

1. Agenda

Documents:

[JULY 28, 2015 CITY COUNCIL FULL AGENDA.PDF](#)

2. Short Agenda

Documents:

[JULY 28, 2015 CITY COUNCIL SHORT AGENDA.PDF](#)



**Revised Agenda:
Correction for Item No. 6**

BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, July 28, 2015 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, July 28, 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: July 14, 2015**

AGENDA

1. Recognition by City Council of Michael and Lisa Clark who live at 108 SE 3rd Street. The property was nominated by a Bentonville resident and won the July Residential Yard of the Month award. Please refer to memo. **(Pages 5-7)**
2. Recognition by City Council of Steve and Nick Fisher with Dream Structures, the exclusive builders of Wildwood Subdivision, Phase V. Steve and Nick Fisher are the first recipients of the City of Bentonville's "Grow with Trees Award". Please refer to memo. **(Pages 8-10)**
3. Planning:
- 3a. **Hope Church of Northwest Arkansas: Lot Split, Lots 3 & 4 Schulz Addition, 1700 Southeast Moberly Lane, Zoned, R-1, Single Family Residential.** **(Pages 13-16)**

The planning commission voted 7-0 recommending approval.

The applicant has submitted a lot split for property located at 1700 Southeast Moberly Lane that resides in the R-1, Single Family zoning district. The plat as provided by the applicant indicates the creation of two new lots and will be known as Lot 3 (6.44 acres) and Lot 4 (2.94 acres) of Schulz Addition. Right-of-way is being dedicated along Southeast Moberly Lane per the master street

plan. Right-of-way is also being dedicated for a future cul-de-sac to be constructed at the east end of Southeast 17th Street. A cross access easement, utility easement and drainage easement are being dedicated with the plat. Water and sewer services are available to both lots.

- 3b. **City of Bentonville: Property Line Adjustment, Lot 18, Block 1, Smartts Addition, 401 South Main Street, Zoned R-1, Single Family Residential.**
(Pages 17-20)

The planning commission voted 7-0 recommending approval.

The applicant has submitted a property line adjustment for property located at 402 South Main Street that resides in the DE, Downtown Edge zoning district. The plat as provided by the applicant proposes the creation of one new lot from three existing lots and will be known as Lot 18, Block 1, of Smartts Addition (0.51 acres). Right-of-way and a utility easement are both being dedicated along South Main Street. Water and sewer services are available to this location.

- 3c. **Sally and Roger Jones: Rezoning, R-1, Single Family Residential to R-2, Duplex & Patio Home Residential, Oakwood Avenue (Lot 8 Morrison Heights 2)**
(Pages 21-25)

The planning commission voted 7-0 recommending approval.

The applicant has requested a rezoning from R-1 to R-2. This lot is undeveloped within a duplex and patio home subdivision. The R-2 District will allow the last remaining lot within the established duplex subdivision to be developed and will be consistent with the surrounding homes while providing a variety of housing types in an area of the city where the environment is compatible with low to moderate density residential development.

- 3d. **Emerald Isle Holding, LLC: Rezoning, Southwest 'B' & Southwest 4th Street, Single Family Residential to D-E, Downtown Edge.**
(Pages 26-30)

The planning commission voted 7-0 recommending approval.

The applicants have requested a rezoning from R-1 to R-2 to build 3 single family structures on the property.

- 3e. **Mathias Shopping Centers Inc.: Rezoning Request from R-1, Single Family Residential to I-1, Light Industrial.**
(Pages 31-36)

The planning commission voted 7-0 recommending approval.

The applicants have requested a rezoning from R-1 to I-1. The property is currently undeveloped.

4. Request acceptance of a bid from Frank Sharum Landscape Design in the amount of \$68,462.00 to allow for the purchase and delivery of 988 trees in 12 varieties for the 3rd Annual Tree Planting Blitz to be held on October 16, 2015.
(Pages 37-43)

5. Public Hearing and ordinance vacating a utility easement located in part of Lot 18 of Blueberry Heights Subdivision, to the City of Bentonville, Arkansas, Benton County, Arkansas. **(Pages 44-47)**
6. A resolution setting a public hearing for August 11, 2015 and correcting and amending Item #6 for an alley and right of way vacation in W.A. Burks Addition. **(Pages 48-51)**
7. A resolution for the Mayor and City Clerk to assign an airport ground lease from Cornerstone Aviation LLC to Benjamin and Felicity Meyer. Said lease is known as Suite #5 2501 SW "I" Street. **(Pages 52-58)**
8. Council approval of a resolution authorizing the Mayor and Clerk to enter into Supplemental Agreement #3 for professional services with Burns & McDonnell Engineering for additional services and scope of work on the 8th Street Improvements Project in the amount of \$234,268.06. See attached memo and supporting contract documents. This supplemental agreement has been approved by the AHTD and FHWA. **(Pages 59-74)**
9. Council approval of a resolution authorizing the Mayor and Clerk to enter into an agreement with Natural State Stream Land Company for the purchase of streambank mitigation credit requirements (9,873 credits) by the Corps of Engineers for the Tributary 2 Drainage Project for \$42/credit (total of \$414,666). See attached memo and supporting documentation. **(Pages 75-81)**
10. Request a budget adjustment in the amount of \$345,000.00. This amount will purchase, equip, and provide set up for seven (7) 2016 Chevrolet Tahoes and replace five (5) cameras. These Tahoes will replace five (5) total 2008 and 2009 Ford Crown Victorias, and one (1) 2008 Dodge Durango that are scheduled for replacement in the 2016 Budget. The amount will also purchase one additional Tahoe to be used for the previously approved, mid-year personnel addition of the Community Officer (Note: the vehicle for the second approved position, the Domestic Violence Detective, was purchased by the Benton County Prosecutor's Office at no cost to the City). This budget adjustment is related to GM overselling 2015 models and subsequently converting 2015 models to 2016 models, leaving a local dealer (Superior in Siloam Springs) with available units that will meet our specifications. Additionally, Chevrolet has also developed a police pursuit vehicle Tahoe (PPV) with fully selectable 4 wheel drive. These 4WD PPV Tahoes are identical in capability to our present 2WD Tahoes but have all weather capabilities and can be available to the City at 2015 State Bid prices (approximately \$32,000.00 as equipped per vehicle). The cost reflected in this adjustment is our 2015 budgeted amount per vehicle (\$45,000.00) which allows for a \$32,000.00 vehicle cost and a \$13,000.00 equipment and set up cost and includes five car cameras (\$30,000.00). Considering an estimated cost increase next year (vehicles and equipment) of 3%, the early purchase of these vehicles would represent a cost saving to the city of about \$10,350.00. Additionally, due to the upgrade to 4 wheel drive vehicles with speed rated capabilities, this purchase would also increase the safety and capabilities of our police department with more all-weather capable vehicles that still retain better handling and stopping characteristics. **(Pages 82-83)**

11. Request that the City Council declare certain items as being surplus, namely two (2) Remington 700 rifles. These rifles are more than 13 years old, are no longer in service, and were replaced with newer models in 2013. The rifles include serial numbers E6762124 and G6532294. Upon being declared surplus the above mentioned weapons can be traded in for a \$300.00 credit per firearm (\$600.00 total trade in) to a vendor (Class 3 firearms dealer) with which the city currently does business, such as Mile High Shooting or Phoenix Distributors. This trade in amount can be utilized to offset the cost of SWAT Team rifles that were previously budgeted for 2015. This trade in will provide for both a responsible disposition of these retired weapons and an overall cost savings to the city. **(Pages 84-85)**
12. Recommend Mayor and city Council award the bid for Right of Way Clearing to Asplundh Tree Expert Co. as shown on the attached bid form. **(Pages 86-96)**
13. Request City Council approve the destruction (by shredding) of Sixty Three (63) "Copy-Paper-Sized" boxes of old City records. These old records had been stored in the former City Clerk's file storage room, and then in the 2nd floor break room of City Hall. These old records have been reviewed twice by Human Resources and the Finance department, and any records that required retention have been removed from these records. **(Pages 97-98)**



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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 28, 2015

Submitted by:

Danielle Shasteen

Department

Community Development

Phone

271-6827

ACTION REQUIRED:

Recognition by City Council of Michael and Lisa Clark who live at 108 SE 3rd Street. The property was nominated by a Bentonville resident and won the July Residential Yard of the Month award. Please refer to memo.

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

Date: July 20, 2015
To: Bentonville City Council
From: Danielle Shasteen, AICP, Senior Planner
RE: Residential Yard of the Month Award

Dear Bentonville City Council,

Included in the 2011 "Big Tidy Up" Campaign, a "Residential Yard of the Month" award was created to recognize Bentonville residents who have improved and maintained the exterior landscaping of their homes. The City's Tree & Landscape Advisory Committee has committed to continue this award within their community outreach activities.

The award recognizes the hard work and pride exhibited by Bentonville residents because we are proud to have a community that strives to beautify their homes, neighborhoods, and the City of Bentonville.

The award is intended to inspire others to take pride in their home, improve their landscaping, pick-up litter, and to improve the quality of life in the City of Bentonville.

The evaluation criteria are based on five categories: consistent maintenance, tasteful and creative landscaping, lawn accents, good use of seasonal color, and overall appearance.

Bentonville residents can nominate themselves or others for the award. Michael and Lisa Clark reside at 108 SE 3rd Street and are the winners for the month of July. The property was nominated by a Bentonville resident.

The Clarks have lived in Bentonville at their current residence for 20 years. Lisa's passion for landscaping and gardening began 22 years ago. The landscaping is a mix of perennials and annuals and incorporates some native species such as Black Eyed Susan's and Cone Flowers. The Clarks also have a passion for cooking and as a result cultivate edible plants including berry bushes and herbs for use in their cooking. Their landscaping is a team effort as Lisa takes care of the landscape flowers and Michael takes care of the vegetables.

Award winners are honored by the Mayor at a City Council meeting and are presented with a decorative yard sign designating their yard as a winner. A photograph of the Clarks and their winning landscaping will be placed in the next edition of the City of Bentonville's newsletter, the "Bentonville Focus".

Respectfully,

Danielle

Danielle Shasteen, AICP
Senior Planner





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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 28, 2015

Submitted by:

Danielle Shasteen

Department

Community Development

Phone

271-6827

ACTION REQUIRED:

Recognition by City Council of Steve and Nick Fisher with Dream Structures, the exclusive builders of Wildwood Subdivision, Phase V. Steve and Nick Fisher are the first recipients of the City of Bentonville's "Grow with Trees Award". Please refer to memo.

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

Date: July 20, 2015
To: Bentonville City Council
From: Danielle Shasteen, AICP, Senior Planner
RE: "Grow with Trees" Award

Dear Bentonville City Council,

The City of Bentonville's Tree & Landscape Advisory Committee established the "Grow with Trees Award" in July 2015 to recognize those in the community that have made a direct impact on increasing and/or preserving Bentonville's tree canopy.

Steve and Nick Fisher with Dream Structures are the first winners of the award. The award is presented based on the size of the trees planted in the front yards of new homes in Wildwood Subdivision, Phase V, which is located at the intersection of SW Morningstar Road and SW Mahogany Avenue. Dream Structures is the exclusive builder for Wildwood Phase V.

The trees planted in the front yards of the single family homes vary in size from 6 to 7-inches in caliper with heights as tall as 35-feet, which far exceeds the city's required 2-inch caliper size for trees planted on single family residential lots. The youngest tree planted in this development is 15 years old. Trees species include Pin Oak, River Birch, White Pine, and five varieties of Maple trees. To ensure the tree's survival, a clause is included in the contract with the homeowner ensuring the trees on their property receive adequate water and tree care.

The trees make a direct impact by increasing Bentonville's tree canopy in an area that has the least amount of tree canopy cover and highest tree planting potential based off of the Urban Tree Canopy Assessment completed in August 2014.

Award winners are recognized at a Planning Commission meeting and are honored by the Mayor at a City Council meeting. A photograph will be placed in the next edition of the City of Bentonville's newsletter, the "Bentonville Focus".

Respectfully,

Danielle

Danielle Shasteen, AICP
Senior Planner



**City Council
Agenda
July 28, 2015**

Hope Church of Northwest Arkansas: Lot Split, Lots 3 & 4 Schulz Addition, 1700 Southeast Moberly Lane, Zoned, R-1, Single Family Residential.

The planning commission voted 7-0 recommending approval.

The applicant has submitted a lot split for property located at 1700 Southeast Moberly Lane that resides in the R-1, Single Family zoning district. The plat as provided by the applicant indicates the creation of two new lots and will be known as Lot 3 (6.44 acres) and Lot 4 (2.94 acres) of Schulz Addition. Right-of-way is being dedicated along Southeast Moberly Lane per the master street plan. Right-of-way is also being dedicated for a future cul-de-sac to be constructed at the east end of Southeast 17th Street. A cross access easement, utility easement and drainage easement are being dedicated with the plat. Water and sewer services are available to both lots.

City of Bentonville: Property Line Adjustment, Lot 18, Block 1, Smartts Addition, 401 South Main 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 at 402 South Main Street that resides in the DE, Downtown Edge zoning district. The plat as provided by the applicant proposes the creation of one new lot from three existing lots and will be known as Lot 18, Block 1, of Smartts Addition (0.51 acres). Right-of-way and a utility easement are both being dedicated along South Main Street. Water and sewer services are available to this location.

Sally and Roger Jones: Rezoning, R-1, Single Family Residential to R-2, Duplex & Patio Home Residential, Oakwood Avenue (Lot 8 Morrison Heights 2)

The planning commission voted 7-0 recommending approval.

The applicant has requested a rezoning from R-1 to R-2. This lot is undeveloped within a duplex and patio home subdivision. The R-2 District will allow the last remaining lot within the established duplex subdivision to be developed and will be consistent with the surrounding homes while providing a variety of housing types in an area of the city where the environment is compatible with low to moderate density residential development.

Emerald Isle Holding, LLC: Rezoning, Southwest 'B' & Southwest 4th Street, Single Family Residential to D-E, Downtown Edge.

The planning commission voted 7-0 recommending approval.

The applicants have requested a rezoning from R-1 to R-2 to build 3 single family structures on the property.

Mathias Shopping Centers Inc.: Rezoning Request from R-1, Single Family Residential to I-1, Light Industrial.

The planning commission voted 7-0 recommending approval.

The applicants have requested a rezoning from R-1 to I-1. The property is currently undeveloped.

Planning Commission Staff Report Lot Split: Lots 3 & 4 Schulz Addition

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP Community Development Director
FROM: Jon Stanley, Planner
PC DATE: July 21, 2015

GENERAL INFORMATION:

Project Number: 15-05000028

Applicant: Hope Church of Northwest Arkansas

Representative: Craig Davis (ESI Consulting Engineers)

Requested Action: Lot Split Approval

Location: 1700 Southeast Moberly Lane

Existing Zoning: R-1, Single Family Residential

Land Use Plan: Commercial

BACKGROUND:

The applicant has submitted a lot split for property located at 1700 Southeast Moberly Lane that resides in the R-1, Single Family zoning district. The plat as provided by the applicant indicates the creation of two new lots and will be known as Lot 3 (6.44 acres) and Lot 4 (2.94 acres) of Schulz Addition. Right-of-way is being dedicated along Southeast Moberly Lane per the master street plan. Right-of-way is also being dedicated for a future cul-de-sac to be constructed at the east end of Southeast 17th Street. A cross access easement, utility easement and drainage easement are being dedicated with the plat. Water and sewer services are available to both lots.

