

1. Agenda

Documents:

[MAY 26, 2015 CITY COUNCIL FULL AGENDA.PDF](#)

2. Short Agenda

Documents:

[MAY 26, 2015 CITY COUNCIL SHORT AGENDA.PDF](#)



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, May 26, 2015 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, May 26, 2015 6:00 p.m.
305 SW "A" Street**

**Public Comments on Tonight's Agenda Items (Limited Public Forum)
Questions, Comments and Discussion from Alderman on Tonight's Agenda
Call to Order
Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: May 12, 2015**

AGENDA

1. Planning:
 - 1a. **Mill Project LLC (Todd Jacobs): Lot Split, Lots 14, 15 & 16, Block 9 of Deming's Addition, Northwest 'B' Street & Northwest 4th Street, zoned R-3, Medium Density Residential.**

(Pages 5-8)

The planning commission voted 7-0 recommending approval.

The applicant has submitted a lot split application for property located at the southeast corner of the intersection of Northwest 'B' Street and Northwest 4th Street. The plat proposes the creation of three lots from one existing lot to be known as Lot 14 (0.10 acres), Lot 15 (0.08 acres) & Lot 16 (0.08 acres), Block 9 of Deming's Addition. Right-of-way along both streets is in compliance with the current master street plan. A 5' sewer easement is being dedicated along Northwest 'B' Street to provide the availability of sewer service to each lot. Water service is currently available to each lot. A variance for minimum lot area, lot width, lot depth and rear setback requirements was granted by the board of adjustments on April 8, 2015.

- 1b. **Sandra Edwards: Property Line Adjustment, Lot 11, Block 10 of Deming's 2nd Addition, Northeast 'A' Street, Zoned R-1, Single Family Residential.**

(Pages 9-12)

The planning commission voted 7-0 recommending approval.

The applicant has submitted a property line adjustment for property located on Northeast 'A' Street that would create one lot to be known as Lot 11 (0.47 acres), Block 10 of Deming's 2nd addition. Right-of-way is being dedicated along Northeast 'A' Street per the master street plan. Both water and sewer services are available to this property.

- 1c. **Charles & Brenda Rateliff: Rezoning, 1716 Southwest 2nd Street (State Highway 72) R-E, Residential Estate to R-1, Single Family Residential.**

(Pages 13-19)

The planning commission voted 7-0 recommending approval.

The applicants have requested a rezoning in order to split the property into 3 tracts, in order to build 2 additional residential homes.

2. Council approval of a resolution authorizing the Mayor and City Clerk to enter into a Supplemental Agreement for professional services with Garver Engineers, LLC for additional work required on the Highway 12 Improvements Project (AHTD job #090251) for an amount not to exceed \$27,500.00. This amount is to be reimbursed by the AHTD to the City, ultimately resulting in the supplemental agreement being at no cost to the City. See attached memo, budget adjustment form, letter from AHTD, and supplemental agreement. **(Pages 20-30)**
3. District Court request approval of a resolution authorizing the Mayor to enter into a contract with Journal Technologies, Inc. for the purchase and configuration of Justice Web. This is an additional license to the current case management software that will allow for a public view of District Court case records/information and the potential for E-Filing of paperwork. **(Pages 31-44)**
4. City Council approval of a resolution declaring certain items as surplus to be sold at Public Auction. (See attached list.) **(Pages 45-47)**
5. Recommend Mayor and City Council award bid #15-25 for single phase pad mount transformers to the lowest bidder as shown on the attached bid tabulation in the amount of \$69,800.00. **(Pages 48-50)**
- 6a. City recommends Council approval of an ordinance to amend the 2015 Pay Plan for the Electric Department to remove the "Electric Manager" and "Electric Department Project Manager" positions and add the "Electric Department Crew Leader" position. **(Pages 51-53)**
- 6b. City recommends council approval of a budget adjustment for the changes to the 2015 Pay Plan for the Electric Department. **(Pages 54-55)**

7. Request waiver of bid process for a 1-year communications service package renewal with Mission Communications, LLC for the alarm systems on all 56 lift stations. This is a budgeted item. **(Pages 56-64)**
8. Council Approval to award bid #15-18 to Hugg & Haul for one 3,400 pound diesel trench roller for the Water Utilities Department. This is an item included in our 2015 budget. **(Pages 65-66)**
9. A resolution for the Mayor and City Clerk to assign an airport ground lease from Cornerstone Aviation LLC to Hook em LLC. Said lease is known as Suite #13 2501 SW "I" Street. **(Pages 67-70)**
10. A resolution and budget adjustment to contract with Morrison-Shipley Engineers for the design of a parallel taxiway on the west side of the airfield at Bentonville Municipal Airport. **(Pages 71-76)**

**City Council
Agenda
May 26, 2015**

Mill Project LLC (Todd Jacobs): Lot Split, Lots 14, 15 & 16, Block 9 of Deming's Addition, Northwest 'B' Street & Northwest 4th Street, zoned R-3, Medium Density Residential.

The planning commission voted 7-0 recommending approval.

The applicant has submitted a lot split application for property located at the southeast corner of the intersection of Northwest 'B' Street and Northwest 4th Street. The plat proposes the creation of three lots from one existing lot to be known as Lot 14 (0.10 acres), Lot 15 (0.08 acres) & Lot 16 (0.08 acres), Block 9 of Deming's Addition. Right-of-way along both streets is in compliance with the current master street plan. A 5' sewer easement is being dedicated along Northwest 'B' Street to provide the availability of sewer service to each lot. Water service is currently available to each lot. A variance for minimum lot area, lot width, lot depth and rear setback requirements was granted by the board of adjustments on April 8, 2015.

Sandra Edwards: Property Line Adjustment, Lot 11, Block 10 of Deming's 2nd Addition, Northeast 'A' Street, Zoned R-1, Single Family Residential.

The planning commission voted 7-0 recommending approval.

The applicant has submitted a property line adjustment for property located on Northeast 'A' Street that would create one lot to be known as Lot 11 (0.47 acres), Block 10 of Deming's 2nd addition. Right-of-way is being dedicated along Northeast 'A' Street per the master street plan. Both water and sewer services are available to this property.

Charles & Brenda Rateliff: Rezoning, 1716 Southwest 2nd Street (State Highway 72) R-E, Residential Estate to R-1, Single Family Residential.

The planning commission voted 7-0 recommending approval.

The applicants have requested a rezoning in order to split the property into 3 tracts, in order to build 2 additional residential homes.

Planning Commission Staff Report
Lot Split: Lots 14, 15 & 16, Block 9 of Deming's Addition

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Jon Stanley, Planner
PC DATE: May 19, 2015

GENERAL INFORMATION:

Project Number: 15-05000014

Applicant: Mill Project LLC (Todd Jacobs)

Representative: Bates & Associates (Derrick Thomas)

Requested Action: Lot Split Approval

Location: Northwest 'B' Street & Northwest 4th Street (southeast corner)

Existing Zoning: R-3, Medium Density Residential

Land Use Plan: Low Density Residential

BACKGROUND:

The applicant has submitted a lot split application for property located at the southeast corner of the intersection of Northwest 'B' Street and Northwest 4th Street. The plat proposes the creation of three lots from one existing lot to be known as Lot 14 (0.10 acres), Lot 15 (0.08 acres) & Lot 16 (0.08 acres), Block 9 of Deming's Addition. Right-of-way along both streets is in compliance with the current master street plan. A 5' sewer easement is being dedicated along Northwest 'B' Street to provide the availability of sewer service to each lot. Water service is currently available to each lot. A variance for minimum lot area, lot width, lot depth and rear setback requirements was granted by the board of adjustments on April 8, 2015.

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-3, Medium Density Residential	Low Density Residential

STREETS

Direction	Name	Classification
North	Northwest 4 th Street	Local
South	-	-
East	Northwest 'B' Street	Local
West	-	-

TRAFFIC FINDINGS

- (a) Traffic data for the nearest intersections are as follows: No traffic data exists for this location.
- (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 undeveloped lot in a low density area near downtown.

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

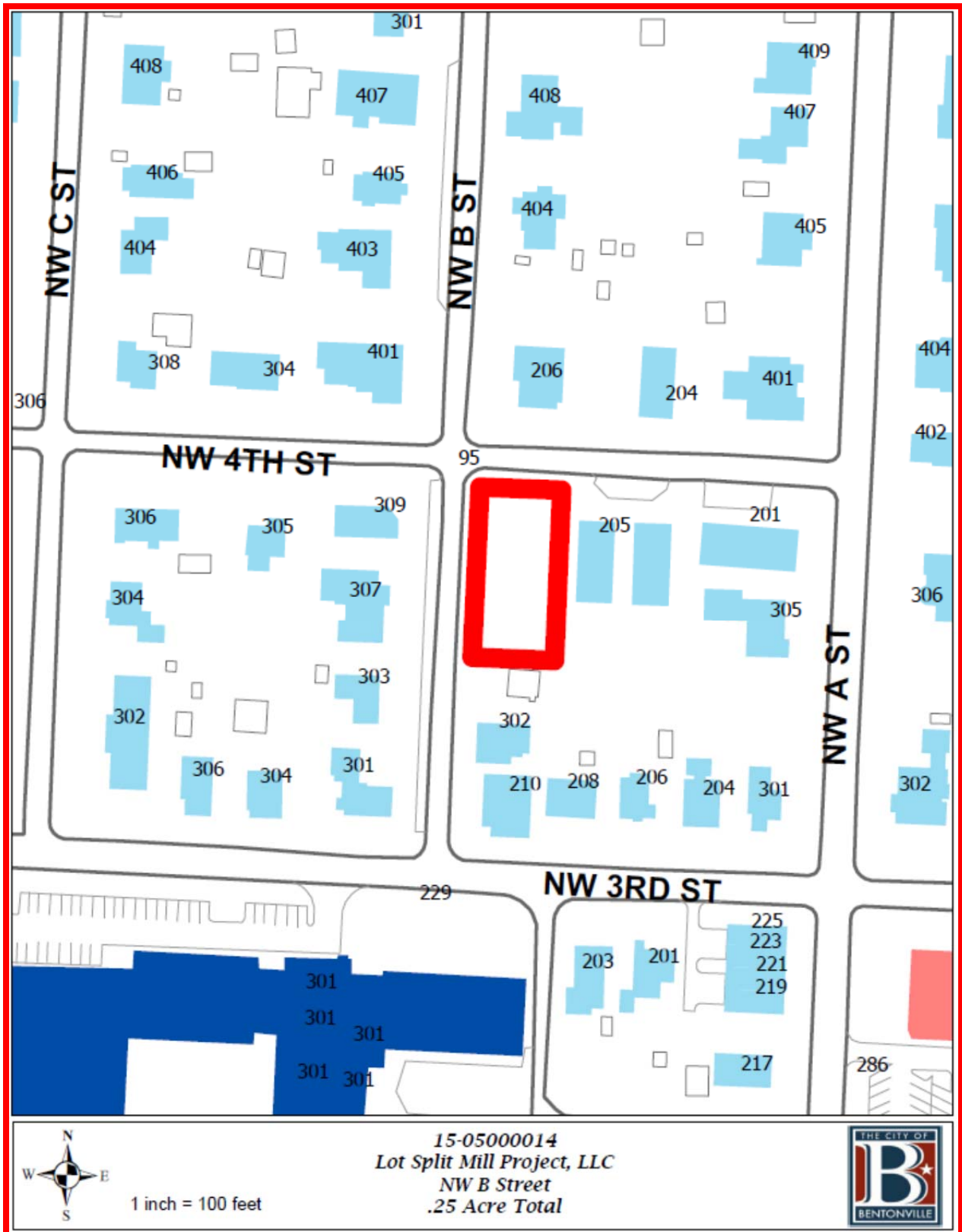
Water / Sewer: Per the G.I.S. site, water is available to all lots and sewer is available to the lot 16. A sewer main extension will be required to provide sewer service to lots 14 & 15.

