay a pro-rata payment to cover the first partial year at the time of signing this lease. For each subsequent year during the initial term or any renewal Lease Term, the rent shall be increased annually in accordance with changes in the Consumer Price Index (CPI), provided, however, that no single annual increase shall exceed two percent (2%). The Consumer Price Index refers to the Consumer Price Index for all urban consumers (CPI-U), U.S. City Average All Items Index. The parties shall use the current standard CPI-U reference base as published by the Bureau of Labor Statistics using September as the comparison month. Rent for the second year of the Term shall be determined using the CPI-U for September, 2015 as compared to September, 2014. Similarly, rent for each successive year of the Term shall be determined using the CPI-U for the most recent September as compared to the preceding September.

- **TAXES** - Lessee shall pay all ad valorem taxes and assessments upon the leased premises and upon all personal property located upon the leased premises which are assessed during the lease term. Lessee shall have the right to contest by appropriate proceedings the amount or validity of any tax or assessment which Lessee is obligated to pay in accordance with the provisions hereof.

- **ASSIGNMENTS & SUB-LEASES**

This agreement, in whole or any part thereof may not be assigned or transferred by Lessee unless such action receives prior approval by the Airport Advisory Board and the Lessor, which such approval can not be unreasonably withheld. Such assignment releases the original Lessee of its obligations and the new Lessee assumes all obligations of this original agreement in full.

INSURANCE - Lessee shall obtain & maintain property insurance coverage for the repair or replacement of the leasehold and any adjacent improvements. The City of Bentonville will be listed as an additional insured on the policy. The Lessee will provide proof of this insurance upon request and keep the policy in effect during the terms of the lease. Lessee acknowledges that it is the Lessee's sole responsibility to maintain insurance on any personal property if desired.

USE OF THE PREMISES. The development and/or use of any Premises located within the current or future boundaries of the Bentonville Municipal Airport shall be consistent with the most recent Airport Master Plan and Airport Minimum Standards. Lessee agrees that all uses of the premises must be approved by the Airport Advisory Board and shall be predominantly for aviation use. All future structure additions shall be subject to prior approval by Lessor. The structure(s) constructed by Lessee under this Agreement shall be the property of Lessee until the expiration or termination of this lease, at which time it converts to the City of Bentonville. In the event that Lessee uses the property for purposes other than the purposes stated above, then Lessee shall be deemed to be in default of this agreement

UTILITIES. Lessee shall be responsible for utilities to the leasehold. Initial utility service to the leased property will be the responsibility of the lessee and negotiations for terms of utility provision are a matter between the lessee and each individual service provider including the City. In no case will City Utilities service be denied to an approved installation. Lessee shall pay all initial tie-in costs and all monthly ongoing fees for such utilities. Utilities required by the Lessee that are not owned/managed by the City must be coordinated by the Lessee and utility supplier directly.

REPAIRS, MAINTENANCE AND APPEARANCE.

(a) Lessee shall at all times during the term of this Lease Agreement, at Lessee's expense, keep and maintain in good repair and safe condition the leased premises and it's equipment and appurtenances, both inside and outside, structural and non-structural, extraordinary and ordinary, whether or not necessitated by wear, tear, obsolescence or defects, latent or otherwise. When used herein, the term "repairs" shall include all necessary replacements, renewals, alterations, additions and betterment's. Lessee will at all times keep the leasehold free and clean of all trash, refuse and any unsightly conditions or fire hazards.

(b) The necessity for and adequacy of repairs to the leased premises, pursuant to subparagraph (a) hereof, shall be measured by the standard which is appropriate for improvements of similar construction and also shall meet the requirements and standards set out and promulgated by the City of Bentonville through its Airport Advisory Board or other governmental agency or entity pursuant to the primary lease referred to above.

(c) Lessee agrees to reimburse Lessor for all sums and expenses incurred in the repairs or maintenance required or caused to be made pursuant to the regulations and rules of the governing authority mentioned in subparagraph (b) above as a result of failure by Lessee to maintain or repair the demised premises as required.