SURROUNDING LAND USES AND ZONING:

Direction	Zoning	Land Use
North	R-1, Single Family Residential	Low Density Residential
South	R-1, Single Family Residential & R-O, Residential Office	Low Density Residential & Commercial
East	R-4, High Density Residential & C-2, General Commercial	Low Density Residential
West	R-1, Single Family Residential	Commercial & High Density Residential

STREETS

Direction	Name	Classification
North	-	-
South	-	-
East	Southeast Moberly Lane	Arterial
West	-	-

TRAFFIC FINDINGS

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

STANDARD CONDITIONS OF APPROVAL

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

ISSUES / ANALYSIS:

Site Inspection: A site inspection was completed; this site is the location of an existing religious facility in an established commercial and residential area.

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

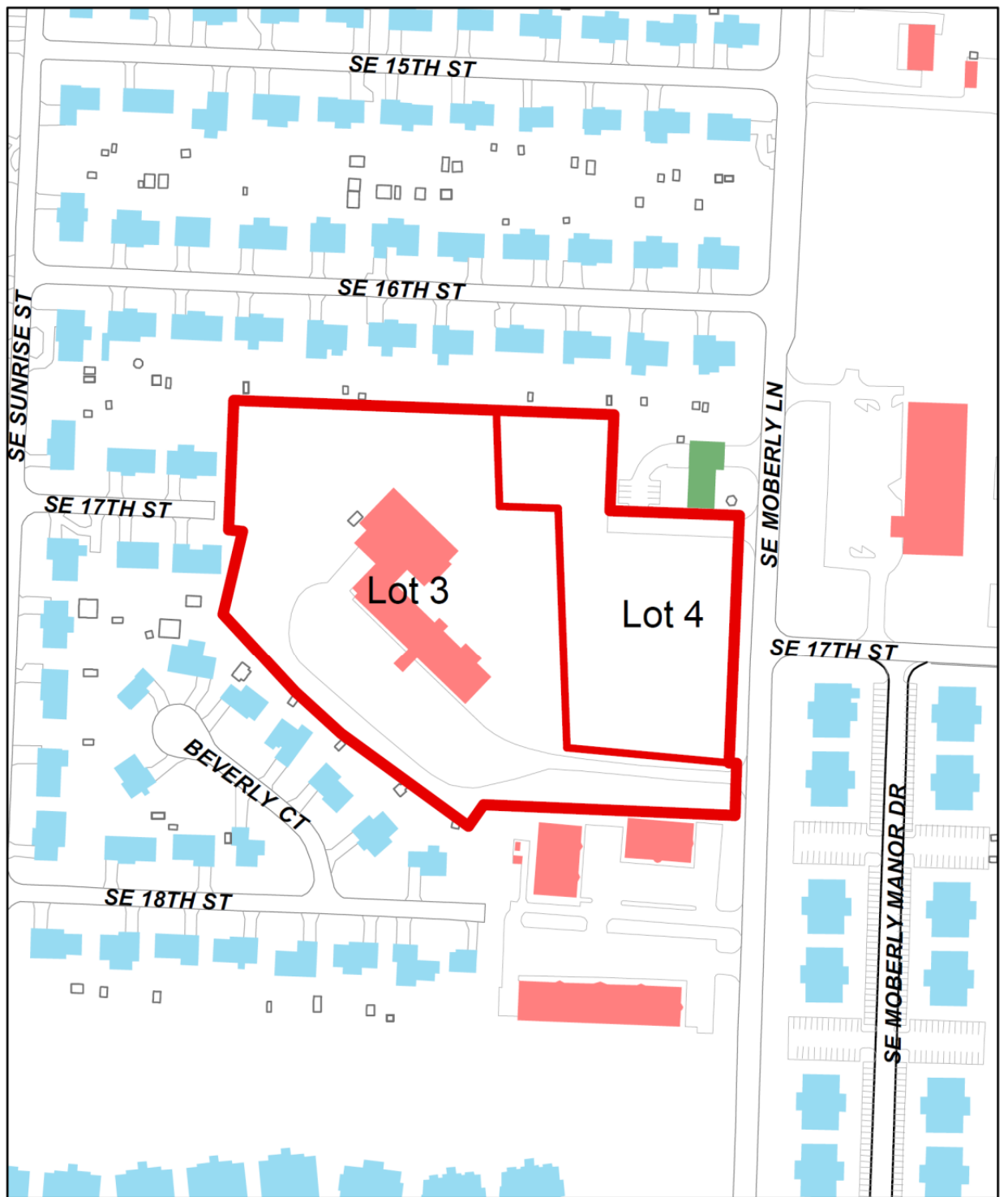
Water / Sewer: Per the G.I.S. site, water and sewer currently in use on site.

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**.



1 inch = 183 feet

15-05000028
 Lot Split-Hope Church of Northwest Arkansas
 SE Moberly Lane
 Lot 1 Schulz Addition
 Lot 3 6.44 Acres- Lot 4 2.94 Acres



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 3 & 4 SCHULZ 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 3 & 4 Schulz Addition, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 21st day of July, 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 3 & 4 Schulz 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 18, Block 1, Smartts

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP Community Development Director
FROM: Jon Stanley, Planner
PC DATE: July 21, 2015

GENERAL INFORMATION:

Project Number: 15-07000011

Applicant: City of Bentonville

Representative: Peter Farmer (Sand Creek Engineering)

Requested Action: Property Line Adjustment Approval

Location: 402 South Main Street

Existing Zoning: R-1, Single Family Residential

Land Use Plan: Mixed Use

BACKGROUND:

The applicant has submitted a property line adjustment for property located at 402 South Main Street that resides in the DE, Downtown Edge zoning district. The plat as provided by the applicant proposes the creation of one new lot from three existing lots and will be known as Lot 18, Block 1, of Smartts Addition (0.51 acres). Right-of-way and a utility easement are both being dedicated along South Main Street. Water and sewer services are available to this location.

SURROUNDING LAND USES AND ZONING:

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

STREETS

Direction	Name	Classification
North	Southwest 4 th Street	Local
South	-	-
East	South Main Street	Collector
West	-	-

TRAFFIC FINDINGS

(c) Traffic data for the nearest intersections are as follows: N/A.

(d) Traffic summary software predicts the additional traffic for this project is: N/A.

STANDARD CONDITIONS OF APPROVAL

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

ISSUES / ANALYSIS:

Site Inspection: A site inspection was completed; this site is the location of the city's existing surplus storage facility in an established mixed use area of downtown.

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

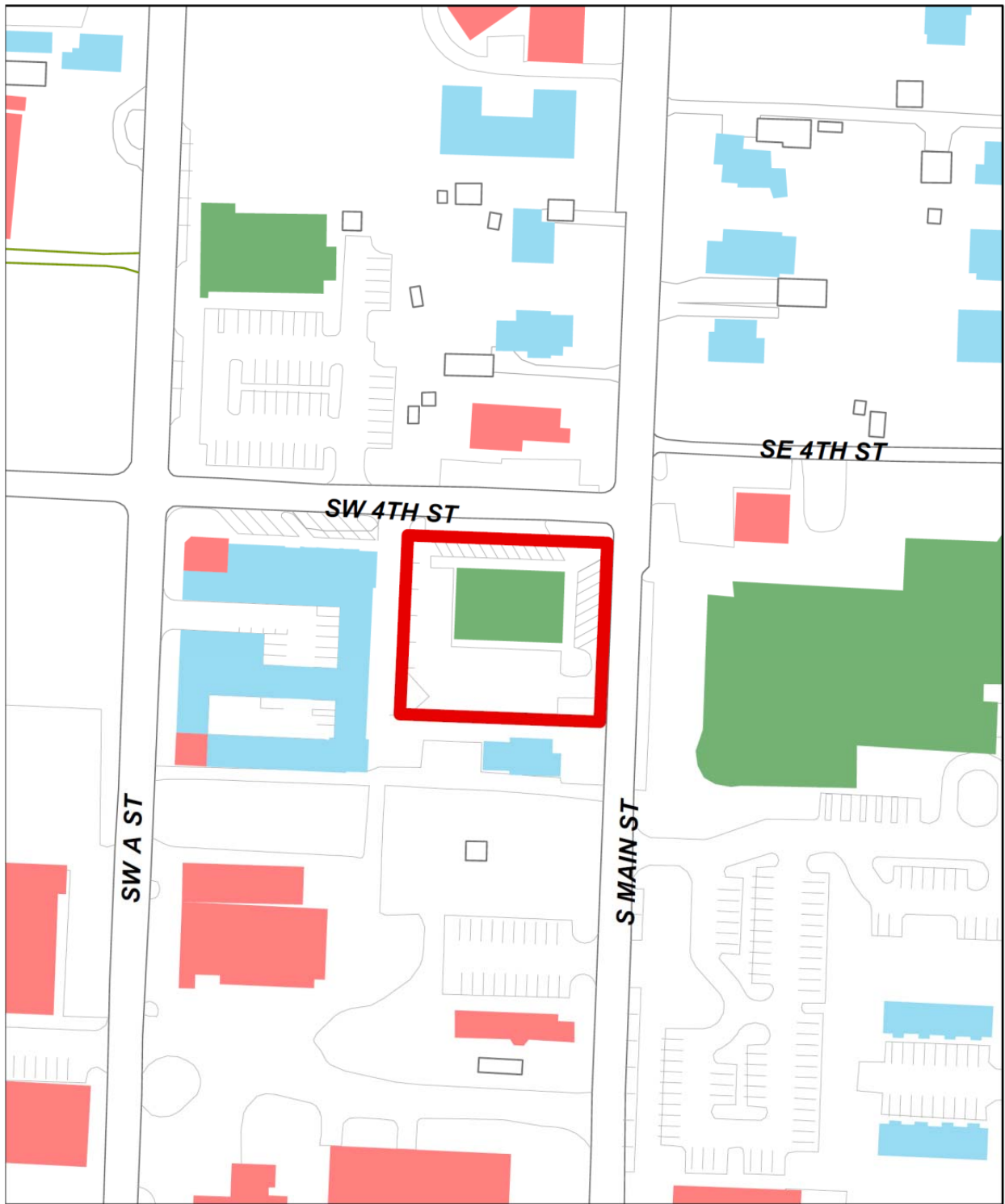
Water / Sewer: Per the G.I.S. site, water and sewer currently in use on site.

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**.



1 inch = 100 feet

15-07000011
 Property Line Adjustment-City of Bentonville
 402 S Main Street
 Lots 1, 4, 5 Block 1 Smartts Addition
 .57 Acres Total



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 18, BLOCK 1 OF SMARTTS 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 18, Block 1 of Smartts Addition, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 21st day of July, 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 18, Block 1 of Smartts 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: July 21, 2015

The City of Bentonville, Arkansas

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

REZONING: Jones

(R-1, Single Family Residential to R-2, Duplex & Patio Home 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: July 21, 2015

GENERAL INFORMATION

H.T.E. Project Number: 15-09000024

Applicant/Current Owner: Sally & Roger Jones

Representative: Roger Jones

Requested Action: Rezoning

Location: Oakwood Avenue (Lot 8 Morrison Heights 2)

Existing Zoning: R-2, Single Family Residential

Proposed Zoning: R-2, Duplex & Patio Home Residential

Future Land Use Map Designation: Low Density Residential

BACKGROUND / HISTORY

Property Description/Site Inspection: A site inspection was completed; this lot is undeveloped within a duplex and patio home subdivision.

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

Surrounding Land Uses & Zonings:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	Commercial Office	C-2, General Commercial	Office
South	Duplex	R-1, Single Family Residential	Low Density Residential
East	Duplex	R-2, Duplex & Patio Home Residential	Low Density Residential
West	Vacant	C-2, General Commercial	Office

Surrounding Streets & Classifications:

Direction	Name	Master Street Plan Classification	Current Condition
North	-	-	-
South	-	-	-
East	Oakwood Avenue	Collector	2 lane asphalt
West	-	-	-

LEGAL NOTIFICATIONS

Public Notice: On **June 26, 2014**, the property owner and/or representative mailed certified public notices to property owners within a 200 foot radius of the subject site and staff published a legal notice in the Arkansas Democrat-Gazette, Northwest Arkansas Addition on **June 19, 2104**. In addition, staff posted a notice of public hearing sign on the property on **July 6, 2014**. This **DOES** meet legal noticing requirements and are adequate for the scope of this rezoning application.

RELATIONSHIP TO THE GENERAL PLAN AND FUTURE LAND USE MAP

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

Finding(s) of Staff: It is the intent of the R-2, Duplex and Patio Home Residential zoning designation to permit slightly higher population density than the R-1, Single Family District. The R-2 District will allow the last remaining lot within the established duplex subdivision to be developed and will be consistent with the surrounding homes while providing a variety of housing types in an area of the city where the environment is compatible with low to moderate density residential development.

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 classification allows for the development of two-family homes in an already established subdivision which will not adversely impact the traffic volume of the subdivision.

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

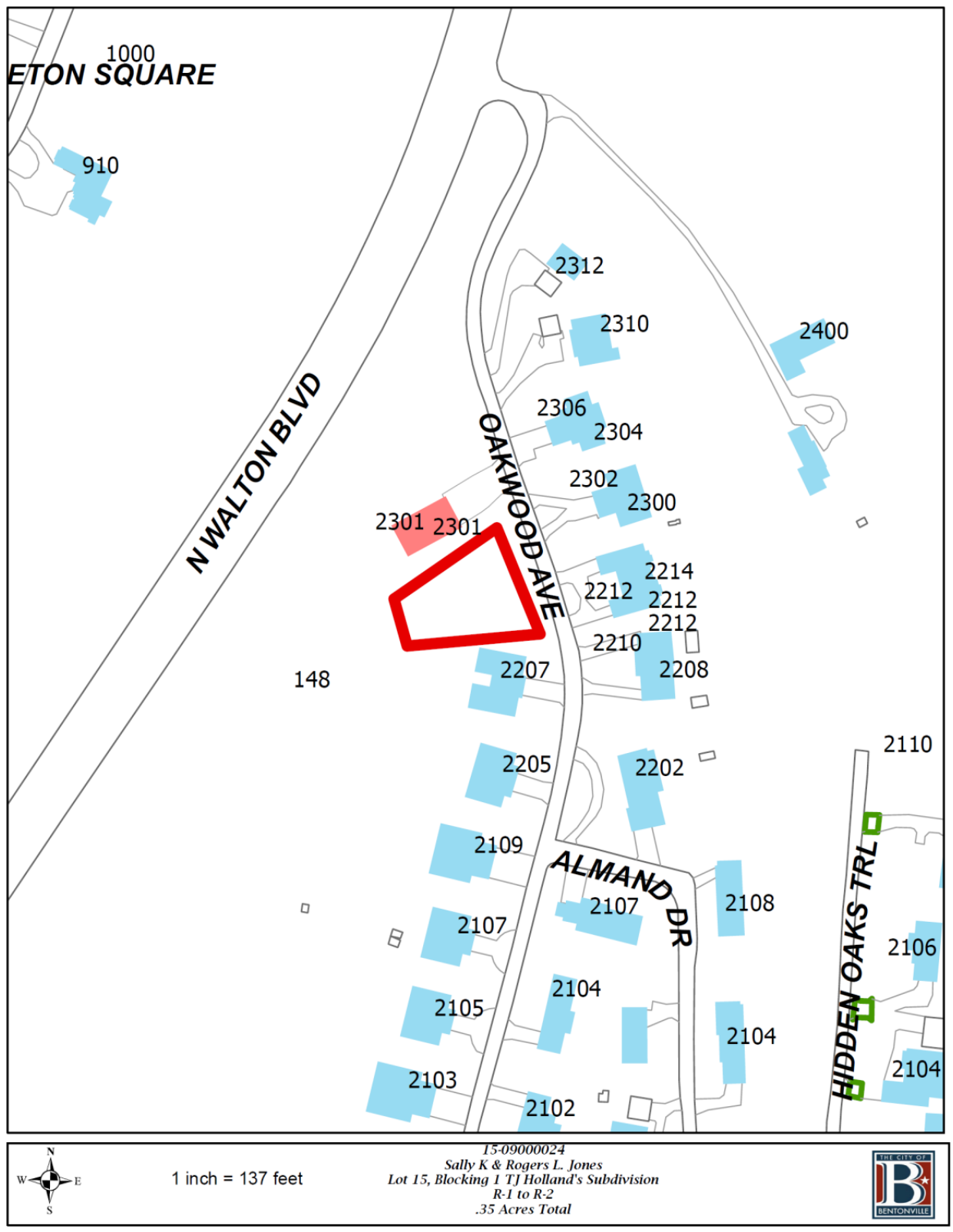
Finding(s) of Staff: Water service is available to the site however sewer service not available at this location and will require a public sewer main extension prior to issuance of a building permit.