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 14, 15 & 16, BLOCK 9 OF
DEMING'S 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 14, 15 & 16, Block 9 of Deming's Addition, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 19th day of May, 2015 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 14, 15 & 16, Block 9 of Deming's Addition, to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2015

ATTEST

APPROVED

CITY CLERK

MAYOR

Planning Commission Staff Report
Property Line Adjustment: Lot 11, Block 10 of Deming's 2nd Addition

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, Community Development Director
FROM: Jon Stanley, Planner
PC DATE: May 19, 2015

GENERAL INFORMATION:

Project Number: 15-07000008

Applicant: Sandra Edwards

Representative: Bates & Associates (Derrick Thomas)

Requested Action: Property Line Adjustment Approval

Location: Northeast 'A' Street

Existing Zoning: R-1, Single Family Residential

Land Use Plan: Low Density Residential

BACKGROUND:

The applicant has submitted a property line adjustment for property located on Northeast 'A' Street that would create one lot to be known as Lot 11 (0.47 acres), Block 10 of Deming's 2nd addition. Right-of-way is being dedicated along Northeast 'A' Street per the master street plan. Both water and sewer services are available to this property.

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	Public
West	R-1, Single Family Residential	Low Density Residential

STREETS

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

TRAFFIC FINDINGS

(c) 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 site is the location of a vacant parcel in a low density single family neighborhood.

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

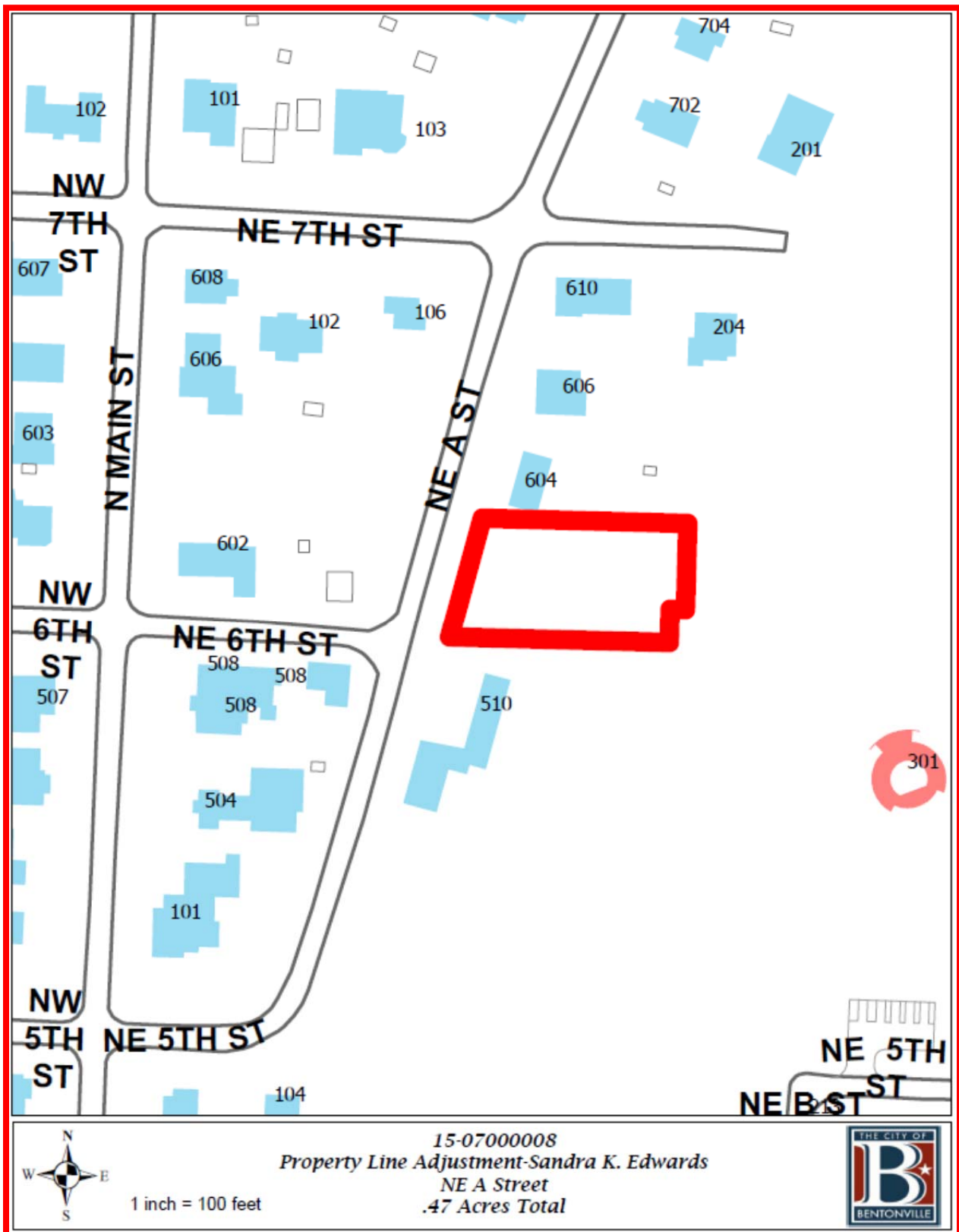
Water / Sewer: Per the G.I.S. site, water and sewer are both available to this location.

Waiver(s): N/A

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

RECOMMENDATION:

Staff has reviewed this application and recommends APPROVAL.



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 11,
BLOCK 10 OF DEMING'S 2ND ADDITION TO THE CITY OF BENTONVILLE,
ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment Lot 11, Block 10 of Deming's 2nd Addition, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 19th day of May, 2015 and

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

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

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

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

Section 1: That the property line adjustment of Lot 11, Block 10 of Deming's 2nd Addition, to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2015

ATTEST

APPROVED

CITY CLERK

MAYOR



PC Meeting of: May 19, 2015

The City of Bentonville, Arkansas

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

**REZONING: Rateliff – R-E, Residential Estate to R-1, Single Family Residential
Current Planning Division Correspondence: Planning Commission Staff Report**

TO: City of Bentonville, Arkansas Planning Commission
FROM: Jon Stanley, Planner
THRU: Troy Galloway, AICP, Community Development Director
DATE: May 19, 2015

GENERAL INFORMATION

H.T.E. Project Number: 15-09000017
Applicant/Current Owner: Charles & Brenda Rateliff
Representative: John Wary with Morrison Shipley
Requested Action: Rezoning
Location: 1716 Southwest 2nd Street (State Highway 72)
Existing Zoning: R-E, Residential Estate
Proposed Zoning: R-1, Single Family Residential
Future Land Use Map Designation: Residential Estate

BACKGROUND / HISTORY

Property Description/Site Inspection: A site inspection was completed; this property is the site of a single family home in a developed area of the city.

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

Surrounding Land Uses & Zonings:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	Single Family Home	R-1, Single Family Residential	Residential Estate
South	Religious Facility & undeveloped parcel	R-O, Residential Office and PUD, Planned Unit Development	Mixed Use
East	Single Family Home	A-1, Agricultural	Low Density Residential
West	Single Family Homes	R-1, Single Family Residential	Low Density Residential

Surrounding Streets & Classifications:

Direction	Name	Master Street Plan Classification	Current Condition
North	-	-	-
South	Southwest 2 nd Street (State Highway 72)	Arterial	2 lane asphalt with center turn lane (State Highway 72)
East	-	-	-
West	-	-	-

LEGAL NOTIFICATIONS

Public Notice: On **April 28, 2015**, 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 **April 16th, 2015**. In addition, staff posted a notice of public hearing sign on the property on **May 4, 2015**. This **DOES** meet legal noticing requirements and is adequate for the scope of this rezoning application.

RELATIONSHIP TO THE GENERAL PLAN AND FUTURE LAND USE MAP

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

Finding(s) of Staff: The Master Land Use plan depicts this property as Low Density Residential. Policy

LU-23 Housing Types within the General Plan states “the City should encourage

the development of a mix of housing types to meet the needs of residents...”

The rezoning request is consistent with good land use planning and the general plan

and will meet the intent of the policy.

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

Finding(s) of Staff: The proposed zoning will not create an increase to traffic danger 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.