ALTERATIONS AND IMPROVEMENTS. Lessee shall be entitled to make alterations, additions and improvements to the property necessary and desirable for the operation of the premises. Lessee shall not be entitled to make any significant or material alterations, additions or changes to the exterior of the leased premises without Lessor's prior written consent. Lessee acknowledges and agrees that all such alterations, additions and improvements, shall become the property of the City of Bentonville, Arkansas, upon the termination of the lease

agreement.

WAIVER. The waiving of any one or more breaches of the terms or provisions contained herein by the Lessor or Bentonville Airport Advisory Board shall not be deemed a waiver of any other breaches of the terms of provisions.

TIME OF THE ESSENCE. It is understood that time is of the essence of this Lease Agreement.

DEFAULT. In the event the Lessee defaults under the terms of the agreement, this lease may be terminated by the Bentonville City Council at a regular meeting pursuant to the following:

(a) Lessor shall give written notice by certified mail, return receipt requested, of default simultaneously to Lessee as well as any assignee, any mortgagee or beneficiary of Lessee's leasehold interest in the leased premises and improvements thereon who are known to the Lessor.

(b) No default shall be deemed to exist unless Lessee fails to cure said default within thirty (30) days after receipt of written notice thereof, provided, however, that if Lessee fails to cure same within said thirty (30) days, the mortgagee or beneficiary of Lessee's said leasehold interest shall have an additional twenty (20) days after the end of said thirty (30) days period within which to cure same. As to any curing of a default (other than payment of rent) which would reasonably require a greater period of time for curing than is provided for above, if the lessee shall, within the time stipulated, commence such curing and diligently pursue same, then, the above time period shall be extended to allow Lessee reasonable opportunity to do so.

(c) Lessee shall have the right to contest, in good faith, the existence of any default alleged to have occurred or alleged to exist, and in the event Lessee so elects, the time period for curing any such alleged default shall be extended until thirty (30) days after a final judgment has been entered in a court having jurisdiction over such contest.

(d) Following the period for curing or contesting a default provided above, the City Council may give written notice by certified mail, return receipt requested, of Lessor's exercise of its right to declare this lease forfeited, terminated, null and void. Upon such notice, Lessee agrees to vacate the premises immediately and to forfeit any and all claims, rights, and property interest in this lease agreement or the improvements mentioned herein. Should it become necessary for Lessor to resort to judicial process to enforce the terms of this agreement, or reclaim possession of the premises, Lessee agrees to pay a reasonable attorney's fee.

TERMINATION OF USE. In the event that the Bentonville Airport facility and property are no longer used for aviation purposes, the City of Bentonville or its assign shall purchase the remaining leasehold interest from Lessee at fair market value.

REVERSION. At the conclusion of the lease term all improvements shall become the property of the City of Bentonville. The Lessee shall cooperate in conveying clear title of the improvements to the City.

MORTGAGING OF LEASEHOLD. Lessee is hereby given the absolute right without the Lessor's consent to mortgage its interest in the leased premises, provided that no such mortgage shall extend to or affect the fee, the reversionary interest, or the estate of Lessor in and to the land and building (hangar facility complex) erected thereon.

GOVERNMENTAL REQUIREMENTS GENERALLY. Lessee shall comply with all governmental requirements applicable to Lessee's use and operation of the leased premises.