ANALYSIS, CONCLUSION, & SUMMARY

The proposed zoning classification would be consistent with surrounding properties and will allow more diverse housing options in an established low density residential subdivision.

STAFF RECOMMENDATION

This rezoning request **IS** consistent with surrounding properties which are duplex and patio homes in a low density residential area. Staff has reviewed this application and based on the findings presented in this staff report, staff recommends **APPROVAL** of this rezoning from **R-1, Single Family Residential** to **R-2, Duplex and Patio Home Residential**.



ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION TO R-2, DUPLEX & PATIO HOME RESIDENTIAL.

WHEREAS, Sally and Roger Jones, 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-2 property to be used in accordance with city zoning laws and state laws; which property is described as follows:

Lot 8, Morrison Heights II, a Subdivision to the City of Bentonville, Benton County, Arkansas, as shown in Plat Record 16 at Page 155.

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 21st day of July 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-2 property;

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

Section 1: That the above described real property is hereby changed from its present classification to R-2 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



PC Meeting of: July 21, 2015

The City of Bentonville, Arkansas

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

**REZONING: Emerald Isle Holding, LLC, R-1, Single Family Residential to D-E,
Downtown Edge**

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: July 21, 2016

GENERAL INFORMATION

H.T.E. Project Number: 15-09000025
Applicant/Current Owner: Emerald Isle Holding, LLC
Representative: Adam Strickland & Jake Newell (Bike Rack Development)
Requested Action: Rezoning
Location: Southwest 'B' & Southwest 4th Street (southeast corner of intersection)
Existing Zoning: R-1, Single Family Residential
Proposed Zoning: D-E, Downtown Edge
Future Land Use Map Designation: Mixed Use

BACKGROUND / HISTORY

Property Description/Site Inspection: A site inspection was completed; this property is vacant in a rapidly developing mixed use area of downtown.

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

Surrounding Land Uses & Zonings:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	Vacant Parcel	R-1, Single Family Residential	Mixed Use
South	Commercial retail/office building	R-1, Single Family Residential	Mixed Use
East	Two duplexes	R-O, Residential Office	Mixed Use
West	Single Family Residence	R-1, Single Family Residential	Downtown Mixed Use Residential

Surrounding Streets & Classifications:

Direction	Name	Master Street Plan Classification	Current Condition
North	Southwest 4 th Street	Local Street	2 lane residential Street
South	-	-	-
East	-	-	-
West	Southwest 'B' Street	Local Street	2 lane residential Street

LEGAL NOTIFICATIONS

Public Notice: On, June 29, 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, June 19, 2015. In addition, staff posted a notice of public hearing sign on the property on July 6, 2015. This **DOES** meet legal noticing requirements and are adequate for the scope of this rezoning application.

RELATIONSHIP TO THE GENERAL PLAN AND FUTURE LAND USE MAP

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

Finding(s) of Staff: The Master land use plan depicts this property has Mixed Use which is consistent with the proposed request of D-E, Downtown Edge. Appropriate policies shall provide for a transition area between downtown commercial and single family residential. According to Policy LU-16 Infill Development of the General Plan "The City shall encourage the development of mixed-use and residential projects with in the downtown area to increase the community's housing stock and to enhance the vitality of downtown businesses. Policy LU-23 Housing Types states "the City should encourage the development of a mix of housing types to the meet the needs of residents...". The proposed rezoning will meet the intent of both policies therefore the request is consistent with good land use planning and the general plan.

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

Finding(s) of Staff: The proposed development will not create an increase to traffic danger in the area. The existing street infrastructure is adequate for the proposed traffic.

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

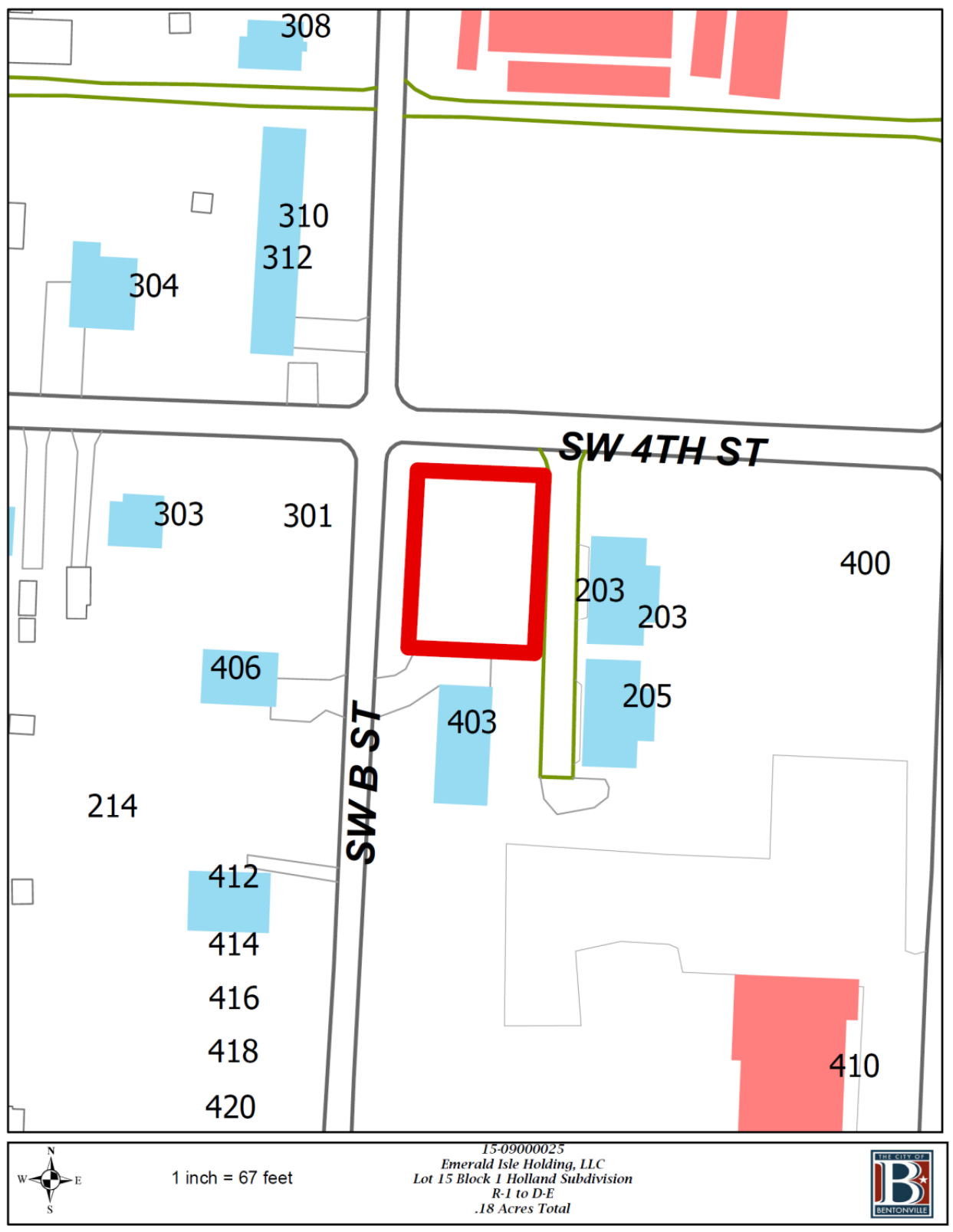
Finding(s) of Staff: **The proposed zoning will not adversely impact the public infrastructure. Emergency services are adequate at this location.**

ANALYSIS, CONCLUSION, & SUMMARY

The rezoning request is consistent with the City of Bentonville's Future Land Use Map, which depicts this property as mixed use. According to the general plan this designation permits for a range of residential types with supportive neighborhood-scale commercial uses. The Downtown Edge zoning classification creates an area of transition between the downtown core to the east and the low density residential to the west. The Downtown Edge allows for commercial and residential mixed use developments and will have the greatest potential for infill and redevelopment. The proposed zoning will add density to downtown therefore helping retain current commercial uses in the downtown area.

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-1, Single Family Residential to D-E, Downtown Edge



ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION TO D-E DOWNTOWN EDGE.

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

Lot 15, Block 1, Holland's Subdivision, Bentonville, Benton County, Arkansas, as shown on property line adjustment filed in Plat Record 2005 at Page 597.

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 21st day of July 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 D-E;

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 D-E 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



PC Meeting of: July 21, 2015

The City of Bentonville, Arkansas

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

REZONING: Mathias Shopping Centers, R-1, Single Family Residential to I-1, Light Industrial

Current Planning Division Correspondence: Planning Commission Staff Report

TO: City of Bentonville, Arkansas Planning Commission
FROM: Beau Thompson, Planner
THRU: Troy Galloway, AICP, Community Development Director
DATE: July 21, 2015

GENERAL INFORMATION

H.T.E. Project Number: 15-09000026

Applicant/Current Owner: Mathias Shopping Centers Inc.

Representative: Josh Hite with Kutak Rock LLP

Requested Action: Rezoning

Location: Southwest Regional Airport Boulevard and Southwest Barron Road

Existing Zoning: R-1, Single Family Residential

Proposed Zoning: I-1, Light Industrial

Future Land Use Map Designation: Commercial and Industrial

BACKGROUND / HISTORY

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

Previous Rezoning Requests for this Property: The property was rezoned from A-1, Agricultural to R-1, Single Family Residential on July 20, 2004. A single family subdivision was approved on November 2, 2004 but never constructed.

Surrounding Land Uses & Zonings:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	Benton County Fairgrounds	A-1, Agricultural	Public
South	Agricultural	Benton County	Low Density Residential
East	Fueling Station and Agricultural	C-2, General Commercial and Agricultural	Agricultural and Mixed Use
West	Agricultural	R-4, High Density Residential and A-1,	Industrial

		Agricultural	
--	--	--------------	--

Surrounding Streets & Classifications:

Direction	Name	Master Street Plan Classification	Current Condition
North	Southwest Regional Airport Boulevard	Arterial	2 lane no curb or gutter
South			
East	Southwest Barron Road	Collector Street	Asphalt no curb or gutter
West			

LEGAL NOTIFICATIONS

Public Notice: On June 12, 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 June 19, 2015. In addition, staff posted a notice of public hearing sign on the property on July 6, 2015. This DOES meet legal noticing requirements and are adequate for the scope of this rezoning application.

RELATIONSHIP TO THE GENERAL PLAN AND FUTURE LAND USE MAP

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

Finding(s) of Staff: The property is currently designated as commercial and industrial however it is zoned as single family residential at this time. According to Economic Development policy 12 within the City of Bentonville General plan, the city should re-evaluate the supply of industrial property to ensure there is an adequate supply. Based on the current assessment of vacant Industrial zoned property within the city's core, it is staff's opinion that the uses allowed within those areas are not the best use of the property at this time. Therefore additional industrial land is needed in other areas of the city to further the surplus and availability of industrial land.

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 request is located at the intersection of Southwest Regional Airport Boulevard and Southwest Barron Road. This is the intersection of an arterial street and a collector street. Neither road is constructed or improved to facilitate the traffic that they are intended to carry. Southwest Barron road is designated as a collector street however the arterial street network has not be constructed to allow Barron Road to function appropriately. Improvements to Barron Road and Southwest Regional Airport Boulevard will be assessed during review of the Large Scale Development.

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.

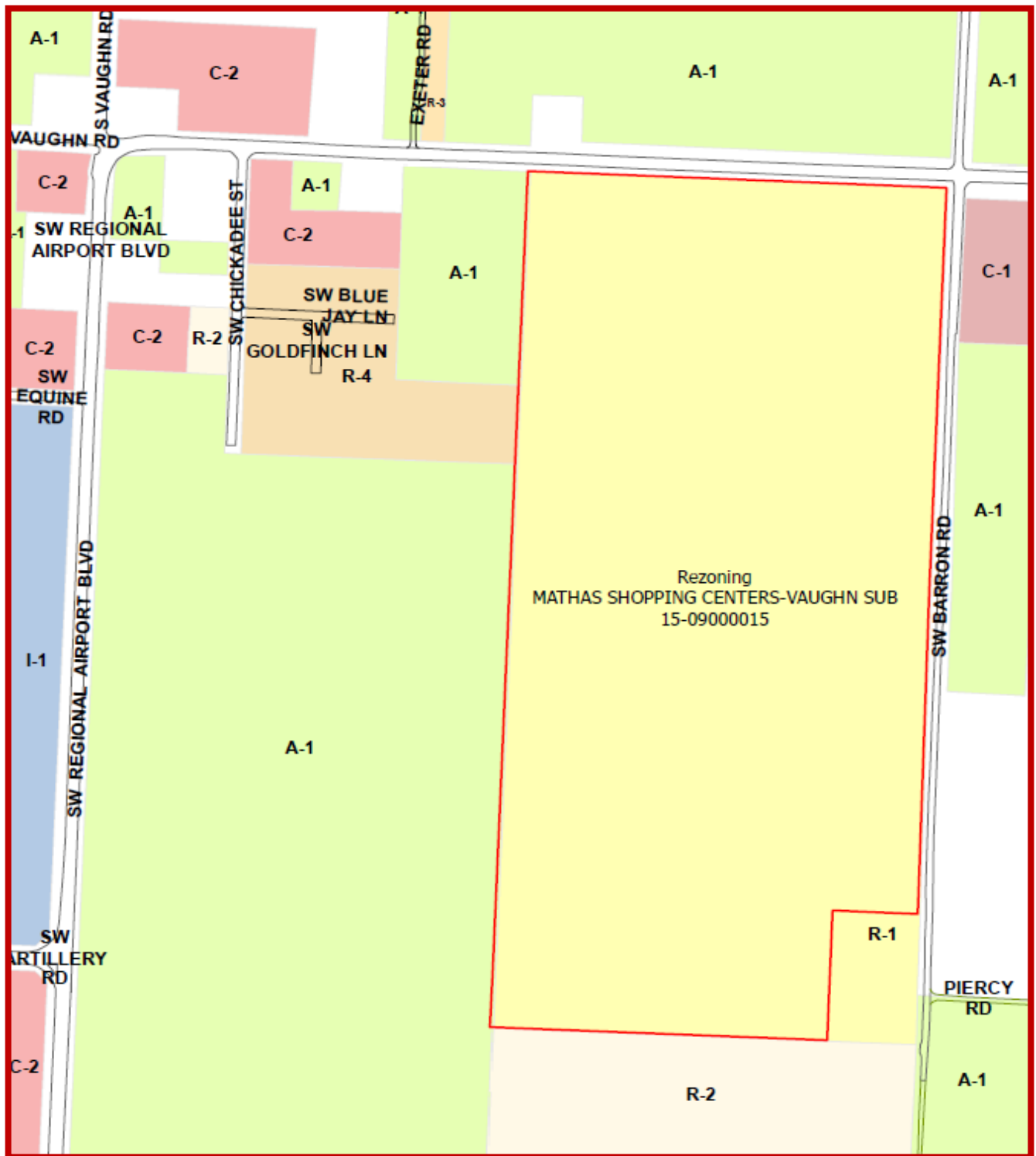
Finding(s) of Staff: City utility services are adequate at this location. Water and sewer is available on the north side of Southwest Regional Airport Boulevard. The emergency services for this area are currently underserved. Fire station #6 on Southwest 1 Street is the closet station to this location and it is located approximately 5.5 miles from the site.