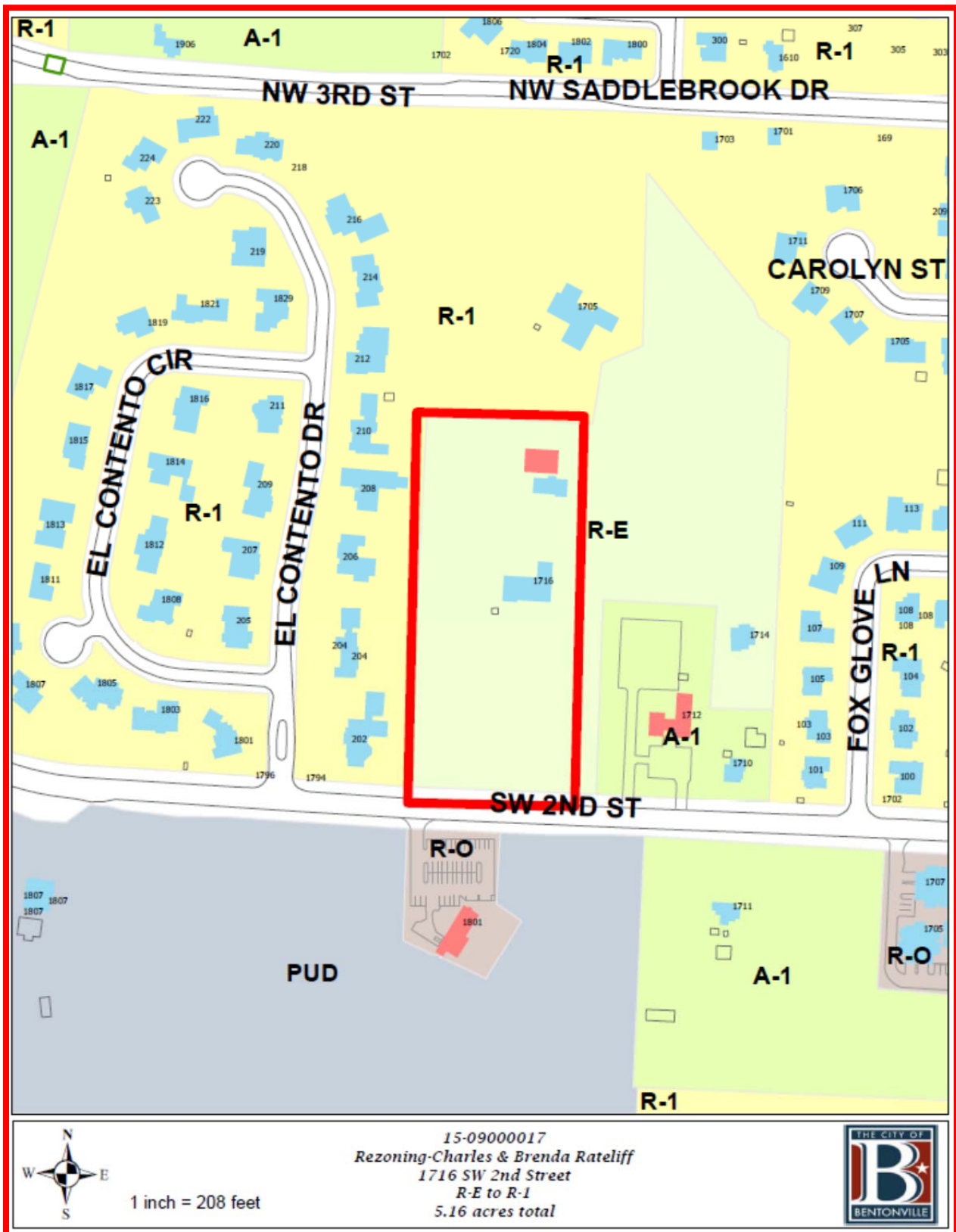
Finding(s) of Staff: City utility and emergency services are adequate at this location. The proposed zoning will not adversely impact the public infrastructure.

ANALYSIS, CONCLUSION, & SUMMARY

The rezoning request **IS** consistent with the City of Bentonville’s Future Land Use Map and the general plan which encourages a mix of housing types.

STAFF RECOMMENDATION

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





March 30, 2015
Mr. Beau Thompson
City of Bentonville
315 S.W. "A" St.
Bentonville, AR 72712

**Re: 1716 SW 2nd Street, Bentonville, AR
Rezoning Request**

Dear Mr. Thompson:

We present this request for Kutak Rock LLP and on behalf of Charles & Brenda Rateliff to rezone the property located at 1716 SW 2nd Street. This property is situated on the north side of SW 2nd Street, between El Contento Acres, a subdivision in the City of Bentonville and Foxglove Subdivision, to the City of Bentonville.

- The property is currently zoned R-E Residential Estate; the proposed zoning would be R-1 Single Family Residential. The property is currently owned by Charles & Brenda Rateliff. There is currently one residential home on the property.
- The rezone is requested in order to split the property into 3 tracts, all larger than one acre, for the purpose of building 2 additional residential homes.
- Sewer is available to the site via an existing 8" Bentonville sewer line running adjacent to the west property line along the east line of El Contento Acres Subdivision. There is an existing 8" Bentonville water main running along the west side of the property along the east line of El Contento Acres Subdivision.

Sincerely,
Morrison Shipley Engineers, Inc.

John Wary, P.E.

ORDINANCE NO. _____

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

WHEREAS, Charles & Brenda Rateliff 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, Single family Residential property to be used in accordance with city zoning laws and state laws; which property is described as follows: 1716 SW 2nd Street, Bentonville, Benton County, Arkansas

Part of the West ½ of the SE ¼ of the SW ¼ of Section 25, Township 20 North, Range 31 West, described as beginning at the SW corner of the said West ½ of the SE ¼ of the SW ¼; thence North 725 feet; thence East 300 feet; thence South 725 feet; thence West 300 feet to the point of beginning. Subject to the right-of-way of Highway No 72 on the South side thereof.

And

Beginning at a point 300 feet East of the Southwest Corner of the West half of the Southeast Quarter of the Southwest Quarter of Section 25, Township 20 North, Range 31 West; thence East 10 feet; thence North 375 feet; thence West 10 feet; thence South 725 feet to the point of beginning, including such other contiguous property laying along the boundaries of the foregoing described property and extending therefrom to the existing fence to the east thereof. Subject to the right-of-way of Highway 72 on the South side thereof and further subject to a right-of-way grant in favor of the City of Bentonville, Arkansas.

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 19th day of May 2015 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 _____, 2015

ATTEST

APPROVED

CLERK

MAYOR



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 26, 2015

Submitted by:

Mike Churchwell

Department

Transportation

Phone

271-6840

ACTION REQUIRED:

Council approval of a resolution authorizing the Mayor and City Clerk to enter into a Supplemental Agreement for professional services with Garver Engineers, LLC for additional work required on the Highway 12 Improvements Project (AHTD job #090251) for an amount not to exceed \$27,500.00. This amount is to be reimbursed by the AHTD to the City, ultimately resulting in the supplemental agreement being at no cost to the City. See attached memo, budget adjustment form, letter from AHTD, and supplemental agreement.

COST TO CITY:

Cost of this Request: \$27,500

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ Street Fund
Funds Expended to Date	
Remaining Budget	
Budget Adjustment	27,500
Remaining After Adjustment	\$ N/A

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMORANDUM

Date: May 11, 2015

To: City Council, Mayor McCaslin

From: Mike Churchwell

RE: Supplemental Agrmt #2 w/Garver – Added Turn Lane Design-Hwy 12

Garver Engineers is the design consultant contracted with the City on the Hwy 12 widening project (a partnership with AHTD). Hwy 12 is currently under construction and the City expressed concerns that as designed the current intersection of Hwy 12 with Hwy 71B (Walton Blvd.) would still create a significant traffic issue for traffic going eastbound onto Hwy 71B. The City requested AHTD take a look at their design to see if any modifications could be done to improve that movement. The AHTD did study it and agreed that an additional lane needed to be added for that movement. AHTD requested that we have Garver do the additional design work necessary for those modification since they are contracted to the City. We indicated to the AHTD that the City has met it \$10.4 million partnering commitment on the project and that any additional costs would need to be bore by the AHTD. They agreed, but since Garver is contracted to the City, it requires us to come to Council to approve the Supplemental Agreement so that the City can pay the consultant, but as per the attached letter the AHTD will reimburse the City those costs.



ARKANSAS STATE HIGHWAY
AND
TRANSPORTATION DEPARTMENT

Scott E. Bennett
Director
Telephone (501) 569-2000
Voice/TTY 711



P.O. Box 2261
Little Rock, Arkansas 72203-2261
Telefax (501) 569-2400
www.arkansashighways.com

May 7, 2015

Mr. Mike Churchwell
Transportation Engineer
City of Bentonville
117 W. Central Avenue
Bentonville, AR 72712

Re: Job 090251, Hwy. 71B-Shell Rd.
(Hwy. 12) (Bentonville) (S)

Dear Mr. Churchwell:

Reference is made to your recent correspondence with the Department regarding the addition of a right turn lane to the eastbound approach of Highway 12 at the intersection with Highway 71B (Walton Boulevard).

After reviewing the situation, the Department concurs that the right turn lane is needed. Since the City has met its obligation of \$10.4 million towards this project, the Department will reimburse the City for costs associated with this change. The City should pay Garver directly for the cost of redesign and then forward the Department a request for reimbursement of these costs afterwards.

Again, we appreciate the City partnering with us to widen Highway 12. Should you have any questions or comments, please advise.

Sincerely,



Kevin Thornton
Assistant Chief Engineer-Planning

c: Program Management
Roadway Design
Consultant Contracts Administrator
District 9
Job 090251 'B' File

KDT/DTS/cam
F:\P&C-DIV_PROJDEV\Programs\Partnering\090251 Hwy 12 RT Lane.docx

RECEIVED

MAY 07 2015

CONSULTANT CONTRACTS
ADMINISTRATOR

Supplemental Agreement No. 2
AHTD Job No. 090251
Hwy. 71B-Shell Rd. (Hwy. 12)(Bentonville) P.E.

Date: _____

WHEREAS, the City of Bentonville and Garver, LLC (formerly DBA Garver Engineers, LLC) entered into an Agreement for Engineering Services on March 11, 2009; and,

WHEREAS, Garver, LLC has completed the design of the Highway 12 Improvements and the project is currently under construction by the Arkansas State Highway and Transportation Department, and,

WHEREAS, the City of Bentonville desires to add a right turn lane to the east bound approach of Highway 12 at the intersection with Arkansas Highway 71B (Walton Boulevard), and,

WHEREAS, the City of Bentonville desires to make plan revisions expediently in order for the additional work to be performed by the contractor currently working on the Highway 12 Improvements,

WHEREAS, the City of Bentonville desires for Garver, LLC to include supplemental services to provide design services for these additional improvements,

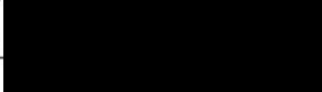
NOW THEREFORE, the following modifications will be made to the Agreement to include the described additional items of work:

MODIFICATIONS:

1. The "Contract Ceiling Price" (Section 1.2) is increased by \$27,500.00 from \$928,915.94 to \$956,415.94.
2. The "Title II Services Ceiling Price" (Section 1.15) is increased by \$27,500.00 from \$22,900.00 to \$50,400.00.
3. See Attachment A for modifications to Section 9 and 13.
4. See Attachment B for modifications to Appendix A – Justification of fees and costs.

IN WITNESS WHEREOF, the parties execute this Supplemental Agreement No. 2, to be effective upon the date set out above.

GARVER LLC

BY: 

CITY OF BENTONVILLE

BY: _____
Mayor

ATTACHMENT A - SUPPLEMENTAL SCOPE OF SERVICES

9. TITLE II SERVICES TO BE PROVIDED BY CONSULTANT

The Consultant will be responsible for providing the following supplemental services:

1. Design dual right turn lanes to the east bound lanes for Highway 12 at the intersection with Highway 71B including curb & gutter and underground drainage. The length of the right turn lanes to be determined by the City of Bentonville.
2. Provide topographical surveys and locate marked utilities for the additional improvements.
3. Prepare right-of-way documents for two (2) properties utilizing the established existing right-of-way.
4. Revise the Pavement Marking Sheets to reflect the additional improvements.
5. Revise the Erosion Control Plan Sheets to reflect the additional improvements.
6. Revise the Quantity Sheets to match plan revisions.
7. Stamp and sign all sheets.
8. Resubmit a hard copy of the new plan sheets to the City of Bentonville and the AHTD. Provide digital copies as requested.