INDEMNITY. Lessor shall not be liable for any personal injury to the Lessee or to its officers, agents, employees, invitees, licensees or to any other occupant of any part of the leased premises, or for any damage to any property of Lessee or of any other occupant of any part of the leased premises, irrespective of how such injury or damage may be caused, whether from action of the elements or occupants of adjacent properties. In the event an action, claim or suit is commenced against Lessor as a result of any such personal injury or damage occurring on the leased premises, Lessee agrees to hold Lessor harmless from any liability or responsibility therefor, including attorney's fees or costs of the action.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY
CLERK TO ASSIGN A CURRENT LAND LEASE
AGREEMENT AT THE BENTONVILLE MUNICIPAL
AIRPORT.**

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

Section 1: That the Mayor and City Clerk be and the same are hereby authorized to execute assignments of a current ground lease at the Bentonville Municipal Airport to eight (8) individuals in the form of separate leases, as set forth in the agreements 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 _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, January 13, 2015 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, January 13, 2015 6:00 p.m.
305 SW "A" Street**

**Swearing In of City Council Members – Tena O'Brien, Benton County Clerk
Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: December 9, 2014**

AGENDA

1. Planning:

1a. **Connie Reynolds: Lots 201 & 202 Bentonville Original, Lot Split, 301 Northeast 2nd Street, Zoned DE, Downtown Edge.**

The planning commission voted 5-0 recommending approval.

The applicant is proposing to create two lots from the existing one to be known as Lot 201 (0.14 acres) and Lot 202 (0.11 acres) of the Bentonville Original subdivision. The applicant is dedicating right of way along Northeast 2nd Street per the Master Street Plan.

1b. **Sharon Armstrong: Lots 21 & 22 Huffman Addition, Lot Split, 612 Northwest Jefferson Street, Zoned R01.**

The planning commission voted 5-0 recommending approval.

The applicant is proposing to create two lots from the existing one to be known as Lot 21 (0.21 acres) and Lot 22 (0.15) acres of the Huffman Addition subdivision. Per the Lot Split provide by the applicant, right of way is being dedicated along Northwest 'F' Street per the Master Street Plan.

- 1c. **Autumn Avenue Property LLC: Autumn Avenue Property LLC, Rezoning, Northwest Autumn Avenue, Zoned A-1.**

The planning commission voted 6-0 recommending approval.

The applicant has requested a rezoning from A-1, Agricultural to R-1, Single Family Residential. The proposed change is to allow incorporation of land into existing properties that abut tract to the south.

- 1d. **TCI Bentonville Inc. : The Parc at Bentonville, Planned Unit Development, Southwest Regional Airport Boulevard, Zoned A-1.**

The planning commission voted 4-2 recommending approval.

The applicant has proposed a Planned Unit Development at this location to be known as The Parc at Bentonville. The PUD would cover 79.66 acres and would consist of commercial and multifamily residential developments. The applicant has proposed four phases to the project. Phase 1 would consist of 216 apartments in 9 buildings. Easement will be dedicated along the rear of the commercial property and utilities will be extended along said line to connect to the property to the north. Phase 2 includes the construction of the public street along the rear of the commercial lots and the installation of utilities to those lots. Phases 3 and 4 would consist of apartments and commercial with the final phase to be completed 5-7 years from the beginning of Phase 1.

The maximum multifamily residential density would be 20 units/acre. The applicant is also proposing a 4,900 square foot leasing center near the entrance to the project. Proposed project accessories include a trash compactor, four 6-car garages, a mail structure near the entrance, and a total of 44 carports spread evenly throughout the site. The apartment building will consist of fiber cement siding with manufactured stone accents. The commercial uses are consistent with the uses allowed in the C-2, General Commercial zoning district at time of zoning.

A 5' side landscape buffer between commercial properties is proposed while a 20' landscape buffer will be installed along the rear property lines. The 20' buffer shall be common open property and will consist of a meandering trail with benches every 300'. All landscaping requirement shall meet the provision of section 1400 Landscaping.

- 1e. **Meadows at Woods Creek, Inc.: Amber Ridge, Final Plat, Northeast Marina Drive, Zoned R-1, Single Family Residential.**

The planning commission voted 6-0 recommending approval.

Amber Ridge consists of 69.29 acres and includes a total of 37 lots, all of which are buildable. The applicant is proposing to dedicate right of way along Northeast Green Creek Road and Northeast Birchgrove Place within the subdivision. The plat also dedicates utility easements throughout the subdivision to serve each lot.