ANALYSIS, CONCLUSION, & SUMMARY

The rezoning request is consistent with the City of Bentonville's Future Land Use Map, which depicts this property as commercial and industrial. At this time the vacant industrial land within the city of Bentonville does not meet the needs of the applicant. Much of the vacant industrial property is located in an area of the city that is transition from industrial to office and a mix of other uses. The majority of the reserved industrial property is no longer viable for industrial uses therefore; the city shall encourage additional industrial zoned property where such uses are more compatible to adjacent uses.

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-1, Single Family Residential to I-1, Light Industrial.



ORDINANCE NO. _____

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

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

Lot 1, Vaughn Subdivision, to the City of Bentonville, Arkansas, as shown on Plat Record 2004 at Pages 1183 and 1184, and being described as follows:

A part of the E1/2 of the NE1/4 and a part of the NE1/4 of the SE1/4, all in Section 20, Township 19 North, Range 31 West, altogether being described as follows: Commencing at the NW Corner of the NE1/4 of the NE1/4 of said Section 20, said point being an existing railroad spike in Arkansas Highway #12; thence S02°24'23"W 42.00 feet along the West line of said NE1/4 of the NE1/4 to a set 1/2" iron rebar on the South right of way line of said Highway #12 for the true Point of Beginning, said point being 40.00 feet South of the centerline of said Highway #12; thence S87°35'15"E 1282.51 feet along the South right of way line of said Highway #12 to a set 1/2" iron rebar at the intersection of the proposed West right of way line of Barron Road and the South right of way line of Arkansas Highway #12, said Barron Road right of way line being 30.00 feet West of the centerline; thence S02°19'08"W along the West right of way line of said Barron Road 1284.99 feet to a point on the South line of said NE1/4 of the NE1/4; thence S01°58'45"W along the West right of way line of Barron Road 1055.83 feet to a set 1/2" iron rebar; thence leaving said right of way line N87°21'38"W 260.65 feet to a set 1/2" iron rebar; thence S02°18'23"W 417.84 feet to a set 1/2" iron rebar, said point being in an existing fence line; thence N87°39'01"W 1032.93 feet along said fence to a set 1/2" iron rebar, said point being in an existing fence line; at the West line of the NE1/4 of the SE1/4 of said Section 20; thence N02°35'34"E 156.66 feet to a set aluminum capped 1/2" iron rebar at the NW corner of the of the NE1/4 of the SE1/4 of said Section 20; thence N02°24'23"E 2602.07 feet to the Point of Beginning, containing 78.98 acres, more or less, Benton County, Arkansas. The above described 78.98 acre tract being subject to any easements and/or rights of way whether or not of record.

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 21st day of July 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 I-1;

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

Section 1: That the above described real property is hereby changed from its present classification to I-1 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			
X	Bid Award	Bid #	15-34
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

July 28, 2015

Submitted by:

Troy Galloway

Department

Planning

Phone

271-6809

ACTION REQUIRED:

Request acceptance of a bid from Frank Sharum Landscape Design in the amount of \$68,462 to allow for the purchase and delivery of 988 trees in 12 varieties for the 3rd Annual Tree Planting Blitz to be held on October 16, 2015.

COST TO CITY:

Cost of this Request: \$68,462

Additional Budget Amount \$0

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	75,000
Funds Expended to Date		-
Remaining Budget		75,000
Budget Adjustment		-
Remaining After Adjustment	\$	75,000

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





MEMO

TO: City Council, Mayor McCaslin
FROM: Troy Galloway, AICP, Community and Economic Development Director
DATE: July 10, 2015
RE: Bid Award – Frank Sharum Landscape

We recently advertised bids for the city's 3rd annual tree planting event scheduled for October 16, 2015. The total budget for the project is \$75,000 (\$50,000 city budget and \$25,000 gift from Walmart). One bidder (Frank Sharum Landscape) submitted a bid and that bid was under budget by \$6,528 for a total bid price of \$68,462.

We seek council approval/award of the bid provided by Frank Sharum Landscape in the amount of \$68,462 to allow for the purchase of 988 trees in 12 varieties for the 2015 tree planting blitz.

Thank you for your consideration. Please contact me if you have questions or want to discuss in more detail at (479)-531-4894.



NOTICE TO BIDDERS

Various Tree Species in 15 Gallon Containers

The City of Bentonville is accepting formal bids on several tree species for planting within the City of Bentonville. There will be a total of 988 trees ordered. Planting is scheduled for late October. Specifications may be obtained from Katherine Bertschy, Purchasing Agent, 117 West Central. Bid will be received until 10:00 AM, Wednesday July 1st, 2015 in the Purchasing Office. At that time the bids will be opened publicly.

[REDACTED]
Katherine Bertschy
Purchasing Agent
City of Bentonville
(479) 271-3115

117 W. CENTRAL AVE. • BENTONVILLE, AR 72712 • (479) 271-3112
• www.bentonvillear.com •

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

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

BID NUMBER:----15-34
ISSUE DATE:----06-15-15
BID DATE:-----07-01-15
TIME:-----10:00 A.M.

QUANTITY	DESCRIPTION	Extended
	Various Tree Species in 15 Gallon Containers delivered to the City of Bentonville Minimum specifications attached: \$ _____ * Trees must be delivered no later that October 9th 2015. Total must include delivery charges.	

GENERAL TERMS AND INSTRUCTIONS

- 1 The City reserves the right to reject any and all bids or parts.
 - 2 Prices must be itemized. The City reserves the right to award by item.
 - 3 All bids must be FOB Bentonville and include all costs of delivery and packaging.
 - 4 All bids must be signed. Unsigned bids will not be considered.
 - 5 Indicate BID NUMBER ON OUTSIDE OF ENVELOPE.
 - 6 Failure to provide federal I.D. of social security number could result in rejection of bid.
 - 7 Late bids will not be considered under any circumstances.
 - 8 For further information contact: Jon Stanley, Planning Department @ (479)271-3126
- Company Name: _____ Address: _____
- By: _____ City: _____
- Telephone Number: _____ State: _____

2015 Tree Blitz Species List
 Bid#15-34

TREE SPECIES	QUANTITY	Unit Price	Extended Cost
Golden Rain	76		
Loblolly Pine	76		
Legacy Sugar Maple	107		
Shantung Maple	107		
Allee Elm	76		
Northern Red Oak	76		
Ginkgo biloba 'Princeton Sentry'	76		
London Planetree	76		
Tulip Poplar	76		
Autumn Brilliance Serviceberry	76		
American Elm 'Princeton'	76		
Amur Maple (Shrub Form)	90		
Total	988		

Company Name: _____
 Phone: _____
 E-Mail: _____
 FAX: _____

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

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

BID NUMBER: 15-34
ISSUE DATE: 06-15-15
BID DATE: 07-01-15
TIME: 10:00 A.M.

QUANTITY	DESCRIPTION	Extended
	Various Tree Species in 15 Gallon Containers delivered to the City of Bentonville Minimum specifications attached: * Trees must be delivered no later that October 9th 2015. Total must include delivery charges.	<u>\$108,462.00</u>

GENERAL TERMS AND INSTRUCTIONS

- 1 The City reserves the right to reject any and all bids or parts.
 - 2 Prices must be itemized. The City reserves the right to award by item.
 - 3 All bids must be FOB Bentonville and include all costs of delivery and packaging.
 - 4 All bids must be signed. Unsigned bids will not be considered.
 - 5 Indicate **BID NUMBER ON OUTSIDE OF ENVELOPE.**
 - 6 Failure to provide federal I.D. of social security number could result in rejection of bid.
 - 7 Late bids will not be considered under any circumstances.
 - 8 For further information contact: **Jon Stanley, Planning Department @ (479)271-3126**
- Company Name: Frank Sharum Landscape Address: PO Box 6524
By: Misty Brown City: Ft. Smith
Telephone Number: [REDACTED] State: AR

2015 Tree Blitz Species List
 Bid#15-34

TREE SPECIES	QUANTITY	Unit Price	Extended Cost
Golden Rain	76	\$ 69.00	\$ 5,244.00
Loblolly Pine	76	\$ 60.00	\$ 4,560.00
Legacy Sugar Maple	107	\$ 70.00	\$ 7,490.00
Shantung Maple	107	\$ 68.00	\$ 7,276.00
Allee Elm	76	\$ 68.00	\$ 5,168.00
Northern Red Oak	76	\$ 68.00	\$ 5,168.00
Ginkgo biloba 'Princeton Sentry'	76	\$ 93.00	\$ 6,993.00
London Planetree	76	\$ 55.00	\$ 4,180.00
Tulip Poplar	76	\$ 68.00	\$ 5,168.00
Autumn Brilliance Serviceberry	76	\$ 68.00	\$ 5,168.00
American Elm 'Princeton'	76	\$ 68.00	\$ 5,168.00
Amur Maple (Shrub Form)	90	\$ 68.00	\$ 6,120.00
Total	988		\$ 68,402.00

Company Name: Frank Sharum Landscape Design
 Phone: [REDACTED]
 E-Mail: [REDACTED]
 FIN: [REDACTED]



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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 28, 2015

Submitted by:

Ben Peters

Department

Engineering

Phone

271-5993

ACTION REQUIRED:

An ordinance vacating a utility easement located in part of Lot 18 of Blueberry Heights Subdivision, to the City of Bentonville, Arkansas, Benton County, Arkansas.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

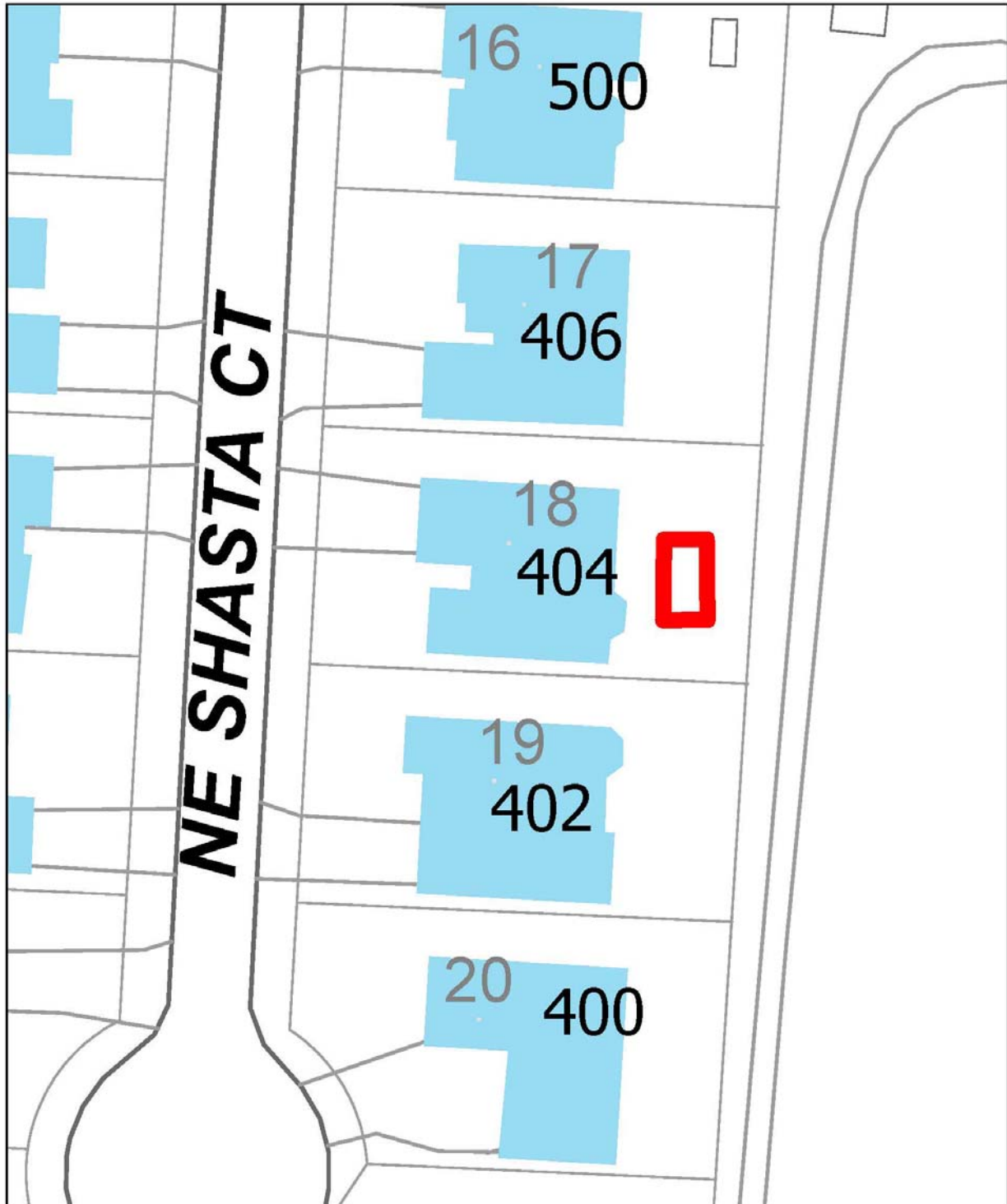
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE





1 inch = 35 feet

*Alley Vacation/Street Vacation
Lot 18 Blueberry Heights Sub Phase 2
301.92 Square Feet*



ORDINANCE NO _____

AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED IN PART OF LOT 18 OF BLUEBERRY HEIGHTS SUBDIVISION, TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS.

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

Part of Lot 18, Block 2 of Blueberry Heights, City of Bentonville, Benton County, Arkansas as shown in Plat Book P3, Page 493 of the Benton County Records, and being more particularly described as:

Commencing at the SE Corner of said Lot 18, thence N 00°36'28"East 18.60 feet, thence N89°23'32"West 12.00 feet to the Point of Beginning, thence S89°18'05"East 12.48 feet, thence S00°41'55"East 23.69 feet to the Point of Beginning, containing 301.92 Square Feet.

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

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

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

Part of Lot 18, Block 2 of Blueberry Heights, City of Bentonville, Benton County, Arkansas as shown in Plat Book P3, Page 493 of the Benton County Records, and being more particularly described as:

Commencing at the SE Corner of said Lot 18, thence N 00°36'28"East 18.60 feet, thence N89°23'32"West 12.00 feet to the Point of Beginning, thence S89°18'05"East 12.48 feet, thence S00°41'55"East 23.69 feet to the Point of Beginning, containing 301.92 Square Feet.

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

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2015, at a regular meeting of the City Council of the City of Bentonville, Arkansas.

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

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



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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 28, 2015

Submitted by:

Ben Peters

Department

Engineering

Phone

271-5993

ACTION REQUIRED:

A resolution setting a public hearing for August 11, 2015 and correcting and amending Item #6 for an alley and right of way vacation in W.A. Burks Addition.

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.