13. DELIVERABLES

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

1. One hard copy of the new final construction sheets.
2. Electronic Files as requested.

Extra Work

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

1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Right-of-Way Acquisition Documents in excess of the number listed in the scope.
3. Establishment of existing right-of-way.
4. Signalization modifications or additions.
5. Traffic Studies.
6. Design of improvements to Highway 71B.
7. Submittals or deliverables in addition to those listed herein.
8. Services after construction, such as warranty follow-up, operations support, etc.

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

ATTACHMENT B

CITY OF BENTONVILLE HIGHWAY 12 - SHELL ROAD TO WALTON BLVD.

FEE SUMMARY

Title I Services	Estimated Fees
Surveys	\$0.00
Design Services	\$0.00
Subtotal for Title I Supplemental Services	\$0.00

Title II Services - Supplemental	
Surveying	\$15,150.00
Roadway Design	\$12,350.00
Subtotal for Title II Services	\$27,500.00

Total Supplemental No. 2	\$27,500.00
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ATTACHMENT B

CITY OF BENTONVILLE
HIGHWAY 12 - SHELL ROAD TO WALTON BLVD.
SUPPLEMENTAL NO. 2

SURVEYS

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	S-5	S-4	S-3	S-2	S-1	MARKS SUBTOTALS
1. Surveys - Topographic												
Establish Horizontal and Vertical Control												
Topographic Surveys												
Locate Utilities												
Data Processing/DTM Preparation												
Subtotal - Surveying												
2. Surveys - Property												
Obtain Right of Way Data												
Prepare Right-of-Way Documents (2 proposals - 4 descriptions)												
Data Processing - Property, Right of Way Definition												
Subtotal - Surveying												
Hours	0	2	28	6	0	0	14	86	28	0	0	174
Salary Costs	\$0.00	\$125.84	\$1,415.68	\$0.00	\$0.00	\$0.00	\$581.98	\$2,002.44	\$718.48	\$0.00	\$0.00	\$4,844.42
SUBTOTAL - SALARIES:												
TITLE # MULTIPLIER (3.08)												
DIRECT NON-LABOR EXPENSES:												
Document Printing/Reproduction/Assembly												
Postage/Freight/Courier												
Survey Supplies												
Travel Costs												
SUBTOTAL - DIRECT NON-LABOR EXPENSES:												
TOTAL FEE:												

ATTACHMENT B

CITY OF BENTONVILLE
HIGHWAY 12 - SHELL ROAD TO WALTON BLVD.
SUPPLEMENTAL SERVICES NO. 2

TITLE II - ROADWAY DESIGN

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	D-2	D-1	T-2	T-1	S-5	S-4	MANHOUR SUBTOTALS
1. Civil Engineering													
Highway 718 Intersection Improvements													
Typical Section													
Plan & Profile Sheet													
Striping and Signage Plan		2			2					4			
Maintenance of Traffic Plan Revisions					14					18			
Drainage Computations and Design					4					6			
Erosion Control Plan Revisions					12					4			
Quantity Computations and Quantity Plan Revisions					1					6			
Plan Submittal/Address City & AHJD Comments					4					4			
QA/QC		2			2					8			
Subtotal - Civil Engineering	6	4	6	0	48	14	4	0	0	56	0	0	
Hours	6	4	6	0	48	14	4	0	0	56	6	0	127
Salary Costs	\$0.00	\$251.68	\$0.00	\$0.00	\$1,762.04	\$424.76	\$157.32	\$0.00	\$0.00	\$1,384.32	\$0.00	\$0.00	\$3,886.12
SUBTOTAL - SALARIES:	\$3,886.12												
TITLE II MULTIPLIER (2.0%)		\$12,258.77											
DIRECT NON-LABOR EXPENSES													
Document Printing/Reproduction/Assembly		\$50.00											
Postage/Freight/Counter		\$7.33											
Taxes/Other		\$33.90											
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		\$91.23											
TOTAL FEE:		\$12,350.00											

Travel													
Mileage - mile										60	\$0.565	\$33.90	
Per Diem - day (lodging & meals)										0	\$100.00	\$0.00	
Subtotal												\$33.90	

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO A SUPPLEMENTAL
AGREEMENT WITH GARVER ENGINEERS FOR
ADDITIONAL WORK ON THE HIGHWAY 12
IMPROVEMENT PROJECT.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into a
supplemental agreement to the existing contract with Garver Engineers for additional services
associated with the Highway 12 Improvement Project as set forth in Exhibit "A" 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



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 26, 2015

Submitted by:

Jennifer Jones

Department

District Court

Phone

271-3120

ACTION REQUIRED:

District Court request approval of a resolution authorizing the Mayor to enter into a contract with Journal Technologies, Inc for the purchase and configuration of Justice Web. This is an additional license to the current case management software that will allow for a public view of District Court case records/information and the potential for E-Filing of paperwork.

COST TO CITY:

Cost of this Request: \$35,083

Additional Budget Amount

☒ One time amount

☒ Continuing O and M

Previously Budgeted	\$	37,850
Funds Expended to Date		
Remaining Budget		37,850
Budget Adjustment		
Remaining After Adjustment	\$	37,850

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



Journal Technologies, Inc.

A Daily Journal Company

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this “**Agreement**”), by and between Journal Technologies, Inc., a Utah corporation (hereinafter “**Journal Technologies**”), and **Bentonville District Court** (hereinafter “**Client**”), is made as of the date executed by both Journal Technologies and Client (the “**Effective Date**”).

In consideration for the representations and agreements contained herein, the parties hereby covenant and agree as follows:

1. DEFINITIONS

1.1 **Deliverable(s)** means one or more items (which may include software, services or other items) to be delivered by Journal Technologies to Client under a Statement of Work or this Agreement.

1.2 **Project** means each project undertaken by Journal Technologies under Section 2 (“**Services**”) pursuant to a Statement of Work.

1.3 **Service Fees** means the fees to be paid by Client for Services, as set forth in the Pricing Proposal attached hereto as Exhibit A for the initial Services or in the applicable Statement of Work for additional Services.

1.4 **Services** means those services provided by Journal Technologies to Client under Section 2 (“**Services**”) of this Agreement.

1.5 **Statement of Work** means a statement of work, prepared and executed pursuant to the provisions of Section 2 (“**Services**”) of this Agreement.

2. SERVICES

2.1 **Projects.** Journal Technologies agrees to provide Services to Client, as such may be determined from time to time in accordance with the provisions of this Section 2 (“**Services**”). All Services will be rendered in accordance with the provisions of this Agreement, the applicable Statement of Work and any other guidelines agreed upon in writing by Journal Technologies and Client.

2.2 **Project Requests.** If Client requests Services, Client shall submit a reasonably detailed Project request to Journal Technologies. Journal Technologies shall have the right to request additional details about the proposed Project described in the Project request. If Journal Technologies believes that it can provide the requested

services, within a commercially reasonable time, Journal Technologies shall submit a proposed Statement of Work to Client.

2.3 Completion of Statements of Work.

2.3.1 Final Statement of Work. Upon Client's receipt of a proposed Statement of Work, Journal Technologies and Client shall attempt reasonably to meet, consult and agree upon a final Statement of Work.

2.3.2 Incorporations of Statement of Work. At such time as the parties shall have agreed upon a Statement of Work, the Statement of Work as so completed, approved and executed by their authorized representatives shall constitute an agreement under and be subject to the non-conflicting provisions of this Agreement.

2.4 Changes. Modifications to a Statement of Work shall be accomplished by the negotiation and execution of an amendment reasonably satisfactory to each of the parties, which may result in an increase or decrease in the overall cost of a Project.

2.5 Journal Technologies Employees and Subcontractors: Indemnification Generally. Journal Technologies shall require all of its employees and subcontractors to comply with the terms of this Agreement and any reasonable and lawful employment and security policies and procedures adopted from time to time by Client. Journal Technologies shall procure all business permits necessary to perform under this Agreement and pay all related fees. Journal Technologies and Client shall each indemnify, defend and hold harmless the other and their respective affiliates, officers, directors, employees and agents, from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by the indemnified party, arising out of or resulting from (i) the violation by the indemnifying party or its employees, agents, or contractors of any applicable law, order, ordinance, regulation or code or (ii) the gross negligence or intentional misconduct of the indemnifying party or its employees, agents or contractors.

2.6 Status Reporting. Journal Technologies will provide reasonable status reports to Client upon request.

2.7 Status Meetings. If Client so requests, Journal Technologies shall hold periodic status meetings with Client management in order to review the status of Journal Technologies activities.

2.8 Record Keeping and Inspection. Journal Technologies shall maintain reasonable accounting records, in a form sufficient to substantiate Journal Technologies charges hereunder. Journal Technologies shall retain such records in accordance with its general record retention policies. Client shall have the right to inspect any such records upon reasonable notice, at Journal Technologies main office and during Journal Technologies normal business hours.

2.9 Ownership of Product of Services. Unless otherwise specified to the contrary in the applicable Statement of Work, all data, materials, Deliverables and other products developed by Journal Technologies under a Statement of Work or this Agreement shall be and remain the sole and exclusive property of Journal Technologies, which shall retain all rights therein; provided that upon payment of all required amounts by Client, Client shall have the right to utilize any Deliverables for Client's internal purposes in accordance with the terms and conditions of the Statement of Work and the applicable license agreement (or, in the absence of an applicable license agreement, on a perpetual, royalty-free basis following the payment of all applicable Service Fees).

3. WARRANTIES

3.1 Services Warranties. Journal Technologies warrants that the Services rendered to Client pursuant to this Agreement shall be performed in a competent and professional manner, and that each of Journal Technologies employees, contractors and agents assigned to perform Services pursuant to this Agreement shall have training, background and skills commensurate with the level of performance reasonably expected for the tasks to which he or she is assigned.

3.2 Warranty of Law. Journal Technologies warrants and represents that to the best of its knowledge: (i) Journal Technologies has full authority to enter into this Agreement and to consummate the transactions contemplated hereby and (ii) this Agreement is not prohibited by any other agreement to which Journal Technologies is a party or by which it may be bound (the "**Legal Warranty**"). In the event of a breach of the Legal Warranty, Journal Technologies shall indemnify and hold harmless Client from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Client, arising out of or resulting from said breach.

3.3 No Other Warranties. THE WARRANTIES AND REPRESENTATIONS STATED WITHIN THIS AGREEMENT ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WARRANTIES WITH RESPECT TO THE OPERATION OF ANY DELIVERABLE SHALL BE AS SET FORTH IN THE APPLICABLE LICENSE AGREEMENT OR STATEMENT OF WORK.