2. Appoint Scott Eccleston to the Bentonville Planning Commission to fill the remaining time of Tom Byland's term that expires July 1, 2015. See attached biography for Mr. Eccleston.
3. Appoint Joe Haynie as the Planning Commission representative to the Board of Adjustment vice Jim Stanley whose term on the Board of Adjustment expires January 1, 2015. Mr. Haynie's term on the Board of Adjustment will run from January 1, 2015 to January 1, 2020.
4. Reappoint Sam Pearson to the City of Bentonville's Board of Adjustment. New term will expire January, 2020.
5. Public Hearing and resolution certifying the amount of liens to be placed on certain properties for the City of Bentonville's costs associated with mowing and weed removal on said properties.
6. Fire Department Staff recommends accepting a bid from Long Lewis Ford for three ambulance chassis'. This purchase will supply a chassis for a new ambulance to be placed at Station 6, and two chassis' for ambulance remounts.
7. Request for a waiver of bid to allow for the purchase of Patrol Uniforms from Cruse Uniforms in Springdale, Arkansas. The 2015 Budget total budget allotment for Police Department Uniform Supplies is \$98,700.00. This includes Dispatch Uniforms, Patrol Uniforms and Replacements, Bike Team Uniforms, SWAT Uniforms, Leather Gear and Replacements, and other Soft Uniform items such as coats, jackets, rain gear, hats, and informal uniforms. Patrol Uniforms and Replacement Uniforms accounts for the largest portion of this expense and represents \$55,000.00 of this total. Factors such as employee turnover and general wear and tear, determine the actual yearly expense related to Patrol Uniforms and Replacement. The department currently uses Cruse Equipment in Springdale for such uniform and uniform related needs. Being located in Springdale, this provider promotes safety and convenience by allowing local, timely and cost effective uniform measuring, fitting, alterations, and availability. The next closest similar provider is located in Carthage, MO. This waiver of bid would not exceed the budgeted amount and duplicates last year (2014).
8. Approve Animal Services Contract with the City of Rogers. This is a 12-month contract as opposed to last year's 13-month contract, but has the same monthly service fee and provisions as our previous year's contract.
9. Recommend Mayor and City Council award 6-month blanket bid for 3-phase transformer as shown on the attached bid tabulation in the amount of \$263,606.00. Items will be ordered on an 'as needed' basis.
10. Recommend Mayor and City Council award bid #14-57 for pole mount transformers to the lowest bidder as shown on the attached bid tabulation in the amount of \$86,150.00.

11. An ordinance authorizing the Mayor and City Council to enter into an agreement with Mueller Systems to provide electric and residential/small commercial water meters at the attached quoted prices for 2015.
12. An ordinance authorizing the Mayor and City Council to enter into an agreement with HD Supply Waterworks for SENSUS brand water meters for meters 2" and larger per the City of Bentonville's specifications. This is a 'Single Source' item in the State of Arkansas.
13. Enter into an agreement with Holophane Ornamental Lighting to provide the City of Bentonville's standardized lighting. Prices to remain the same January through December, 2015 for the amount of \$562,262.40. The lights will be ordered on an as-needed basis.
14. Parks and Recreation Staff seeks City Council approval of Change Order #2 and Budget Adjustment, in the amount of \$38,597.00 for the parking lot project at Merchants Park.
15. Council approval of Mayor McCaslin's recommendation to appoint Jon Terlouw to the Parks and Recreation Advisory Board filling Scott Eccleston's unexpired term that will expire on December 31, 2015.
16. A resolution for the Mayor and City Clerk to enter into an agreement with Summit Aviation to provide fixed based operator services at the Bentonville Municipal Airport.
17. A resolution for the Mayor and City Clerk to assign a current ground lease at Bentonville Municipal Airport into eight (8) individual leases. The current lease is for a T hangar on the west side of the airport property at 2501 SW "I" Street.