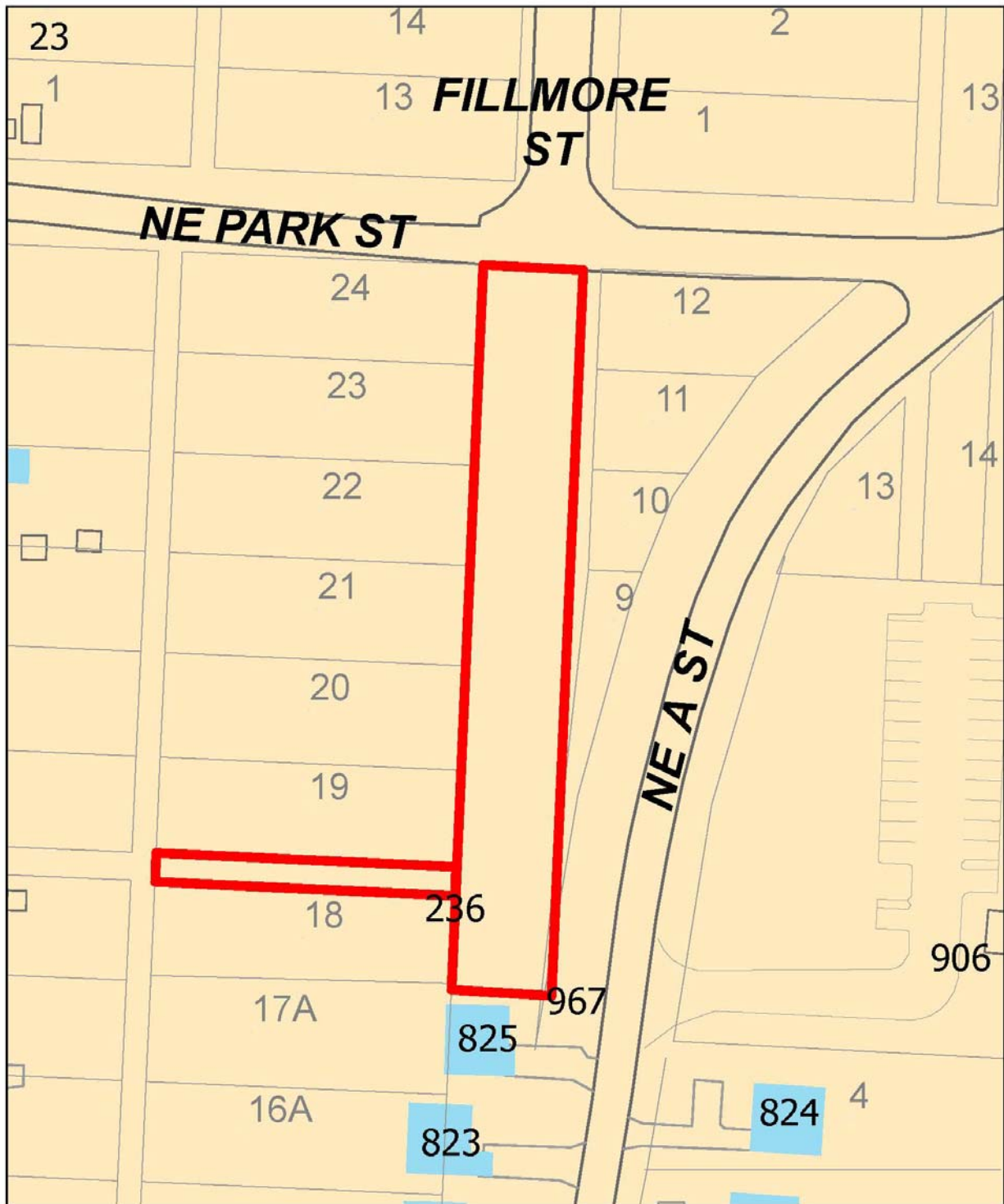
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





1 inch = 60 feet

*Alley Vacation/Street Vacation
W.A. Burks Addition
Street (.42 Acres) Alley (.05 Acres)*



RESOLUTION NO. _____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Bryan M. Harvey, requesting an alley and street right of way vacation within the City of Bentonville, Arkansas be vacated, which said alley and street right of way vacations are described as follows:

A portion of the 50' wide platted right of way lying between Blocks 9 and 13 of W.A. Burks Addition to the City of Bentonville, Arkansas being more particularly described as follows: To-Wit: Beginning at the northeast corner of Lot 24, Block 9 and running thence S87°50'09", thence S01°39'06"W 362.11', THENCE N87°19'26"W 50.00'; THENCE N01°39'06"E 361.66' to the POINT of BEGINNING, containing 0.42 acres, more or less. Subject to all easements and rights-of-way of Record.

A 14' wide platted right of way lying between Lots 18 and 19 in Block 9 of W.A. Burks Addition to the City of Bentonville, Arkansas being more particularly described as follows: To-Wit: Beginning at the southwest corner of said Lot 19 and running thence S87°19'26"E 149.69', THENCE S01°39'06"W 14.29', THENCE N87°19'26"W 149.68', THENCE N01°35'20"E 14.29' to the POINT of BEGINNING, containing 0.05 Acres, more or less, subject to all easements and rights of way of Record.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close and vacate an alley and right of way at the above described property is set for hearing on August 11, 2015 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved and adopted the _____ day of _____ 2015 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Linda Spence, City Clerk
Bentonville, Arkansas

Bob McCaslin, Mayor
City of Bentonville, Arkansas



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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 28, 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 Benjamin and Felicity Meyer. Said lease is known as Suite #5 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



BENTONVILLE MUNICIPAL AIRPORT
LAND LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this 1ST day of January, 2015, between the City of Bentonville, hereinafter referred to as "Lessor," and Cornerstone Aviation LLC, hereinafter jointly referred to as "Lessee."

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

SUITE #5:

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

COMMENCING AT THE NW CORNER OF THE SW $\frac{1}{4}$ OF SAID SECTION 6, THENCE S00°00'00"W 573.96 FEET, THENCE N90°00'00"E 101.93 FEET, THENCE S02°24'24"W 60.25 FEET, THENCE S87°35'36"E 70.96 FEET TO THE POINT OF BEGINNING, THENCE N02°24'24"E 19.96 FEET, THENCE S87°35'36"E 11.75 FEET, THENCE N02°24'24"E 20.33 FEET, THENCE S87°35'36"E 23.50 FEET, THENCE S02°24'24"W 20.33 FEET, THENCE S87°35'36"E 11.75 FEET, THENCE S02°24'24"W 19.96 FEET, THENCE N87°35'36"W 47.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1415.68 SQUARE FEET.

NOW, THEREFORE, the Parties hereto agree as follows:

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

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

- **TERM** - This lease's initial term is for forty (40) years beginning on the 1ST day of January, 2015, and ending at Midnight, 12/31/2054, unless sooner terminated as herein provided. Lessee shall also have two (2) consecutive five (5) year options to renew and extend the Lease. Lessee shall provide Lessor with written notice of Lessee's intent to exercise said option(s) at least six (6) months prior to the expiration of the initial forty (40) year term and each subsequent option period.

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

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

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

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

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

REPAIRS, MAINTENANCE AND APPEARANCE.

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

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

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

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

agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

LESSOR: _____

Attest: [REDACTED]
CITY CLERK Linda Spence

Owner/Company Name

Printed Name: Brian Baldwin
Title: Owner

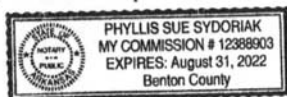
By: Pat Carroll
Chairman, Pat Carroll

State of Arkansas)) ss.
County of Benton)

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 29 day of Jan, 2018.

Notary Public

My Commission Expires: _____



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 Benjamin and Felicity Meyer (the "Assignee")

Effective August 1, 2015, the assignor assigns his Lease Agreement with Bentonville for property identified as Suite #5 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: _____
Benjamin and Felicity Meyer

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)
) SS.
County of Benton)

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 #5 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 Benjamin and Felicity Meyer 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 Benjamin and Felicity Meyer 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 1415.9 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 #	
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
X	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

July 28, 2015

Submitted by:

Mike Churchwell

Department

Transportation

Phone

271-6840

ACTION REQUIRED:

Council approval of a resolution authorizing the Mayor and Clerk to enter into Supplemental Agreement #3 for professional services with Burns & McDonnell Engineering for additional services and scope of work on the 8th Street Improvements Project in the amount of \$234,268.06. See attached memo and supporting contract documents. This supplemental agreement has been approved by the AHTD and FHWA.

COST TO CITY:

Cost of this Request: \$234,268

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	53,000,000
Funds Expended to Date		4,399,650
Remaining Budget		48,600,350
Budget Adjustment		-
Remaining After Adjustment	\$	48,600,350

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: July 14, 2015

To: City Council, Mayor McCaslin

From: Mike Churchwell

RE: Supplemental Agreement #3 w/Burns & McDonnell for 8th St. Project

The attached supplemental agreement with Burns & McDonnell is for the additional services and scope of work described in the agreement and listed in the agreement document. Note that is supplemental agreement was reviewed by both the FHWA and AHTD and approved. The total cost to the city will be 20% of this amount as we receive 80% reimbursement from federal funding.

**Supplemental Agreement No. 3
Job No. 090218
FAP. No. HHP2-3314(1)
8th Street Improvements**

Date: July 1, 2015

WHEREAS, the City of Bentonville, Arkansas and Burns & McDonnell entered into an Agreement for Engineering Services on September 25, 2007; and,

WHEREAS, representatives of the City of Bentonville, Arkansas requested work in addition to that defined in the Agreement.

NOW THEREFORE, the following modifications will be made to the Agreement to include the additional work requested:

MODIFICATIONS:

- 1) The "Contract Ceiling Price" (Section 1.2) is increased from \$4,937,746.34 to \$5,172,014.40.
- 2) The "Title I Services Ceiling Price" (Section 1.12) is increased from \$4,937,746.34 to \$5,172,014.40.
- 3) The fixed fee (Section 3.4) is increased from \$229,167.19 to \$242,417.79.
- 4) See Attachment A-3 for modifications.
- 5) The Completion Date (Section 17.1) for Job No. 090218 is changed from "a period of 48 months" to June 30, 2016.
- 6) See Attachment B-1 & B-2 for modifications to Appendix A - Justification of fees and costs
- 7) Modify Appendix B-1 as follows:
 - a. The "Indirect Cost Rate" (Appendix B-1, Section 3.1) is 149.03.
 - b. The following adjustments to Appendix B-1, Section 3.2:

Engineer X	\$90.00	\$100.00
Engineer IX	\$80.00	\$90.00
Engineer VIII	\$70.00	\$80.00
Engineer VII	\$60.00	\$70.00
Engineer VI	\$50.00	\$60.00
Engineer V	\$40.00	\$50.00
Engineer IV	\$35.00	\$40.00
Engineer III	\$30.00	\$35.00
Engineer II	\$25.00	\$30.00
Engineer I	\$20.00	\$25.00

Engineering Technician V	\$30.00	\$40.00
Engineering Technician IV	\$25.00	\$30.00
Engineering Technician III	\$20.00	\$25.00
Engineering Technician II	\$15.00	\$20.00
Engineering Technician I	\$10.00	\$15.00
Executive Assistant	\$20.00	\$30.00
Administrative III	\$20.00	\$25.00
Administrative II	\$15.00	\$20.00
Administrative I	\$10.00	\$15.00

IN WITNESS WHEREOF, the parties execute this Supplemental Agreement No. 3, to be effective upon the date set out above.

BURNS & MCDONNELL, INC.

CITY OF BENTONVILLE, AR

BY:


Benjamin Biller, P.E.
Vice President

BY:

The Honorable Bob McCaslin
Mayor

Attachment A-3

**SUPPLEMENTAL AGREEMENT 3
SCOPE OF WORK
AHTD Job No. 090218
FAP Job No. HHP2-3314(1)
Benton County**

I. ADDITIONAL SCOPE OF WORK

The City of Bentonville (City), in cooperation with the Arkansas State Highway and Transportation Department (AHTD) and the Federal Highway Administration (FHWA), is proposing to design the 8th Street Improvements Project in Benton County, Arkansas. In addition to the work defined in the Original Agreement and Supplemental Agreement 1 and 2, the 8th Street Improvements Project shall also include engineering services for the following:

7. ADDITIONAL INFORMATION & TITLE I SERVICES TO BE PROVIDED BY THE CONSULTANT.

1. Provide additional coordination with City staff and outside counsel concerning changes to the City's Armory building, previously identified as a 4(f) property.
2. Provide additional coordination with AHTD, FHWA, and SHPO regarding the changes to the previously identified 4(f) property.
3. Complete a letter to SHPO requesting concurrence on non-eligibility of Armory.
4. Complete coordination with AHTD and SHPO on modifications to the MOA and Section 4(f) Evaluation.
5. Complete revisions to the previously completed Draft FONSI, Section 4(f) Evaluation, MOA, and Location Public Hearing Synopsis to address removal of Armory (as an NRHP-eligible resource) and modifications to the project to address public comments.
6. Complete final documentation of the Vehicle Storage Shed (VSS) through the use of a subconsultant, Architectural and Historic Research, LLC.
7. Complete property owner/tenant meetings. The intent of these meetings should be to better explain the right of way acquisition process to those specific individuals that may be affected by right of way acquisition and relocation.
8. 8th Street Realignment and Addition of 10' Wide Trail
 - a. Addition of a 10' Trail on the south side of 8th Street from SW "I" Street to Moberly Lane.
 - b. Revisions to roadway alignment shifting it to the north to allow for the design of a 10' wide trail and to minimize the amount of new right-of-way needed on the south side of 8th Street.
 - c. Revisions to proposed drainage design in plan.
 - d. Updating Typical Sections and Plan & Profile Sheets.
9. Concept Design of Parking Lot Modifications and combined south approach at SE "P" Street Intersection

- a. Prepare concept design parking lot and driveway modifications to combine the access drives for the two Wal-Mart facilities on the Southside of 8th Street at the SE "P" Street intersection.
 - b. Coordination of further site improvements being designed and constructed by Walmart and CEI.
 - c. Additional Signalized Intersection Design (SE "P" Street) including the design and preparation of plan sheets for one additional signalized intersection.
- 10. Eliminate the final design services for two bridges crossing the Arkansas & Missouri Railroad.
 - 11. Revise the 30% and 60% Plans as necessitated by the elimination of the railroad right of way and grade separated crossings.
 - 12. Revise the 30% and 60% Plans to incorporate the revisions to the Improvement Plan at the Highway 102/62 Interchange.
 - 13. Revise the 30% and 60% Plans as required to coordinate with CA0902.
 - 14. Complete the design of waterline relocations between Moberly Lane and I-49.