4. PAYMENT

Service Fees shall be payable in respect of Services provided by Journal Technologies (including its agents and contractors) to, for, or at the request of Client or those acting on its behalf under this Agreement, including but not limited to installation, configuration, training and the like. If such Services are provided pursuant to a Statement of Work, all work and all Deliverables related to such Services, and the payment therefor, shall be completed as provided in the Statement of Work. If any Services are requested and provided without a Statement of Work, they will be billed by Journal Technologies to Client in accordance with Journal Technologies normal billing practices at the time, on a

time-and-expense basis, with hourly rates at the then-standard rates, and expenses charged at cost, or as the parties may otherwise agree in writing. Unless otherwise set forth in an applicable Statement of Work or other written agreement of the parties, payment for a Deliverable shall become due and payable upon delivery, net thirty (30) days. All sales taxes levied on account of payments to Journal Technologies are the responsibility of the Client.

5. LIMITATIONS ON LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED PROFITS IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT. FURTHERMORE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY AMOUNT IN EXCESS OF THE AMOUNT OF SERVICE FEES DUE OR ALREADY RECEIVED BY JOURNAL TECHNOLOGIES UNDER THIS AGREEMENT.

6. CONFIDENTIALITY

6.1 Client's Responsibilities. Client hereby agrees that (i) all materials received from Journal Technologies under this Agreement are the confidential and proprietary information of Journal Technologies, (ii) Client shall take all necessary steps to protect and ensure the confidentiality of such confidential information, and (iii) except as permitted by a Statement of Work, none of such materials shall be in any way disclosed by Client to any third party, in whole or in part, without the prior written consent of Journal Technologies, which may be granted or withheld in its sole discretion. If Client becomes aware of the unauthorized possession of such materials, it shall promptly notify Journal Technologies. Client shall also assist Journal Technologies with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by Journal Technologies to protect its proprietary rights.

6.2 Journal Technologies Responsibilities. Journal Technologies hereby agrees that (i) any information related to the official business of Client that Journal Technologies obtains from Client in the course of the performance of this Agreement is the confidential and proprietary information of Client, (ii) Journal Technologies shall take all necessary steps to protect and ensure the confidentiality of such information, and (iii) such information shall not be in any way disclosed by Journal Technologies to any third party, in whole or in part, without the prior written consent of Client, which may be granted or withheld in its sole discretion. If Journal Technologies becomes aware of the unauthorized possession of such information, it shall promptly notify Client. Journal Technologies shall also assist Client with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by Client to protect its proprietary rights.

6.3 Confidentiality Breach. In the event a party breaches any of its obligations under this Section 6 ("Confidentiality"), the breaching party shall indemnify, defend and

hold harmless the non-breaching party from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by the non-breaching party arising out of such breach. In addition, the non-breaching party will be entitled to obtain injunctive relief against the breaching party.

6.4 Exclusions. The provisions of this Section 6 (“Confidentiality”) shall not apply to any information (i) that is in the public domain prior to the disclosure or that becomes part of the public domain other than by way of a breach of this Agreement, (ii) that was in the lawful possession of Journal Technologies or Client, as the case may be, prior to the disclosure without a confidentiality obligation to any person, (iii) that was disclosed to Journal Technologies or Client, as the case may be, by a third party who was in lawful possession of the information without a confidentiality obligation to any person, (iv) that was independently developed by Journal Technologies or Client, as the case may be, outside the scope of this Agreement or (v) that Journal Technologies or Client, as the case may be, is required to disclose by law or legal process.

7. TERM AND TERMINATION

7.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue until terminated in accordance with the terms of this Section 7 (“Term and Termination”).

7.2 Term of Statements of Work. Each Statement of Work pertaining to the provision of Services, and each other written agreement for such Services, shall commence on the date of execution of such Statement of Work or other agreement and shall continue in full force and effect thereafter until terminated in accordance with the provisions thereof or until the Services required have been provided and paid for. A termination of this Agreement shall simultaneously terminate any outstanding Statements of Work or other agreement for Services.

7.3 Termination by Journal Technologies.

7.3.1 Payment Default. Journal Technologies shall have the right to terminate this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity), for any failure of Client to make payments of moneys due when the same are due, and such failure continues for a period of thirty (30) days after written notice thereof by Journal Technologies to Client.

7.3.2 Other Client Defaults. Journal Technologies may terminate this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity), for any other material breach by Client which violation or breach continues for a period of thirty (30) days after written notice thereof by Journal Technologies to Client.

7.4 Termination by Client. Client shall have the right to terminate this Agreement (reserving cumulatively all other rights and remedies under this Agreement,

in law and/or in equity) without further obligation or liability to Journal Technologies (except as specified in Subsection 7.5 below) if Journal Technologies commits any material breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by Client to Journal Technologies of such breach. Client shall have the right to terminate this Agreement effective immediately and without prior notice if Journal Technologies goes into liquidation or files for bankruptcy.

7.5 Effect of Termination. Termination of this Agreement or any Statement of Work shall not affect any rights and/or obligations of the parties which arose prior to any such termination and such rights and/or obligations shall survive any such termination. Within thirty (30) days after the effective date of any such termination, Client shall pay Journal Technologies fees and expenses at its then-standard rates for all Services rendered under the applicable Statement of Work or this Agreement up to the effective date of termination, including, without limitation, all work in process. Upon termination, each party shall return the confidential property of the other party obtained under the terminated Statement of Work or this Agreement, as applicable. This includes, without limitation, all work product of Journal Technologies produced pursuant to this Agreement or any Statement of Work, and Client shall have no further right to retain or use such work product following termination. In addition, the confidentiality obligations of the parties in Section 6 (“Confidentiality”) shall survive the termination of this Agreement.

8. GENERAL

8.1 Waiver, Amendment or Modification. The waiver, amendment or modification of any provision of this Agreement or any right, power or remedy hereunder shall not be effective unless made in writing and signed by both parties. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

8.2 Notice. All notices under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, by commercial overnight courier or by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Journal Technologies: Journal Technologies, Inc.
843 South 100 West
Logan, Utah 84321
Attention: President

and

Munger, Tolles & Olson LLP
355 South Grand Ave., 36th Floor
Los Angeles, California 90071
Attention: Brett Rodda, Esq.

To Client: Bentonville District Court
2706 S. Walton Blvd.
72712, Bentonville, Arkansas
Attention: Jennifer Jones

8.3 No Third Party Beneficiaries. This Agreement is not intended to create any right in or for the public, or any member of the public, any subcontractor, supplier or any other third party, or to authorize anyone not a party to this Agreement to maintain a suit to enforce or take advantage of its terms.

8.4 Successors and Assigns. Neither party may assign this Agreement in whole or part without the prior written consent of the other party; provided that Journal Technologies may assign this Agreement to another subsidiary of Daily Journal Corporation, directly or by operation of law, without the prior written consent of Client. Any attempt to assign this Agreement without the prior written consent of the other party is void and without legal effect, and such an attempt constitutes a material breach and grounds for termination by the other party. Subject to the foregoing, all of the terms, conditions, covenants and agreements contained herein shall inure to the benefit of, and be binding upon, any successor and any permitted assignees of the respective parties hereto. It is further understood and agreed that consent by either party to such assignment in one instance shall not constitute consent by the party to any other assignment. A transfer of corporate control, merger, sale of substantially all of a party's assets and the like, even though including this Agreement as an assigned asset or contract, shall not be considered an assignment for these purposes.

8.5 Dispute Resolution. Any dispute arising under or related to this Agreement shall be resolved exclusively as follows:

9.5.1 Initial Resolution by Meeting. The parties shall first attempt to resolve amicably the dispute by meeting with each other, by telephone or in person at a mutually convenient time and location, within thirty (30) days after written notice of a dispute is delivered from one party to the other. Subsequent meetings may be held upon mutual agreement of the parties.

9.5.2 Mediation. If the dispute is not resolved within sixty (60) days of the first meeting, the parties shall submit the dispute to mediation by an organization or company specializing in providing neutral, third-party mediators. Client shall be entitled to select either (i) the location of the mediation or (ii) the organization or company, and Journal Technologies shall select the other. The mediation shall be conducted within sixty (60) days of the date the dispute is submitted to mediation, unless the parties mutually agree on a later date.

9.5.3 Arbitration. Any dispute that is not otherwise resolved by meeting or mediation shall be exclusively resolved by arbitration between the parties in accordance with the Comprehensive Arbitration Rules & Procedures of JAMS, with the arbitration to be conducted in Los Angeles, California, or another location mutually agreed by the parties. The results of such arbitration shall be binding on the parties, and judgment may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek interim injunctive relief from any court of competent jurisdiction.

8.6 Control of Defense. All indemnification obligations under this Agreement are conditioned upon (i) written notice by the indemnified party to the indemnifying party within thirty (30) days of the indemnified party's receipt of any claim for which indemnification is sought, (ii) tender of control over the defense and settlement to the indemnifying party and (iii) such reasonable cooperation by the indemnified party in the defense as the indemnifying party may request; provided, however, the indemnifying party shall not, without the prior written consent of the indemnified party, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened claim unless the settlement, compromise or consent provides for and includes an express, unconditional release of such claim against the indemnified party.

8.7 Governing Law. The validity, construction and performance of this Agreement and the legal relations among the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to its conflict of law principles.

8.8 Independent Contractor. Journal Technologies, in performance of this Agreement, is acting as an independent contractor. Personnel supplied by Journal Technologies (including personnel supplied by subcontractors) hereunder are not Client's personnel or agents, and Journal Technologies assumes full responsibility for their acts. Journal Technologies shall be solely responsible for the payment of compensation of Journal Technologies employees and contractors assigned to perform services hereunder, and such employees and contractors shall be informed that they are not entitled to the provision of any Client employee benefits. Client shall not be responsible for payment of

worker's compensation, disability or other similar benefits, unemployment or other similar insurance or for withholding income or other similar taxes or social security for any Journal Technologies employee, and such responsibility shall solely be that of Journal Technologies.

8.9 Severability. In the event any one or more of the provisions of the Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

8.10 Counterparts. This Agreement and any Statement of Work may be executed in counterparts and by the exchange of signatures by facsimile or PDF.

[Continued on Next Page]

Contract to **Bentonville District Court** – Contract # 15-1855

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the date last written below.

JOURNAL TECHNOLOGIES, INC:

By: _____

Date: _____

Printed Name and Title: Jon Peek, Chief Operating Officer

Bentonville District Court:

By: _____

Date: _____

Printed Name and Title: _____

Contract to **Bentonville District Court** – Contract # 15-1855

EXHIBIT A

Bentonville District Court P.O. Box 327 Bentonville, AR 72712	Contract Number: 15-1855 Proposal Creation Date: February 3, 2015 Proposal Expiration Date: June 30, 2015
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Product	Unit Price	Qty	Total Price
JusticeWeb Admin Training & Config	\$8,000.00	1	\$8,000.00
JusticeWeb Support and Upgrades Prorated Feb 2015-June 2016	\$7,083.33	1	\$7,083.33
JusticeWeb License	\$20,000.00	1	\$20,000.00
Subtotal:			\$35,083.33

Grand Total:	\$35,083.33
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Implementation Milestones			
Milestone	Description	Cost Inclusions	Amount
1	Contract Signing	•	\$35,083.33
		Total	\$35,083.33

Annual Support will be billed every June and due every July. Support has been prorated from February, 2015 to the end of June 2015. Total Support for JusticeWeb is \$5,000.00 and will increase 5% annually.