13. ADDITIONAL DELIVERABLES

- 1. Revised 4(f) Documents
- 2. Revised EA Documents
- 3. Revised copies of 30% Plans
- 4. Revised copies of 60% Plans
- 5. Preliminary & Final Water Line Relocation Plans

City of Bentonville
Benton County/ 8th Street Improvements
Burns & McDonnell Engineering Company
July 1, 2015



Attachment B-1

Recapitulation of Fee Estimate - Supplemental Agreement No. 3 (Reductions)

SALARY COSTS

Classification	Total Man Hours	Current Rate	Direct Salary Cost
Principal	0	\$ 55.00	\$ -
Project Manager	-32	\$ 53.00	\$ (1,696.00)
Senior Engineer	-400	\$ 44.00	\$ (17,600.00)
Staff Engineer	-592	\$ 32.00	\$ (18,944.00)
GIS / CADD Technician	-580	\$ 28.00	\$ (16,240.00)
Lead Environmental Scientist	0	\$ 49.50	\$ -
Assistant Environmental Scientist	0	\$ 36.00	\$ -
Wetlands Specialist	0	\$ 28.00	\$ -
T&E Species Specialist	0	\$ 30.00	\$ -
Cultural Resources Specialist	0	\$ 22.00	\$ -
Water Quality	0	\$ 22.00	\$ -
Air & Noise Specialist	0	\$ 32.00	\$ -
Socio-Economics Specialist	0	\$ 35.00	\$ -
Public Involvement	0	\$ 24.00	\$ -
Administrative Support	0	\$ 19.00	\$ -
Total Hours	-1604		
Salary Costs		\$	(54,480.00)
Year Two Escalation (1/2 of Salary @ 3%)		\$	(817.20)
Total Escalation		\$	(817.20)
Total Direct Salary			\$ (55,297.20)
2008 Approved Audit Rate		205.72%	
Overhead			\$ (113,757.40)
Total Direct Labor and Overhead			\$ (169,054.60)
Fixed Fee @ 10%			\$ (16,905.46)
Direct Expenses	Rate	No. of Units	
Travel (Miles at \$0.485/Mi)	\$ 0.485	0	\$ -
Long Distance Phone / Fax	\$ 0.07	(400)	\$ (28.00)
Plotting (\$0.35 / 11"X17" Drawing)	\$ 0.35	(120)	\$ (42.00)
Plotting (\$1.35 / 22"X34" Drawing)	\$ 1.35	0	\$ -
Reproduction / Printing (\$0.08 per 8 1/2"X11" sheet)	\$ 0.08	0	\$ -
Lodging and Meals (\$80 Lodging, \$20 Meals per day)	\$ 100.00	0	\$ -
Other Direct Expenses (Cost)			\$ -
Total Direct Expenses			\$ (70.00)
Burns & McDonnell Base Fee			\$ (186,030.06)
Subconsultant Fees			
USI			
B&F Survey			
Terracon			\$ (37,275.02)
Total Subcontant Fees			\$ (37,275.02)
TOTAL ESTIMATE OF MAXIMUM FEE			\$ (223,305.08)

BURNS & MCGONNELL ENGINEERING COMPANY									
ATTACHMENT B-1									
PROJECT ESTIMATING SHEET SUPPLEMENTAL AGREEMENT NO. 1									
City: Memphis, AR									
Date: 1/1/2013									
Client: Memphis, AR									
Project Description: Bridge 712 at 2nd Street									
Estimate No: 1000									
Estimate Date: 1/1/2013									
Estimate By: [Blank]									
Estimate For: [Blank]									
Estimate For: [Blank]									
Estimate For: [Blank]									
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City of Bentonville
 Benton County/ 8th Street Improvements
 Burns & McDonnell Engineering Company
 July 1, 2015



Attachment B-2

Recapitulation of Fee Estimate - Supplemental Agreement No. 3 (Additions)

SALARY COSTS

Classification	Total Man Hours	Current Rate	Direct Salary Cost
Principal	0	\$ 70.00	\$ -
Project Manager	244	\$ 60.00	\$ 14,640.00
Senior Engineer	98	\$ 52.00	\$ 5,096.00
Staff Engineer	1348	\$ 38.00	\$ 51,224.00
GIS / CADD Technician	668	\$ 32.00	\$ 21,376.00
Lead Environmental Scientist	122	\$ 49.50	\$ 6,039.00
Assistant Environmental Scientist	0	\$ 36.00	\$ -
Wetlands Specialist	0	\$ 28.00	\$ -
T&E Species Specialist	0	\$ 30.00	\$ -
Cultural Resources Specialist	0	\$ 22.00	\$ -
Water Quality	0	\$ 22.00	\$ -
Air & Noise Specialist	0	\$ 32.00	\$ -
Socio-Economics Specialist	0	\$ 35.00	\$ -
Public Involvement	16	\$ 24.00	\$ 384.00
Administrative Support	0	\$ 19.00	\$ -

Total Hours	2496	
Salary Costs		\$ 98,759.00

No Escalation	\$ -
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Total Direct Salary	\$ 98,759.00
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2012 Approved Audit Rate Overhead	205.35%	\$ 202,801.61
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Total Direct Labor and Overhead	\$ 301,560.61
Fixed Fee @ 10%	\$ 30,156.06

Direct Expenses	Rate	No. of Units	
Travel (Miles at \$0.485/Mi)	\$ 0.560	800	\$ 448.00
Long Distance Phone / Fax	\$ 0.07	0	\$ -
Plotting (\$0.35 / 11"X17" Drawing)	\$ 0.35	0	\$ -
Plotting (\$1.35 / 22"X34" Drawing)	\$ 1.35	0	\$ -
Reproduction / Printing (\$0.08 per 8 1/2"X11" sheet)	\$ 0.08	0	\$ -
Lodging and Meals (\$80 Lodging, \$20 Meals per day)	\$ 100.00	0	\$ -
Plotting (Large, Color Displays for Meetings)	\$2,000	1	\$ 2,000.00
Total Direct Expenses			\$ 2,448.00

Burns & McDonnell Base Fee	\$ 334,164.67
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Subconsultant Fees	
USI	\$ 116,455.75
Architectual and Historical Research, LLC	\$ 6,952.72

Total Subcontant Fees	\$ 123,408.47
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TOTAL ESTIMATE OF MAXIMUM FEE	\$ 457,573.14
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City of Bentonville, Arkansas 6/30/2015 8th Street Widening & Extension (Highway 71 to SW "I" Street) USI Consulting Engineers, Inc. Fee Summary: Title I Services - Supplemental Agreement No. 3		
8th STREET REALIGNMENT (ADD 10' WIDE TRAIL)	\$	76,599.83
PARKING LOT CONCEPT DESIGN (COMBINED ENTRANCE)	\$	7,959.59
SIGNALIZATION DESIGN (P STREET INTERSECTION) & PEDESTRIAN (HAWK) CROSSING AT WALMART	\$	31,896.34
TOTAL FEES (Including Reimbursables)		\$116,455.75

City of Bentonville, Arkansas 8th Street Widening & Extension (Highway 71 to SW "I" Street) USI Consulting Engineers, Inc. 6/30/2015 Manpower Estimate to Perform the Work Supplemental Agreement No. 3			
Direct Labor Costs			
Job Classification	Estimated Hours	Hourly Raw Rate	Extension
Engineer X	88	\$ 92.00	\$ 8,096.00
Engineer VIII	28	\$ 75.50	\$ 2,114.00
Engineer VII	0	\$ 65.00	\$ -
Engineer VI	0	\$ 55.00	\$ -
Engineer V	40	\$ 46.00	\$ 1,840.00
Engineer IV	0	\$ 37.50	\$ -
Engineer III	381	\$ 30.50	\$ 11,620.50
Engineer II	0	\$ 26.00	\$ -
Engineer I	208	\$ 23.00	\$ 4,784.00
Engineering Technician V	264	\$ 34.00	\$ 8,976.00
Engineering Technician IV	160	\$ 29.50	\$ 4,720.00
Engineering Technician III	0	\$ 22.00	\$ -
Engineering Technician II	0	\$ 17.00	\$ -
Engineering Technician I	0	\$ 12.00	\$ -
Executive Assistant	0	\$ 25.00	\$ -
Administrative III	0	\$ 20.00	\$ -
Administrative II	0	\$ 16.00	\$ -
Administrative I	24	\$ 11.25	\$ 270.00
Total USI Labor Hours	1193		
Subtotal Raw Labor		\$	42,420.50
Forward Pricing			
Total Direct Salary		\$	42,420.50
Overhead Rate - 149.03%		\$	63,219.27
Subtotal Labor Plus Overhead		\$	105,639.77
Professional Fee		\$	10,563.98
Total Labor Costs		\$	116,203.75
Detailed Other Direct Costs			
	Number of Units	Cost Per Unit	Extension
Postage/Courier			
Postage	0 oz.	\$ 0.44	\$ -
Courier (FedEX)	ea.	\$ 20.00	\$ -
Communications - Long Distance & Conference Calls	Lump Sum		\$ -
Travel - Meetings			
Mileage	240 mi.	\$ 0.56	\$ 134.40
Lodging	0 day	\$ 76.00	\$ -
Food	0 day	\$ 39.00	\$ -
Incidentals	0 day	\$ 5.00	\$ -
Printing/Reproduction			
8.5x11 Black & White	0 ea.	\$ 0.05	\$ -
8.5x11 Color	0 ea.	\$ 0.50	\$ -
11x17 Black & White	0 ea.	\$ 0.10	\$ -
11x17 Color	0 ea.	\$ 1.00	\$ -
Black & White Card Stock	0 ea.	\$ 0.25	\$ -
Color Card Stock	0 ea.	\$ 0.85	\$ -
Black & White Printing	720 s.f.	\$ 0.09	\$ 64.80
Color Printing	0 s.f.	\$ 1.00	\$ -
Black & White Scanning	490 s.f.	\$ 0.11	\$ 52.80
Color Scanning	0 s.f.	\$ 5.00	\$ -
Mounting Boards (3/16")	0 s.f.	\$ 3.00	\$ -
Laminating (Large Scale)	0 s.f.	\$ 1.00	\$ -
Binding	0 ea.	\$ 1.50	\$ -
Other Direct Costs			
ADH Permit Review Fees		\$ 500.00	\$ -
SWPPP (Notice of Intent)	ea.	\$ 250.00	\$ -
Total Other Direct Costs		\$	252.00
TOTAL COST		\$	116,455.75

9/8/2009

8th Street Widening & Extension (Highway 71 to SW "I" Street)
USI Consulting Engineers, Inc.
Add 10' Wide Trail to South Side of Roadway Plans & Sections

Work Task Description - Add 10" Trail on South Side of 8th St.		Add 10" Trail on South Side of Highway Phase 2 Sections																							
		VIII		VII		VI		V		IV		III		II		I		Erection Technician				Erection		Admin	
		\$	hr	\$	hr	\$	hr	\$	hr	\$	hr	\$	hr	\$	hr	\$	hr	\$	hr	\$	hr	\$	hr	\$	hr
		40	40	75.00	80.00	25.00	40.00	40.00	37.50	30.00	25.00	20.00	25.00	20.00	17.00	12.00	25.00	20.00	18.00	11.25					
		40	40	75.00	80.00	25.00	40.00	40.00	37.50	30.00	25.00	20.00	25.00	20.00	17.00	12.00	25.00	20.00	18.00	11.25					
		40	40	75.00	80.00	25.00	40.00	40.00	37.50	30.00	25.00	20.00	25.00	20.00	17.00	12.00	25.00	20.00	18.00	11.25					
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		40	40	75.00	80.00	25.00	40.00	40.00	37.50	30.00	25.00	20.00	25.00	20.00	17.00	12.00	25.00	20.00	18.00	11.25					
		40	40	75.00	80.00	25.00	40.00	40.00	37.50	30.00	25.00	20.00	25.00	20.00	17.00	12.00	25.00	20.00	18.00	11.25					
		40	40	75.00	80.00	25.00	40.00	40.00	37.50	30.00	25.00	20.00	25.00	20.00	17.00	12.00	25.00	20.00	18.00	11.25					
		40	40	75.00	80.00	25.00	40.00	40.00	37.50	30.00	25.00	20.00	25.00	20.00	17.00	12.00	25.00	20.00	18.00	11.25					
		40	40	75.00	80.00	25.00	40.00	40.00	37.50	30.00	25.00	20.00	25.00	20.00	17.00	12.00	25.00	20.00	18.00	11.25					
		40	40	75.00	80.00	25.00	40.00	40.00	37.50	30.00	25.00	20.00	25.00	20.00	17.00	12.00	25.00	20.00	18.00	11.25					
		40	40	75.00	80.00	25.00	40.00	40.00	37.50	30.00	25.00	20.00	25.00	20.00	17.00	12.00	25.00	20.00	18.00	11.25					
		40	40	75.00	80.00	25.00	40.00	40.00	37.50	30.00	25.00	20.00	25.00	20.00	17.00	12.00	25.00	20.00	18.00	11.25					
		40	40	75.00	80.00	25.00	40.00	40.00	37.50	30.00	25.00	20.00	25.00	20.00	17.00	12.00	25.00	20.00	18.00	11.25					
		40	40	75.00	80.00	25.00	40.00	40.00	37.50	30.00	25.00	20.00	25.00	20.00	17.00	12.00	25.00	20.00	18.00	11.25					
		40	40	75.00	80.00	25.00	40.00	40.00	37.50	30.00	25.00	20.00	25.00	20.00	17.00	12.00	25.00	20.00	18.00	11.25					
		40	40	75.00	80.00	25.00	40.00	40.00	37.50	30.00	25.00	20.00	25.00	20.00	17.00	12.00	25.00	20.00	18.00	11.25					
		40	40	75.00	80.00	25.00	40.00	40.00	37.50	30.00	25.00	20.00	25.00	20.00	17.00	12.00	25.00	20.00	18.00	11.25					
		40	40	75.00	80.00	25.00	40.00	40.00	37.50	30.00	25.00	20.00	25.00	20.00	17.00	12.00	25.00	20.00	18.00	11.2					

SUBTOTAL - MANHOURLS		785
SUBTOTAL - SALARY COSTS		\$ 27,914.50
FORWARD PRICING		
TOTAL DIRECT SALARY		\$ 27,914.50
OVERHEAD RATE - 149.105%		\$ 41,600.98
PROFESSIONAL FEE		\$ 6,951.55
DIRECT NON-LABOR EXPENSES		
Postage/Carrier	\$	-
Communications	\$	-
Travel - Mileage	\$	17.20
Printing / Reproduction	\$	66.60
Subtotal - Non-Labor Expenses	\$	122.80
TOTAL COST (Reallignment Design)	\$	76,599.83

Postage Counter	Number of Units		Cost Per Unit	Extension
	O oz.	oz. oz.		
Purchase Price (Per Unit)	-	-	\$ 0.44	\$ -
Sales Tax	-	-	\$ 20.00	\$ -
Subtotal	-	-		\$ -
Commissions - Long Distance & Conference Calls	Lump Sum		\$ -	\$ -
Travel - Meetings				
Mileage	120 mi.		\$ 0.56	\$ 67.20
Lodging	0 day		\$ 75.00	\$ -
Meals	0 day		\$ 39.00	\$ -
Incongruity	0 oz.		\$ 0.00	\$ -
Subtotal				\$ 67.20
Printing / Reproduction				
8.5x11 Black & White	ea.		\$ 0.05	\$ -
8.5x11 Color	ea.		\$ 0.50	\$ -
Black & White	ea.		\$ 0.10	\$ -
11x17	ea.		\$ 0.50	\$ -
Black & White Card Stock	ea.		\$ 0.09	\$ -
Color Card Stock	ea.		\$ 0.85	\$ -
Large Format Printing (Black & White)	240		\$ 0.09	\$ 21.60
Large Format Printing (Color)	3 x 1		\$ 1.00	\$ -
Scanning (Black & White)	3 x 1		\$ 0.11	\$ 44.00
Scanning (Color)	400		\$ 5.00	\$ -
Mounting Boards (310")	3 x 1		\$ 3.00	\$ -
Laminating (Large Scale)	3 x 1		\$ 1.00	\$ -
Binding	ea.		\$ 1.50	\$ -

~ 72 ~

	Passage Counter	
	Postage	
	Cover Cost (P/E)	
	School	
	Communications - Long Distance & Conference Calls	
	Travel - Meetings	
	Mailing	
	Lodging	
	Food	
	Incidentals	
	Banquet	
	Reproduction	
	8x11 Black & White	
	8.5x11 Color	
	11x17 Black & White	
	11x17 Color	
	Black & White Card Stock	
	Color Card Stock	

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO SUPPLEMENTAL AGREEMENT NUMBER 3 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH BURNS AND MCDONNELL ENGINEERING COMPANY, INC. RELATED TO THE 8TH STREET 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 Supplemental Agreement #3 for professional services with Burns and McDonnell Engineering Company, Inc. for additional services and scope of work on the 8th Street Project in the City of Bentonville.

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

PASSED and APPROVED this ____ day of _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 28, 2015

Submitted by:

Mike Churchwell

Department

Transportation

Phone

271-6840

ACTION REQUIRED:

Council approval of a resolution authorizing the Mayor and Clerk to enter into an agreement with Natural State Stream Land Company for the purchase of streambank mitigation credit requirements (9,873 credits) by the Corps of Engineers for the Tributary 2 Drainage Project for \$42/credit (total of \$414,666). See attached memo and supporting documentation.

COST TO CITY:

Cost of this Request: \$414,666

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	810,000
Funds Expended to Date		383,120
Remaining Budget		426,880
Budget Adjustment		-
Remaining After Adjustment	\$	426,880

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: July 28, 2015

To: City Council, Mayor McCaslin

From: Mike Churchwell

RE: Trib 2 Stream Mitigation Purchase-Natural State Stream Land Co.

This contract is for the purchase of stream bank mitigation credits required by the Corps of Engineers on the Tributary 2 Drainage Project. We are required to purchase 9,873 credits for this project at a cost of \$42 per credit. As you can see on the attached documents, this purchases credits in an established and approved by the Corps of Engineers conservation easement (Little Horse Creek). The purchase is from NSS Land Company, LLC. Supporting documentation is attached.

**AGREEMENT FOR PURCHASE AND SALE
OF STREAM MITIGATION CREDITS**

THIS AGREEMENT ("Agreement") is entered into this _____ day of _____, by and between NSS Land Company, LLC, an Arkansas limited liability company ("NSS"), and the City of Bentonville, AR ("Buyer").

WITNESSETH:

WHEREAS, Buyer is required by the terms and conditions of Section 404 Permit Number SWL-2012-00305 pursuant to the Clean Water Act issued by the U.S. Army Corps of Engineers ("USACE") to provide compensatory mitigation in the form of stream restoration for unavoidable impacts to waters of the United States.

WHEREAS, Buyer does not presently have a stream mitigation site developed to meet its compensatory mitigation needs.

WHEREAS, NSS has a mitigation banking instrument approved by the USACE under the Clean Water Act Authority for the Little Horse Creek Mitigation Bank approved on November 29, 2012 and Addendum approved on March 2, 2015 ("the Bank") in Benton County, Arkansas.

WHEREAS, the USACE released 13,475.8 stream mitigation credits to NSS on March 2, 2015 and these credits are available for sale.

WHEREAS, Buyer desires to purchase stream mitigation credits from NSS for performing Buyer's required compensatory stream restoration.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, the parties agree as follows:

1. **Purchase and Sale.** Subject to the terms and conditions set forth herein, Buyer shall buy from NSS, and NSS shall sell to Buyer 9,873 stream mitigation credits (the "Purchased Credits").
2. **Purchase Price.** The Buyer shall pay the sum of \$42.00 per stream mitigation credit for a total sum of \$414,666.00 (the "Purchase Price") within 30 days of signing this Agreement.
3. **Transfer of Credits.** Within ten business days of receipt of payment of the Purchase Price from Buyer, NSS shall transfer the Purchased Credits to Buyer by submitting a stream mitigation credit transfer documentation report to Buyer and the USACE Little Rock District - Regulatory Branch.
4. **No Further Assignment or Transfer.** Buyer may not sell, transfer, trade, assign, or otherwise convey any stream mitigation credits obtained pursuant to this Agreement to any other party, public or private, without the prior written consent of NSS.

5. **Seller's Representations and Warranties.** NSS shall comply with the terms and conditions of the approved instrument for the Bank.

6. **No Other Warranties.** Other than the express warranties contained herein, NSS makes no other warranties, express or implied. NSS MAKES NO WARRANTY OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NSS has not determined and shall determine the amount of mitigation required by Buyer's permit or that the credits are appropriate "like kind" mitigation for Buyer's impacts.

7. **Limitation of Liability.** NSS shall not be liable to Buyer for any indirect, special, incidental or consequential damages.

8. **Severability.** If any provision of this Agreement shall to any extent be determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby.

9. **Notices.** Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if hand-delivered, sent via Federal Express or sent via registered or certified mail to:

NSS: NSS Land Company, LLC
c/o Matt Lindsey, Managing Member
1405 North Pierce, Suite 207
Little Rock, Arkansas 72207

Buyer : City of Bentonville, AR
ATTN: Mayor Bob McCaslin
117 W. Central Ave.
Bentonville, AR 72712

10. **Binding Agreement.** This Agreement is a legally binding contract when signed by both parties. This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives and assigns.

11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

12. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated herein and may not be amended or modified except by an instrument in writing signed by both parties hereto.

13. **No Third Party Beneficiaries.** Nothing in the Agreement, whether express or implied, is intended to confer any right, or remedy under or by reason of this Agreement on any person other than the parties hereto and their respective successors and assigns.

14. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of Arkansas.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

NSS LAND COMPANY, LLC

By:


Matt Lindsey, Managing Member

BUYER:

CITY OF BENTONVILLE, ARKANSAS

By:

The Honorable Bob McCaslin, Mayor



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
LITTLE ROCK DISTRICT, CORPS OF ENGINEERS
POST OFFICE BOX 867
LITTLE ROCK, ARKANSAS 72203-0867
www.swl.usace.army.mil/

JUL 02 2015

Regulatory Division

Mr. Josh Duzan
Natural State Streams, LLC
601 N. Spruce Street
Little Rock, Arkansas 72205

Dear Mr. Duzan:

Please refer to your Little Horse Creek Mitigation Banking Instrument Addendum which was approved by the District Engineer on March 2, 2015. You provided the required Conservation Easement for the property on March 3, 2015. Therefore, a total of 13,475.8 credits are released and available for purchase.

Your cooperation in the Regulatory Program is appreciated. If you have any additional questions about this permit or any of its provisions, please contact Mr. Johnny McLean at (501) 324-5295 and refer to Permit No. **SWL 2011-00768-1, Little Horse Creek Mitigation Bank Addendum near Sulphur Springs.**

Sincerely,

Sarah Chitwood
Chief, Regulatory Evaluation Branch

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
NATURAL STATE STREAM LAND COMPANY FOR THE
PURCHASE OF STREAMBANK MITIGATION CREDITS
FOR THE CITY OF BENTONVILLE.**

**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 Natural State Stream Land Company for the purchase of streambank mitigation credits for the City of Bentonville as per 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 #	
X	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

July 28, 2015

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Request a budget adjustment in the amount of \$345,000. This amount will purchase, equip, and provide set up for seven (7) 2016 Chevrolet Tahoes and replace five (5) cameras. These Tahoes will replace five (5) total 2008 and 2009 Ford Crown Victorias, and one (1) 2008 Dodge Durango that are scheduled for replacement in the 2016 Budget. The amount will also purchase one additional Tahoe to be used for the previously approved, mid-year personnel addition of the Community Officer (Note: the vehicle for the second approved position, the Domestic Violence Detective, was purchased by the Benton County Prosecutor's Office at no cost to the City). This budget adjustment is related to GM overselling 2015 models and subsequently converting 2015 models to 2016 models, leaving a local dealer (Superior in Siloam Springs) with available units that will meet our specifications. Additionally, Chevrolet has also developed a police pursuit vehicle Tahoe (PPV) with fully selectable 4 wheel drive. These 4WD PPV Tahoes are identical in capability to our present 2WD Tahoes but have all weather capabilities and can be available to the City at 2015 State Bid prices (approximately \$32,000 as equipped per vehicle). The cost reflected in this adjustment is our 2015 budgeted amount per vehicle (\$45,000) which allows for a \$32,000 vehicle cost and a \$13,000 equipment and set up cost and includes five car cameras (\$30,000). Considering an estimated cost increase next year (vehicles and equipment) of 3%, the early purchase of these vehicles would represent a cost saving to the city of about \$10,350. Additionally, due to the upgrade to 4 wheel drive vehicles with speed rated capabilities, this purchase would also increase the safety and capabilities of our police department with more all weather capable vehicles that still retain better handling and stopping characteristics.

COST TO CITY:

Cost of this Request: \$345,000

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



BUDGET ADJUSTMENT REQUEST FORM

Budget Adjustment #
(Assigned by Admin)

Department: Police

Date of Request: July 28, 2015

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
010-2010-421-74-20	Capital Vehicles		\$ 345,000.00	\$ (345,000.00)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ -	\$ 345,000.00	\$ (345,000.00)

Justification:

This amount will purchase, equip, and provide set up for seven (7) 2016 Chevrolet Tahoes. These Tahoes will allow the early replacement of five (5) total 2008 and 2009 Ford Crown Victorias, and one (1) 2008 Dodge Durango that are scheduled for replacement in next year's 2016 Budget. The amount will also purchase an additional Tahoe to be used for the previously approved, mid-year, personnel addition of the Community Officer (note that the vehicle for the second approved position, the Domestic Violence Detective, was purchased by the Benton County Prosecutor's Office at no cost to the city). The cost reflected in this adjustment is our 2015 budgeted amount per vehicle (\$45,000) which allows for a \$32,000 vehicle cost and a \$13,000 equipment and set up cost. Also reflected in this amount is \$30,000 for replacing the in car camera system in five (5) of these vehicles which likewise represents the 2015 budgeted amount of \$6,000 per camera.

FOR ACTING USE ONLY

Council Action: Approved Disapproved Other _____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

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



PLEASE RECYCLE





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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 28, 2015

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Request that the City Council declare certain items as being surplus, namely two (2) Remington 700 rifles. These rifles are more than 13 years old, are no longer in service, and were replaced with newer models in 2013. The rifles include serial numbers E6762124 and G6532294. Upon being declared surplus the above mentioned weapons can be traded in for a \$300.00 credit per firearm (\$600.00 total trade in) to a vendor (Class 3 firearms dealer) with which the city currently does business, such as Mile High Shooting or Phoenix Distributors. This trade in amount can be utilized to offset the cost of SWAT Team rifles that were previously budgeted for 2015. This trade in will provide for both a responsible disposition of these retired weapons and an overall cost savings to the city.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

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



PLEASE RECYCLE



RESOLUTION NO. _____

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

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

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

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

PASSED and APPROVED this ____ day of _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY			
x	Bid Award	Bid #	15-36
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

June 23, 2015

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-5941

ACTION REQUIRED:

Recommend Mayor and City Council award the bid for Right Of Way Clearing to Asplundh Tree Expert Co. as shown on the attached bid form.

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: July 16, 2015

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Right Of Way Clearing #15-36**

The City Of Bentonville recommends awarding bid #15-36 for Right Of Way Clearing to Asplundh Tree Expert Co. Over the past few years the vegetation management/ROW clearing crew of the Electric Dept. has not been able to keep up with the vegetation growth affecting the power lines due to the rain/growth, spot clearing, assisting other departments, etc. In order to assist the Electric Dept., Asplundh will be contracted to focus on the main feeder lines while the Electric Dept. ROW crew will focus on "hot spots", customer tickets, and any incident that pops up during the course of the work day.

Memorandum

To: City Council Members
CC: Mayor Bob McCaslin, Denise Land
From: Katherine Bertschy, Purchasing Agent
Date: 7/20/2015
Re: Bid award #15-36

The City of Bentonville Electric Department requested bids from qualified companies licensed to perform tree branch removal within the path of overhead electric lines. Bids were on a "per linear foot" basis. Formal bids were received from the following companies:

Asplundh Tree Experts Harrison, AR	\$5.78 per Linear Foot
Ark-O-Mo Tree Service Siloam Springs, AR	\$8.25 per Linear Foot

After reviewing the material submitted with the two bids, recommendation is made to award bid for Electric Right of Way tree trimming services to Asplundh, Harrison Ar. in an amount of \$5.78 per linear foot.

PRICE PROPOSAL

Our bid price is to provide all labor, materials, supplies, insurance and transportation to trim all trees, as specified, PER LINER FOOT of electric distribution circuits to meet the City Of Bentonville requirements is:

3-Man Crew \$5.78 per foot

Bucket Truck _____

Chipper _____

NAME: Matthew B. Asplundh

SIGNATURE: *Matthew B. Asplundh*

TITLE: Executive Vice President

COMPANY: Asplundh Tree Expert Co.

ADDRESS: 708 Blair Mill Rd

Willow Grove, PA 19090

CONTRACTOR'S LICENSE NO. [REDACTED]

TELEPHONE: [REDACTED]

FAX: [REDACTED]

EMAIL: [REDACTED]



NOTICE TO BIDDERS
Tree Trimming Services in City Right of Way

The City of Bentonville is accepting bids for performing of tree trimming services by a company duly licensed and trained for working adjacent to electric power lines. The Company awarded the contract for these services shall be responsible for providing all labor, materials, transportation and insurances needed to perform the service. Bids will be opened publicly on Wednesday, July 8th 2015 at 2:00 PM in the Purchasing Office located at 117 West Central Avenue, Bentonville AR. Late bids will not be accepted. A 5% Bid Bond will be required with submittals.

[REDACTED]
Katherine Bertschy
Purchasing Agent
City of Bentonville
(479) 271-3115

**CONTRACT FOR TREE TRIMMING ALONG CITY OF
BENTONVILLE POWER LINES
PER LINEAR FOOT OF DISTRIBUTION CIRCUIT**

The City Of Bentonville is requesting bid prices for performing of tree trimming services with a Company duly licensed and trained for the trimming of trees adjacent to power lines. The tree trimming is to be performed along the City's electrical distribution system. The Company awarded the contract shall be responsible for providing all labor, material, transportation and insurances needed to perform the project. A Certificate of Insurance will be required of the lowest responsive responsible bidder before awarded if an updated copy is not on file with the Purchasing Office.

Work is to be started within a timely manner of awarding bid unless discussed with City representative. Circuit maps are available upon request from the Bentonville Electric Utility Department (BEUD) at 479-271-3135.

Bid Price Responses: **Scaled** bid submittals are due by Wednesday July 8th 2015 at 2:00 PM. Late Bids will NOT be considered. Bids may be mailed to: CITY OF BENTONVILLE, PURCHASING OFFICE, 117 WEST CENTRAL AVE., BENTONVILLE, AR 72712. Bid submittals may also be delivered to the Purchasing Office located on the 1st floor of City Hall located at 117 West Central Ave. A 5% Bid Bond must accompany Bid Submittal.

Bidders are to check the appropriate "YES", "NO", or "ALTERNATE" response below where requested. For all "ALTERNATE" responses, bidders are to provide an explanation of what is being provided on a separate sheet and return it with their bid price proposal.

- **Specifications:** All work performed shall be in compliance with all federal, state, and local regulations, industry standards, the latest revision of ANSI A300 regarding Tree, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning), and Dr. Alex L. Shigo's booklet entitled "Pruning Trees Near Electric Utility Lines". All brush and logs are to be removed on a daily basis. All work is to be performed during daylight hours Monday through Friday excluding City holidays.

YES ☒ NO ☐ ALTERNATE ☐

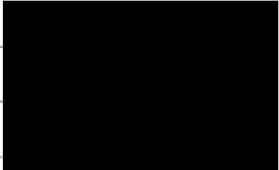
All work shall be performed meeting any and all OSHA and NESC requirements for performing work of this nature. CONTRACTOR shall provide any and all traffic cones, traffic signs or other safety equipment needed in performing the requirements of this contract. Crew leader is to have cell phone while working for the City Of Bentonville.