EXHIBIT B

STATEMENT OF WORK

- Online JusticeWeb Administrator Training and Configuration
 - JusticeWeb Administrator Training will include instruction in one or more of the following areas, as jointly determined by the CPM and JTPM:
 - Setting up and maintaining the E-Filing portal including the ability to have pro se litigants, attorneys, claimants, and other case participants to electronically file and review cases via the web.
 - Setting up and maintaining E-Discovery, managing the exchange of discovery packages online.
 - Setting up and maintaining E-View, including setting up a login-secured and/or publicly accessible web portal that contains case, personnel, or calendar information.
 - Setting up and maintaining the E-Payment portal allowing partner agencies or the general public to pay fines or fees online.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
JOURNAL TECHNOLOGIES INC. FOR THE PURCHASE
AND CONFIGURATION OF JUSTICE WEB SOFTWARE
FOR THE BENTONVILLE DISTRICT COURT.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an agreement with Journal Technologies, Inc. for the purchase and configuration of Justice Web software, as set forth in the agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 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:

May 26, 2015

Submitted by:

Kathy Bertschy

Department

Purchasing

Phone

271-3115

ACTION REQUIRED:

City Council approval of a resolution declaring certain items as surplus to be sold at Public Auction. (See attached list.)

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

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



PLEASE RECYCLE



1010 Administration

- 10 Lot computer Boxes
- 20 Lot computer monitors
- 30 Lot UPS Battery Backups
- 40 Misc Furniture
- 50 Misc Office Supplies

1210 District Court

- 10 Misc Office Furniture
- 20 Misc Office Equipment

3520 Meter Department

- 10 2007 Dodge Pickup

3030 WasteWater Department

- 10 2001 Ford F-750 Diesel with Spreader
- 20 Window Air Conditioner
- 30 Lot Air & Oil Filters
- 40 Lot 3-gallon jugs
- 50 ISCO sampler
- 60 (3) Pressure Washer (Hotsey)
- 70 Wheel Barrow
- 80 Three Point Hitch Scraper
- 90 (5) Orange Construction Barrel
- 100 Ford NAA Tractor (gasoline)
- 110 Belt Press Material (2 rolls)

5020 Water Department

- 10 (2) 12 volt submersible pumps
- 20 (2) Gas Powered Trash Pumps
- 30 Shop Tool Box
- 40 Miller Plasma Cutting Tool
- 50 Truck Mount 3200lb Crane (Auto Crane)
- 60 Line Locator (Metrotech)
- 70 Misc Office Furniture
- 80 Misc Office Equipment
- 90 (5) Flat map File Cabinets

1610 Planning

- 10 Misc Office Supplies
- 20 Misc Office Furniture
- 30 Wood Book Shelf
- 40 Office Chair

3820 Transportation Department

- 10 Pneumatic Post Driver

3520 Inventory Warehouse

- 10 10/2 Ground Wire (5000')
- 20 Misc. Conduit and Pipe
- 30 Fairbank Morse Scale (1000 lb capacity)
- 40 4-Drawer Steel Cabinet
- 50 Wheel Barrow
- 60 Misc Items

5020 Parks Department

- 10 (2) Bicycles
- 20 (2) Grasshopper Mowers
- 30 Deweeze Hillside Mower
- 40 (2) Snapper Mowers
- 50 (3) Gravely Walk Behind Edgers
- 60 (6) String Trimmers
- 70 Blue Bird Sod Cutter
- 80 (2) John Deere Bunker Rakes
- 90 Woods Harley Rake
- 100 (5) Kifco Water Reels
- 110 (6) Wood Cabinets

- 120 (4) Rubber Coated Benches
- 130 New Stripe walk Behind Field Painter
- 140 Box Blade
- 150 Tow Behind Aerator
- 160 Traget 18' Utility Trailer

5030 Public Works Maint.

- 10 2007 Chevrolet Crew Cab Pickup
- 20 2002 Freightliner Bucket Truck
- 30 2014 Dodge 2500 4X4 TRUCK BED
- 40 2006 Grasshopper 322D Diesel 61" Mower
- 50 (2) Weedeaters
- 60 (2) Edgers
- 70 Backpack Blower
- 80 Echo 16" Chainsaw
- 90 Misc Tools

3810 Street Department

- 10 1995 Ford F-700
- 20 2001 Ford 1-Ton
- 30 2002 Dodge 1/2-Ton Pickup
- 40 Swing Blade
- 50 (12) Barricade Panels
- 60 (11) Barricade Frames
- 70 Lot Metal Signs/Traffic Cones
- 80 (3) Roller Weights
- 90 SP-125 Lincoln Arc Welder
- 100 Three Drawer Craftsman Toolbox
- 110 Snow Plow
- 120 Spreader Box for 1-Ton
- 130 14" Rubber Grader Blade
- 140 Wacker Trench Compactor
- 150 Automotive Diagnostic Tools
- 160 Hand Operated Diesel Pump
- 170 (2) Automatic Door Openers
- 180 Shindaiwa Weedeater
- 190 Lot Wood chairs
- 200 Mortise Cylinder Lock w/Keys
- 210 Misc Items

2010 Police Department

- 10 1998 Plymouth Voyager
- 20 1999 Chevy Tahoe
- 30 2001 Honda Accord
- 40 2002 Lincoln LS
- 50 2002 Toyota Corolla
- 60 2008 Dodge Durango
- 70 2001 Dodge Durango (Airport)
- 80 (3) Tables
- 90 Projector Screen
- 100 Projector Screen

5050 Public Library

- 10 Animal shaped childrens chairs
- 20 Misc shelves
- 30 Multi Funtion Printer (HP)
- 40 Wheel Chair
- 50 Magazine Holders/Binders
- 60 Overdesk Storage w/Lights
- 70 Misc Office Supplies
- 80 Box Misc T-shirts
- 90 Box VHS/Cassette Holders
- 100 Lot Misc electric wire
- 110 Wood Magazine Rack

2020 Fire Department

- 10 Lot Fitness Equipment
- 20 Set Tire Chains
- 30 12 VCD to 120 VAC Inverter
- 40 Backpack Vacuum Cleaner
- 50 Gas Powered Ventilation System
- 60 Microwave
- 70 Truck Tool Box
- 80 A/C Condenser
- 90 17" & 19.5" Steel Wheels
- 100 Misc Chairs
- 110 Cooler
- 120 (6) Plano Boxes
- 130 Christmas Tree 6.5'
- 140 Hose Reel
- 150 Gas PPV Fans
- 160 (2) Fernco cots
- 170 Middle seat for 2013 F-450
- 180 Overhead Door Opener
- 190 Hose Test Pump
- 200 Misc Fire Hose Nozzles & Appliances
- 210 Misc CERT Equipment

RESOLUTION NO. _____

**A RESOLUTION DECLARING CERTAIN PROPERTY
BELONGING TO THE CITY OF BENTONVILLE,
ARKANSAS AS SURPLUS PROPERTY.**

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

Section 1: That certain property of the City of Bentonville, as more particularly described in the attached Exhibits, is hereby declared to be surplus and the Mayor or his designee is authorized to dispose of such property by auction or in another appropriate manner as set forth in section 3.04 of the Bentonville Municipal Code.

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 #	15-25
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

May 26, 2015

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Recommend Mayor and City Council award bid #15-25 for single phase pad mount transformers to the lowest bidder as shown on the attached bid tabulation in the amount of \$69,800.00.

COST TO CITY:

Cost of this Request: \$69,800

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



M E M O R A N D U M

DATE: May 15, 2015

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Pad Mount Transformers Bid #15-25**

The City of Bentonville recommends awarding the bid for single phase pad mount transformers in the total amount \$69,800. The bidders for the various items are as follows:

Techline in the amount of \$69,800.00

This award is to replenish minimum stock level.

FORMAL BID #15-25

\$69,800.00



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 26, 2015

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

City recommends Council approval of an ordinance to amend the 2015 Pay Plan for the Electric Department to remove the "Electric Manager" and "Electric Department Project Manager" positions and add the "Electric Department Crew Leader" position.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



M E M O R A N D U M

DATE: May 15, 2015

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineering Director

RE: Pay Plan Amendments

Due to a recent reorganization of the City of Bentonville Electric Department, the City recommends amending the 2015 Pay Plan to remove "Electric Department Manager" and "Electric Department Project Manager" and add "Electric Department Crew Leader". The Electric Department has recently reorganized to align with other City Utility Departments (Water/Sewer). The number of Field Supervisors has been reduced (due to retirements & resignations) and a "Crew Leader" position has been added. There will be no additional head count added; the "Crew Leader" position will be filled from existing personnel. Existing Electric Department O&M is sufficient to cover the reorganization.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE PAY PLAN FOR THE
CITY OF BENTONVILLE, ARKANSAS PERTAINING TO
CERTAIN JOB TITLES IN THE ELECTRIC UTILITIES
DEPARTMENT.**

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

Section 1: That the positions of "Electric Manager" and "Electric Department Project Manager" should be and the same are hereby removed from the pay plan for the City of Bentonville Electric Utilities Department, and the position of "Electric Department Crew Leader" Grade 96, should be and the same is hereby added to said pay plan.

PASSED and APPROVED this _____ day of _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 26, 2015

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

City recommends council approval of a budget adjustment for the changes to the 2015 Pay Plan for the Electric Department.

COST TO CITY:

Cost of this Request: \$24,236

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE







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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 26, 2015

Submitted by:

Mike Bender

Department

Public Works Dir

Phone

271-6873

ACTION REQUIRED:

(Wastewater Department 479-271-3160) Request waiver of bid process for a 1 year communications service package renewal with Mission Communications, LLC for the alarm systems on all 56 lift stations. This is a budget item.

Request Waiver of bid process f

COST TO CITY:

Cost of this Request: \$25,000

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	25,000
Funds Expended to Date		
Remaining Budget		25,000
Budget Adjustment		-
Remaining After Adjustment	\$	25,000

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>5/26/2015</u>		
Requested by:	<u>Mike Bender/ Nancy Busen</u>		
Department:	<u>Wastewater</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Waiver of bid process for 1 year service package renewal for alarm systems</u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Mission Communications, LLC</u>		
	<u>3060 C Business Park Dr.</u>		
	<u>Norcross, GA 30071-5400</u>		
Amount:	Base Amount:	\$	<u>25,000.00</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>25,000.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
The cell phone based alarm system for all 56 sewage lift stations was purchased from Mission Communications. Mission provides the communications service package for the alarm systems. Therefore, this is a single source item and a waiver of the bid process is requested.			
 _____ Department Head		_____ Director of Finance & Administration	
Revised 6-18-99			

MEMO



To: City Council, Mayor Bob McCaslin

From: Nancy Busen, Wastewater Utilities Interim Manager *NB*

CC: Mike Bender, Public Works Director

Date: May 26, 2015

Re: Request for Waiver of Bid Process for Lift Station Alarm System Service
Renewal

The cell phone based alarm system used at all 56 sewage lift stations was purchased from Mission Communications, LLC in 2004. Mission provides the communications service package for each of the alarm system locations. This service continuously monitors all 56 lift stations and provides Wastewater Department personnel with high wet well level alarms, power outage alarms and pump run time data via cell phone and e-mail. This alarm system greatly reduces the number of sanitary sewer overflows and reduces lift station operational costs. The communication service package provided is designed specifically for operating Mission alarm systems. Because the technology and service is provided exclusively by Mission Communications for the equipment currently utilized by the City, the communications service is a single source item. As a result, it would be neither practical nor feasible to advertise for competitive bidding and a waiver of competitive bidding is requested. This communications service package is a budgeted item and has been purchased from Mission Communications every year since the purchase of the alarm system was approved by City Council on April 27, 2004.



Mission Communications, LLC

3060 C Business Park Dr.
Norcross, GA 30071-5400

Phone: 678-969-0021
Fax: 678-969-0541

INVOICE

Invoice Date

5/7/2015

Invoice Number

40029813

S.O. No.

Bill To

Bentonville Wastewater Department
Attn: Accounts Payable
117 W Central Ave
Bentonville, AR 72712-5256
USA

Ship To

CUSTOMER PO			END USER		SHIPPING METHOD		DUE DATE	
Annual Service							6/6/2015	
			SALES REP ID	TERRITORY	SHIP DATE		Net 30	
			SA C	C	5/7/2015		PAYMENT TERMS	
QTY	Item	Description	Serial No.	Unit Name	Svc. Start	Svc. End	Unit Price	Extension
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	12MIS10916	LS #58 Highland Park	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	12MIS11052	LS #57 Central Park Sc...	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0561	LS #35 Kingsbury	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0562	LS #29 Beau Terre North	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0563	LS #09 Rice Rd	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0585	LS #48 Wildwood	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0586	LS #47 Stoneburrow	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0587	LS #27 Wal-Mart Dist.	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0588	LS #17 Salvation Army	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0589	LS #51 Morning Star	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0701	LS #02 South	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0702	LS #38 Windwood	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0703	LS #04 Lexington	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0704	LS #05 North A	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0705	LS #05 North B	6/1/2015	5/31/2016	347.40	347.40

Please make checks payable to Mission Communications, LLC

For your convenience Mission accepts credit cards. However, card information must be received within (7) days of the invoice date to avoid a 3% credit card processing fee.

If you have any questions concerning this invoice please contact Diane Muncher, 877-993-1911 x1002, dianem@123mc.com

Payment Received

Subtotal

Sales Tax

Balance Due

Page 1

Mission provides this service according to the published provisions under Mission's customer service agreement and terms of use.

**Mission Communications, LLC**

3060 C Business Park Dr.
Norcross, GA 30071-5400

Phone: 678-969-0021
Fax: 678-969-0541

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Invoice Date

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Bentonville Wastewater Department
Attn: Accounts Payable
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USA

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CUSTOMER PO			END USER		SHIPPING METHOD		DUE DATE	
Annual Service							6/6/2015	
			SALES REP ID	TERRITORY	SHIP DATE		Net 30	
			SA C	C	5/7/2015		PAYMENT TERMS	
QTY	Item	Description	Serial No.	Unit Name	Svc. Start	Svc. End	Unit Price	Extension
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0706	LS #06 Parkview	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0707	LS #08 Woods Creek	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0708	LS #10 Krystal Heights	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0709	LS #11 Stonehenge	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0710	LS #03 102	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0978	LS #13 Beau Terre	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0979	LS #14 Harbour Church	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0980	LS #15 Willow Banks	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0981	LS #16 AR National Ba...	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0982	LS #18 Hanover III	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0983	LS #21 Meadow Wood	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0986	LS #19 Marina	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1099	LS #25 Medical Center	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1100	LS #23 Vaughn LS	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1101	LS #44 White Oak Trail	6/1/2015	5/31/2016	347.40	347.40

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Phone: 678-969-0021

Fax: 678-969-0541

INVOICE

Invoice Date

5/7/2015

Invoice Number

40029813

S.O. No.

Bill ToBentonville Wastewater Department
Attn: Accounts Payable
117 W Central Ave
Bentonville, AR 72712-5256
USA**Ship To**

CUSTOMER PO			END USER		SHIPPING METHOD		DUE DATE	
Annual Service							6/6/2015	
			SALES REP ID	TERRITORY	SHIP DATE		Net 30	
			SA C	C	5/7/2015		PAYMENT TERMS	
QTY	Item	Description	Serial No.	Unit Name	Svc. Start	Svc. End	Unit Price	Extension
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1102	LS #43 Briar Chase	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1103	LS #26 Shell Rd	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1104	LS #40 Fairwinds	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1105	LS #30 Abby	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1106	LS #31 Straube	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1107	LS #33 Kensington	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1160	LS #24 Firestone	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1161	LS #28 Autumn Wood	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1162	LS #32 Nightingale	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1163	LS #34 Saddlebrook	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1164	LS #36 Phillips Park	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1165	LS #37 College Place	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1166	LS #39 Allencroft	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1167	LS #41 Creekstone	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1168	LS #42 Lockmore Club	6/1/2015	5/31/2016	347.40	347.40

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Payment Received

Subtotal

Sales Tax

Balance Due

Page 3

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**Mission Communications, LLC**3060 C Business Park Dr.
Norcross, GA 30071-5400

Phone: 678-969-0021

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INVOICE

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USA**Ship To**

CUSTOMER PO			END USER		SHIPPING METHOD		DUE DATE	
Annual Service							6/6/2015	
			SALES REP ID	TERRITORY	SHIP DATE		Net 30	
			SA C	C	5/7/2015		PAYMENT TERMS	
QTY	Item	Description	Serial No.	Unit Name	Svc. Start	Svc. End	Unit Price	Extension
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1169	LS #45 Chickadee	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1249	LS #46 Windmill Rd	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1250	LS #49 Kerehow Castle	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1251	LS #50 Stonegate	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1252	LS #52 Oak Lawn Hills	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS2330	LS #12 Blueberry New	6/1/2015	5/31/2016	347.40	347.40
1	580R	Service Package - M800 Series - 1 year, NON-SHIP, Renewal	689MIS2717	LS #01 McKisic card 3	6/1/2015	5/31/2016	563.40	563.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS2857	LS #53 Thornbrook	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS4077	LS #56 Angel Falls	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS4079	LS #55 Gramercy	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS5732	LS #54 Elm Tree	6/1/2015	5/31/2016	347.40	347.40
1	580R	Service Package - M800 Series - 1 year, NON-SHIP, Renewal	689MIS5739	Crystal Bridges 800	6/1/2015	5/31/2016	563.40	563.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS5740	Crystal Bridges 110	6/1/2015	5/31/2016	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS8559	LS #22 Orchard Park	6/1/2015	5/31/2016	347.40	347.40
1	580R	Service Package - M800 Series - 1 year, NON-SHIP, Renewal	689SFQ0627	LS #01 McKisic card 2	6/1/2015	5/31/2016	563.40	563.40

Please make checks payable to Mission Communications, LLC

Payment Received

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Subtotal

Sales Tax

If you have any questions concerning this invoice please contact Diane Muncher, 877-993-1911 x1002, dianem@123mc.com

Balance Due

Page 4

Mission provides this service according to the published provisions under Mission's customer service agreement and terms of use.

**Mission Communications, LLC**

3060 C Business Park Dr.
Norcross, GA 30071-5400

Phone: 678-969-0021

Fax: 678-969-0541

INVOICE

Invoice Date

5/7/2015

Invoice Number

40029813

S.O. No.

Bill To

Bentonville Wastewater Department
Attn: Accounts Payable
117 W Central Ave
Bentonville, AR 72712-5256
USA

Ship To

CUSTOMER PO			END USER		SHIPPING METHOD		DUE DATE	
Annual Service							6/6/2015	
			SALES REP ID	TERRITORY	SHIP DATE		Net 30	
			SA C	C	5/7/2015		PAYMENT TERMS	
QTY	Item	Description	Serial No.	Unit Name	Svc. Start	Svc. End	Unit Price	Extension
1	580R	Service Package - M800 Series - 1 year, NON-SHIP, Renewal	689SFQ0628	LS #01 McKisic card 1	6/1/2015	5/31/2016	563.40	563.40

Please make checks payable to Mission Communications, LLC

For your convenience Mission accepts credit cards. However, card information must be received within (7) days of the invoice date to avoid a 3% credit card processing fee.

If you have any questions concerning this invoice please contact Diane Muncher, 877-993-1911 x1002, dianem@123mc.com

Payment Received

Subtotal \$22,055.40

Sales Tax

Balance Due \$22,055.40

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH MISSION COMMUNICATIONS LLC. FOR CERTAIN ALARM SERVICES FOR THE CITY OF BENTONVILLE WASTEWATER SYSTEM AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Mission Communications, LLC, for a one year service package for 56 lift station alarms for the Wastewater Department in an amount not to exceed \$25,000.00, as per the Proposal attached hereto as Exhibit A.

Section 2: Because the technology is a unique service provided exclusively by Mission Communications for the equipment currently utilized by the City, and the service is a single source item, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	15-18
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

May 26, 2015

Submitted by:

Preston Newbill

Department

Water/Sewer

Phone

271-3142

ACTION REQUIRED:

Council Approval to award bid #15-18 to Hugg & Haul for one 3,400 pound diesel trench roller for the Water Utilities Department. This is an item included in our 2015 budget.

COST TO CITY:

Cost of this Request: \$33,540

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memorandum

To: City Council Members
CC: Mayor Bob McCaslin, Denise Land
From: Katherine Bertschy, Purchasing Agent
Date: 5/21/2015
Re: Bid award #15-18

The 2015 Water Department budget included \$40,000.00 for the purchase of one (1) Diesel powered Trench Roller. Formal bids were received from the following dealers:

Hugg & Hall Equipment	\$30,630.00
Springdale, AR	
H & E Equipment	\$40,501.86
Springdale, AR	

The Purchasing Office recommends award of Bid #15-18 for the Purchase of one (1) Diesel Powered Trench Roller to be purchased from Hugg & Hall Equipment of Springdale, AR for the amount of \$30,630.00.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 26, 2015

Submitted by:

Ben Peters

Department

Engineering

Phone

271-5993

ACTION REQUIRED:

A resolution for the Mayor and City Clerk to assign an airport ground lease from Cornerstone Aviation LLC to Hook em LLC. Said lease is known as Suite #13 2501 SW "I" Street.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: Ben Peters
CC: Travis Matlock
Date: May 18, 2015
Re: Lease Assignment

Tony Rogers dba Hook em LLC would like to be assigned the ground lease currently held by Cornerstone Aviation LLC known as Suite #13 of 2501 SW "I" street.