YES ☒ NO ☐ ALTERNATE ☐

protect him/it (the City Of Bentonville as a named insured), and an SUBCONTRACTOR performing work covered by this contract, whether such operation be by himself or by any SUBCONTRACTOR, or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be as follows:

- (a) Public Liability Insurance in an amount not less than Two Million Dollars (\$2,000,000) in respect to any one accident or disaster in an amount of not less than One Million Dollars (\$1,000,000) in respect to injuries to any one person.
- (b) Property Damage insurance in an amount of not less than One Million Dollars (\$1,000,000).

- **Indemnity Clause:** To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless City Of Bentonville, its agents and employees, from and against all claims, damages, loss and expenses, including but not limited to attorney's fees arising out of or resulting from the work, provided that any such claim, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or to injury or destruction of property (other than the work itself) including the loss of use resulting there from, and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such claims, damages, loss, and expenses are caused in part by any part indemnified hereunder.
- **References:** Please provide three (3) references on tree trimming projects performed by your Company during the last six (6) months.

Contact Person	Job Title	Company	Phone Number
1. Bryan Reding	R/W Supr.	CW+L	
2. Jim Blackwell	Manager	Source Gas	
3. Terri Harmon	Manager	Entergy	

Purchasing Office Contact Person: Should further assistance or information be needed for submitting your bid please contact Katherine Bertschy, Purchasing Agent, 479-271-3115, or emailing at kbertschy@bentonvillear.com.

City's Contact Person: The City's contact person for overseeing this contract is Travis Matlock, PE, Engineering Director, and you may contact him by calling 479-271-3135, or emailing at tmatlock@bentonvillear.com. Any and all concerns for this

CONTRACTOR shall provide only "qualified employee" or "line-clearance tree trimmers" as defined by OSHA 26CFR1910.269, trained and experienced in trimming, pruning and removal of vegetation near 12.47 kV and 69 kV energized power lines. These workers shall be considered to be "qualified persons" for the purpose of OSHA 1910.331(c)(1). CONTRACTOR shall be responsible for ensuring that personnel are aware of the minimum approach distances allowed by OSHA and maintain the appropriate approach distance based on the employees experience and training. Furthermore, the CONTRACTOR shall assure that the employees are provided with and utilize proper Personal Protective Equipment including but not limited to Flame retardant clothing which is necessary to minimize or eliminate injuries due to electrical arc flash injuries when working within the arc protection boundary. It is the CONTRACTOR'S responsibility to determine the arc protection boundary and the incident energy levels which the employees will be exposed.

YES ☒

NO ☐

ALTERNATE ☐

• **General Specifications:**

- Brush, vines and undesirable vegetation shall be removed or pruned around creek and river banks, ditches, fence lines, and around poles, stub poles, guy poles, guy wires and other obstructions. The CONTRACTOR shall keep all creeks and drainage ditches clear of brush to ensure proper drainage.
- All non-ornamental trees in rural areas that have never been trimmed located beneath the transmission and distribution lines are to be removed that are within the specified trimming clearances. The remaining part of the stump that is left shall not exceed four (4) inches in height in unkempt areas and two (2) inches in kempt areas.
- All dead and marked trees are to be removed and hauled away. Trees may be disposed of at the City Of Bentonville's Compost facility located at 2000 NE "A" St. between the hours of 8am-4pm, Tuesday thru Saturday. Logs must be no larger than 24" in diameter and 8' long.

• **Clearances:** CONTRACTOR is to remove all branches that are not greater than 10 inches in diameter within the following horizontal or vertical distance from the outer most conductor on the trimming side:

- Transmission Voltage Line – Thirty Feet (30')
- Primary Distribution Voltage Lines – Ten Feet (10')
- Guy Span – Distribution Span – Ten Feet (10'); Transmission Span – Thirty Feet (30')
- Distribution Secondary Voltage Lines – Six Feet (6')
- Below Neutral – Six Feet (6')
- Services – Three Feet Six Inches (3'6") Radius
- All ROW will be trimmed from ground to sky
- All established ROW are to be mowed

The sections to be trimmed will be determined by BEUD personnel. It is the CONTRACTOR'S responsibility to inspect all trees along the designated area to determine the extent of trimming necessary to meet the required clearances. Failure to inspect before submitting a bid price proposal doesn't relieve the CONTRACTOR from performing any and all specification requirements.

YES ☒

NO ☐

ALTERNATE ☐

- **Completion Date:** All work will be completed within a timely manner once the CONTRACTOR has been given the Notice To Proceed by BEUD. Should weather conditions be a concern that prevents tree trimming at any time, and may affect the CONTRACTOR'S ability to complete in a timely manner, it should be discussed and approved by BEUD personnel.

YES ☒

NO ☐

ALTERNATE ☐

- **Insurance Requirements:** The CONTRACTOR shall obtain and maintain a minimum of \$1,000,000 of property insurance to protect the City Of Bentonville. A Certificate of Insurance is to be provided to the Purchasing Office before the bid will be awarded to the apparent lowest responsible responsive bidder.

CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims as set forth below which may arise out of or result from CONTRACTOR's performance of the work and any other obligations, including his/its indemnity obligations, under this contract, whether such performance is by CONTRACTOR, by any SUBCONTRACTOR, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All such insurance shall contain a provision that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty (30) days prior written notice has been given to City Of Bentonville. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correctly, removing or replacing defective or faulty work. No work shall commence until all such insurance has been approved in writing by the City Of Bentonville. The CONTRACTOR shall provide a Certificate of Insurance to the Purchasing Office before beginning the contract.

a) **Workmen's Compensation**

The CONTRACTOR shall take out and maintain during the life of this contract workman's compensation insurance for all employees at the site of the project under this contract.

b) **Public Liability and Property Damage**

The CONTRACTOR shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall

contract are to be communicated by email to Mr. Matlock no later than 72 hours before the bids are due.

CONTRACTOR'S Contact Person: Please provide your companies contact person Name, Telephone Number and Mobile Number information below.

Payments: Payments for work performed will be paid within thirty (30) days of receiving invoices.

BID SUBMITTALS: All bid submittals are due back to the City Of Bentonville Purchasing Office by 2:00 pm Wednesday July 8th 2015.

BIDDERS MAY MAKE COPIES OF THE BID SPECIFICATIONS BUT ARE TO RETURN THE ENTIRE BID PACKAGE WITH THEIR BID PRICE SUBMITTAL.

Bids are to be mailed to: CITY OF BENTONVILLE
PURCHASING OFFICE
117 WEST CENTRAL AVENUE
BENTONVILLE, AR 72712

Bids may be hand delivered to the Purchasing Office located in City Hall on the 1st floor.

License No. [REDACTED]

ID #4453

State of Arkansas

Contractors Licensing Board

ASPLUNDH TREE EXPERT CO.
708 BLAIR MILL RD; ATTN: DOLORES LEE-LEGAL DEPT
WILLOW GROVE, PA 19090-1784

ASPLUNDH TREE EXPERT CO.

This is to Certify That _____

is duly licensed under the provisions of Act 150 of the 1965 Acts as amended
and is entitled to practice Contracting in the State of Arkansas within the
following classification:

SPECIALTY
Right of Way Clearing

with the following suggested bid limit _____ Unlimited

from _____ April 10, 2015 _____ until _____ April 30, 2016

when this Certificate expires.

Witness our hands of the Board, dated at North Little Rock, Arkansas:



[REDACTED]

CHAIRMAN

[REDACTED]

SECRETARY

April 10, 2015 - da



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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 28, 2015

Submitted by:

Ed Wheeler

Department

Administration

Phone

2713191

ACTION REQUIRED:

Request City Council approve the destruction (by shredding) of Sixty Three (63) "Copy-Paper-Sized" boxes of old City records. These old records had been stored in the former City Clerk's file storage room, and then in the 2nd floor break room of City Hall. These old records have been reviewed twice by Human Resources and the Finance department, and any records that required retention have been removed from these records.

COST TO CITY:

Cost of this Request: None

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE DESTRUCTION OF
CERTAIN DOCUMENTS OF THE CITY OF
BENTONVILLE.**

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

Section 1: That the documents identified on the attached agenda item, belonging to the City of Bentonville, are hereby declared to be surplus, and the retention of said records is no longer required or necessary

Section 2: That the Mayor or his designee is therefore authorized to destroy said documents in an appropriate manner.

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

PASSED and APPROVED this ____ day of _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



**Revised Agenda:
Correction for Item No. 6**

BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, July 28, 2015 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, July 28, 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: July 14, 2015**

AGENDA

1. Recognition by City Council of Michael and Lisa Clark who live at 108 SE 3rd Street. The property was nominated by a Bentonville resident and won the July Residential Yard of the Month award. Please refer to memo.
2. Recognition by City Council of Steve and Nick Fisher with Dream Structures, the exclusive builders of Wildwood Subdivision, Phase V. Steve and Nick Fisher are the first recipients of the City of Bentonville's "Grow with Trees Award". Please refer to memo.
3. Planning:
- 3a. **Hope Church of Northwest Arkansas: Lot Split, Lots 3 & 4 Schulz Addition, 1700 Southeast Moberly Lane, Zoned, R-1, Single Family Residential.**

The planning commission voted 7-0 recommending approval.

The applicant has submitted a lot split for property located at 1700 Southeast Moberly Lane that resides in the R-1, Single Family zoning district. The plat as provided by the applicant indicates the creation of two new lots and will be known as Lot 3 (6.44 acres) and Lot 4 (2.94 acres) of Schulz Addition. Right-of-way is being dedicated along Southeast Moberly Lane per the master street

plan. Right-of-way is also being dedicated for a future cul-de-sac to be constructed at the east end of Southeast 17th Street. A cross access easement, utility easement and drainage easement are being dedicated with the plat. Water and sewer services are available to both lots.

- 3b. **City of Bentonville: Property Line Adjustment, Lot 18, Block 1, Smartts Addition, 401 South Main 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 at 402 South Main Street that resides in the DE, Downtown Edge zoning district. The plat as provided by the applicant proposes the creation of one new lot from three existing lots and will be known as Lot 18, Block 1, of Smartts Addition (0.51 acres). Right-of-way and a utility easement are both being dedicated along South Main Street. Water and sewer services are available to this location.

- 3c. **Sally and Roger Jones: Rezoning, R-1, Single Family Residential to R-2, Duplex & Patio Home Residential, Oakwood Avenue (Lot 8 Morrison Heights 2)**

The planning commission voted 7-0 recommending approval.

The applicant has requested a rezoning from R-1 to R-2. This lot is undeveloped within a duplex and patio home subdivision. The R-2 District will allow the last remaining lot within the established duplex subdivision to be developed and will be consistent with the surrounding homes while providing a variety of housing types in an area of the city where the environment is compatible with low to moderate density residential development.

- 3d. **Emerald Isle Holding, LLC: Rezoning, Southwest 'B' & Southwest 4th Street, Single Family Residential to D-E, Downtown Edge.**

The planning commission voted 7-0 recommending approval.

The applicants have requested a rezoning from R-1 to R-2 to build 3 single family structures on the property.

- 3e. **Mathias Shopping Centers Inc.: Rezoning Request from R-1, Single Family Residential to I-1, Light Industrial.**

The planning commission voted 7-0 recommending approval.

The applicants have requested a rezoning from R-1 to I-1. The property is currently undeveloped.

4. Request acceptance of a bid from Frank Sharum Landscape Design in the amount of \$68,462.00 to allow for the purchase and delivery of 988 trees in 12 varieties for the 3rd Annual Tree Planting Blitz to be held on October 16, 2015.

5. Public Hearing and ordinance vacating a utility easement located in part of Lot 18 of Blueberry Heights Subdivision, to the City of Bentonville, Arkansas, Benton County, Arkansas.
6. A resolution setting a public hearing for August 11, 2015 and correcting and amending Item #6 for an alley and right of way vacation in W.A. Burks Addition.
7. A resolution for the Mayor and City Clerk to assign an airport ground lease from Cornerstone Aviation LLC to Benjamin and Felicity Meyer. Said lease is known as Suite #5 2501 SW "I" Street.
8. Council approval of a resolution authorizing the Mayor and Clerk to enter into Supplemental Agreement #3 for professional services with Burns & McDonnell Engineering for additional services and scope of work on the 8th Street Improvements Project in the amount of \$234,268.06. See attached memo and supporting contract documents. This supplemental agreement has been approved by the AHTD and FHWA.
9. Council approval of a resolution authorizing the Mayor and Clerk to enter into an agreement with Natural State Stream Land Company for the purchase of streambank mitigation credit requirements (9,873 credits) by the Corps of Engineers for the Tributary 2 Drainage Project for \$42/credit (total of \$414,666). See attached memo and supporting documentation.
10. Request a budget adjustment in the amount of \$345,000.00. This amount will purchase, equip, and provide set up for seven (7) 2016 Chevrolet Tahoes and replace five (5) cameras. These Tahoes will replace five (5) total 2008 and 2009 Ford Crown Victorias, and one (1) 2008 Dodge Durango that are scheduled for replacement in the 2016 Budget. The amount will also purchase one additional Tahoe to be used for the previously approved, mid-year personnel addition of the Community Officer (Note: the vehicle for the second approved position, the Domestic Violence Detective, was purchased by the Benton County Prosecutor's Office at no cost to the City). This budget adjustment is related to GM overselling 2015 models and subsequently converting 2015 models to 2016 models, leaving a local dealer (Superior in Siloam Springs) with available units that will meet our specifications. Additionally, Chevrolet has also developed a police pursuit vehicle Tahoe (PPV) with fully selectable 4 wheel drive. These 4WD PPV Tahoes are identical in capability to our present 2WD Tahoes but have all weather capabilities and can be available to the City at 2015 State Bid prices (approximately \$32,000.00 as equipped per vehicle). The cost reflected in this adjustment is our 2015 budgeted amount per vehicle (\$45,000.00) which allows for a \$32,000.00 vehicle cost and a \$13,000.00 equipment and set up cost and includes five car cameras (\$30,000.00). Considering an estimated cost increase next year (vehicles and equipment) of 3%, the early purchase of these vehicles would represent a cost saving to the city of about \$10,350.00. Additionally, due to the upgrade to 4 wheel drive vehicles with speed rated capabilities, this purchase would also increase the safety and capabilities of our police department with more all-weather capable vehicles that still retain better handling and stopping characteristics.

11. Request that the City Council declare certain items as being surplus, namely two (2) Remington 700 rifles. These rifles are more than 13 years old, are no longer in service, and were replaced with newer models in 2013. The rifles include serial numbers E6762124 and G6532294. Upon being declared surplus the above mentioned weapons can be traded in for a \$300.00 credit per firearm (\$600.00 total trade in) to a vendor (Class 3 firearms dealer) with which the city currently does business, such as Mile High Shooting or Phoenix Distributors. This trade in amount can be utilized to offset the cost of SWAT Team rifles that were previously budgeted for 2015. This trade in will provide for both a responsible disposition of these retired weapons and an overall cost savings to the city.
12. Recommend Mayor and city Council award the bid for Right of Way Clearing to Asplundh Tree Expert Co. as shown on the attached bid form.
13. Request City Council approve the destruction (by shredding) of Sixty Three (63) "Copy-Paper-Sized" boxes of old City records. These old records had been stored in the former City Clerk's file storage room, and then in the 2nd floor break room of City Hall. These old records have been reviewed twice by Human Resources and the Finance department, and any records that required retention have been removed from these records.