The current lease was entered on January 1, 2015. It is a 40 year lease with two five year options. The lease rate is \$0.20 per square foot with an escalator clause annually following CPI-U with an annual 2% cap.

The Airport Advisory Board has reviewed this assignment and has unanimously voted to recommend the assignment for approval.

Thank you for your consideration of this request.

Assignment of Ground Lease Agreement

The assignment of a certain Lease Agreement (the "Assignment") is made this ____ day of May 2015 between Cornerstone Aviation LLC (the "Assignor") and Hook em LLC. (the "Assignee")

Effective _____, 2015, the assignor assigns his Lease Agreement with Bentonville for property identified as Suite #13 of 2501 SW "I" St. Bentonville, AR 72712 to the Assignee.

The Assignee fully agrees to and accepts all terms and conditions of the Agreement and agrees to honor and adhere to these terms and conditions for the duration of the agreement.

By: _____ Date: _____
 Brian Baldwin
 Cornerstone Aviation, LLC

By: _____ Date: _____
Tony Rogers
Hook em LLC

This assignment is with the recommendation of the Airport Advisory Board and the permission of the City Council of Bentonville, AR, in accordance with the "Assignment" paragraph of the Agreement, attached.

By: _____ Date: _____
Bob McCaslin
Mayor, City of Bentonville

Attest: _____ Date: _____
Linda Spence
City Clerk

Acknowledgement

State of Arkansas)
County of Benton) SS.

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for the County and State aforesaid, personally appeared the within named _____, to me well known, who acknowledged himself to be the _____ of _____, the Lessee in the above and forgoing Lease Agreement, and that he, in such capacity, being authorized so to do, executed the forgoing instrument for the purposes therein contained, by signing the name of said limited liability company by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____ 2015

Notary Public

My Commission Expires:

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY
CLERK TO ASSIGN A LAND LEASE AGREEMENT FOR
A HANGAR SITE LOCATED AT THE BENTONVILLE
MUNICIPAL AIRPORT.**

Whereas: the City of Bentonville entered into a ground lease for an airplane hangar located at Suite #13 at 2501 SW "I" street on January 1, 2015;

Whereas: said lease contains a provision to assign the lease to a new lessee;

Whereas: a request has been made by Hook em LLC to be assigned the lease currently held by Cornerstone Aviation, LLC;

Whereas: the Airport Advisory Board has considered said assignment and unanimously recommends assignment;

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into a Land Lease Assignment with Hook em LLC for a hangar located at the Bentonville Municipal Airport. The provisions of the existing land lease shall be transferred in its entirety. Total leased area is 1425.0 square feet.

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 #	
x	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
x	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

May 26, 2015

Submitted by:

Ben Peters

Department

Engineering

Phone

271-5993

ACTION REQUIRED:

A resolution and budget adjustment to contract with Morrison Shipley Engineers for the design of a parallel taxiway on the west side of the airfield at Bentonville Municipal Airport.

COST TO CITY:

Cost of this Request: \$39,150

Additional Budget Amount \$39,150

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ -
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	39,150
Remaining After Adjustment	\$ 39,150

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





Date of Request: May 20, 2015

Justification:

FOR ACTING USE ONLY

Date: _____ Date entered: _____ By: _____

Memo



To: City Council, Mayor McCaslin
From: Ben Peters
CC: Travis Matlock
Date: May 20, 2015
Re: Contract for Engineering Services for Apron Design

Staff is requesting approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Morrison-Shipley Engineers, Inc. for engineering services associated with a West Side Parallel Taxiway Design for the Bentonville Municipal Airport in an amount not to exceed \$39,150. The Arkansas Department of Aeronautics has opened a one-time grant opportunity. The grant is for paving projects and is a 90% state 10% local match grant. The total grant amount is limited to \$500,000.00. If Bentonville is not selected for this particular grant, other grant opportunities will be available in the future. Having the design complete would be beneficial when those other grant opportunities become available.

A budget adjustment is necessary because this project was not scheduled to occur until 2016 according to the CIP plan. Since the new grant opportunity is available, I would like to move the design project up to 2015.

The engineering services will be governed by the Master Agreement with Morrison-Shipley Engineers, Inc. executed April 12, 2011.

Staff has reviewed this project with the FAA and the Arkansas Department of Aeronautics.

Thank you for your consideration of this request

APPENDIX 1**MASTER AGREEMENT
TASK ORDER**

TASK ORDER NO. 12
CLIENT NAME: City of Bentonville
PROJECT NAME: West Parallel Taxiway Improvements-Phase 1
PROJECT NO.: VBT-25

SERVICES PROVIDED SHALL BE IN ACCORDANCE WITH PROVISIONS OF MASTER AGREEMENT EXECUTED April 12, 2011 and as amended September 11, 2014.

1. SCOPE OF SERVICES & OTHER REQUIREMENTS	2. COST COMPONENTS
Engineer to provide surveying, construction plans and specifications, and bidding phase services on a lump sum fee basis for Phase 1 of a proposed parallel taxiway on the west side of RWY 18/36 at the Bentonville Municipal Airport. Said lump sum fee will also include the preparation of environmental documents for purposes of obtaining a categorical exclusion, and assistance with preparation of any ADA grant documents if necessary. Additionally, and as a separate reimbursable expense in addition to said lump sum fee, Engineer will employ a Geotechnical Engineering consultant for purposes of performing a geotechnical investigation of the site.	See Attached Exhibit 1 for Cost Components.
3. DELIVERABLES	4. SCHEDULED MILESTONES
Engineer to deliver to Client all items required in Engineer's contract with Client, including but not limited to, electronic CAD files, document files, and any other records or design files produced for the Project.	Engineer will complete plans and specifications by June 7, 2015 with the first advertisement for bidders issued on same date.
5. EXECUTION	

CITY OF BENTONVILLE
(CLIENT)

MORRISON-SHIPLEY ENGINEERS, INC.
(ENGINEER)

By: _____

Date _____

By: _____

Date _____

EXHIBIT 1 – TASK ORDER NO. 12

COST COMPONENTS

**West Parallel Taxiway Improvements – Phase 1 (VBT-25)
Bentonville Municipal Airport**

Surveying/Design/Environmental/Bidding:

\$35,000.00 (Billed Lump Sum)

Reimbursables (Billed at MSE's cost):

Geotechnical Investigation: \$ 3,400.00
(Materials Testing of Arkansas, Inc.)

Printing/Plan Distribution: \$ 750.00 (estimated)

TOTAL ALL COMPONENTS: **\$39,150.00**

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
MORRISON-SHIPLEY ENGINEERS FOR ENGINEERING
SERVICES FOR 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 Clerk be and are hereby authorized to enter into an Agreement with Morrison-Shipley Engineers for engineering services for the Bentonville Municipal Airport, including design of a parallel taxiway on the west side of the airfield, as set forth in the agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, May 26, 2015 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, May 26, 2015 6:00 p.m.
305 SW "A" Street**

**Public Comments on Tonight's Agenda Items (Limited Public Forum)
Questions, Comments and Discussion from Alderman on Tonight's Agenda
Call to Order
Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: May 12, 2015**

AGENDA

1. Planning:
 - 1a. **Mill Project LLC (Todd Jacobs): Lot Split, Lots 14, 15 & 16, Block 9 of Deming's Addition, Northwest 'B' Street & Northwest 4th Street, zoned R-3, Medium Density Residential.**

The planning commission voted 7-0 recommending approval.

The applicant has submitted a lot split application for property located at the southeast corner of the intersection of Northwest 'B' Street and Northwest 4th Street. The plat proposes the creation of three lots from one existing lot to be known as Lot 14 (0.10 acres), Lot 15 (0.08 acres) & Lot 16 (0.08 acres), Block 9 of Deming's Addition. Right-of-way along both streets is in compliance with the current master street plan. A 5' sewer easement is being dedicated along Northwest 'B' Street to provide the availability of sewer service to each lot. Water service is currently available to each lot. A variance for minimum lot area, lot width, lot depth and rear setback requirements was granted by the board of adjustments on April 8, 2015.

- 1b. **Sandra Edwards: Property Line Adjustment, Lot 11, Block 10 of Deming's 2nd Addition, Northeast 'A' Street, Zoned R-1, Single Family Residential.**

The planning commission voted 7-0 recommending approval.

The applicant has submitted a property line adjustment for property located on Northeast 'A' Street that would create one lot to be known as Lot 11 (0.47 acres), Block 10 of Deming's 2nd addition. Right-of-way is being dedicated along Northeast 'A' Street per the master street plan. Both water and sewer services are available to this property.

- 1c. **Charles & Brenda Rateliff: Rezoning, 1716 Southwest 2nd Street (State Highway 72) R-E, Residential Estate to R-1, Single Family Residential.**

The planning commission voted 7-0 recommending approval.

The applicants have requested a rezoning in order to split the property into 3 tracts, in order to build 2 additional residential homes.

2. Council approval of a resolution authorizing the Mayor and City Clerk to enter into a Supplemental Agreement for professional services with Garver Engineers, LLC for additional work required on the Highway 12 Improvements Project (AHTD job #090251) for an amount not to exceed \$27,500.00. This amount is to be reimbursed by the AHTD to the City, ultimately resulting in the supplemental agreement being at no cost to the City. See attached memo, budget adjustment form, letter from AHTD, and supplemental agreement.
3. District Court request approval of a resolution authorizing the Mayor to enter into a contract with Journal Technologies, Inc. for the purchase and configuration of Justice Web. This is an additional license to the current case management software that will allow for a public view of District Court case records/information and the potential for E-Filing of paperwork.
4. City Council approval of a resolution declaring certain items as surplus to be sold at Public Auction. (See attached list.)
5. Recommend Mayor and City Council award bid #15-25 for single phase pad mount transformers to the lowest bidder as shown on the attached bid tabulation in the amount of \$69,800.00.
- 6a. City recommends Council approval of an ordinance to amend the 2015 Pay Plan for the Electric Department to remove the "Electric Manager" and "Electric Department Project Manager" positions and add the "Electric Department Crew Leader" position.
- 6b. City recommends council approval of a budget adjustment for the changes to the 2015 Pay Plan for the Electric Department.

7. Request waiver of bid process for a 1-year communications service package renewal with Mission Communications, LLC for the alarm systems on all 56 lift stations. This is a budgeted item.
8. Council Approval to award bid #15-18 to Hugg & Haul for one 3,400 pound diesel trench roller for the Water Utilities Department. This is an item included in our 2015 budget.
9. A resolution for the Mayor and City Clerk to assign an airport ground lease from Cornerstone Aviation LLC to Hook em LLC. Said lease is known as Suite #13 2501 SW "I" Street.
10. A resolution and budget adjustment to contract with Morrison-Shipley Engineers for the design of a parallel taxiway on the west side of the airfield at Bentonville Municipal Airport.