

1. Agenda

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[AUGUST 25, 2015 CITY COUNCIL FULL AGENDA.PDF](#)

2. Short Agenda

Documents:

[AUGUST 25, 2015 CITY COUNCIL SHORT AGENDA.PDF](#)



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, August 25, 2015 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, August 25, 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: August 11, 2015
Swear in Police Officers: Andrew Max Burger, Nicholas Raymond, Audrey
Thompson, and Colin Shrum**

AGENDA

1. Budget Award Presentation by Mayor Bob McCaslin.
2. Planning:
 - 2a. **Hope Church of Northwest Arkansas: Lot Split, Lots 3 & 4 Schulz Addition, 1700 Southeast Moberly Lane, Zoned R-1.**
(Pages 7-10)
The planning commission voted 7-0 recommending approval on July 21, 2015.

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.

- 2b. **Robert & Kathy Farno-Property Line Adjustment, Lot 26, Block 10 of W.A. Burks Addition, Northeast Park Street & Fillmore Street (Northwest corner of intersection) Zoned R-1.**

(Pages 11-14)

The planning commission voted 6-0 recommending approval.

The applicant has submitted a property line adjustment for property located on the northwest corner of the intersection of Northeast Park Street and Fillmore Street. The property is within the W.A. Burks subdivision and is zoned R-1, Single Family Residential. The plat as provided by the applicant indicates the combination of 3-1/2 existing lots into one lot that will be known as Lot 26 (0.60 acres), Block 10 of W.A. Burks Addition. Three and a half feet of right-of-way is being dedicated along Fillmore Street for a total of 26' feet from the center line per the Master Street Plan. Water service is available to this location.

- 2c. **Jeff & Julie Fackler: Property Line Adjustment, Lot 9, Block 4 of Deming's Addition, Northwest 'A' Street & Northwest 4th Street.**

(Pages 15-18)

The planning commission voted 6-0 recommending approval.

The applicant has submitted a property line adjustment for property located on the northwest corner of the intersection of Northwest 'A' Street and Northwest 4th Street. The plat as provided by the applicant proposes the creation of 1 new lot from 2-1/2 existing lots and will be known as Lot 9 (0.31 acres), Block 4 of Deming's Addition. Thirty feet of right-of-way is being dedicated along Northwest 'A' Street and utility easements are also being dedicated to serve the new lot. Water and sewer services are available to this location.

- 2d. **Troy Link Enterprises, LLC & Arvest Bank: Property Line Adjustment, Lots 4 & 5 of AT&T Addition, South Walton Boulevard & Southwest 8th Street.**

(Pages 19-22)

The planning commission voted 6-0 recommending approval.

The applicant has submitted a property line adjustment for property located on the southeast corner of the intersection of South Walton Boulevard and Southwest 8th Street. The property is within the A & T Addition and is zoned C-3, Central Commercial. The plat as provided by the applicant indicates the adjustment of the common lot line between the two existing lots to accommodate the 8W development and the two new lots will be known as Lot 4 (1.10 acres) and Lot 5 (0.15 acres) of A & T Addition. Right-of-way is being dedicated along Southwest 8th Street per the Master Street Plan and right-of-way along South Walton Boulevard already exists. Additional easements are also being dedicated along both streets to serve the two lots. Water service is available to this location.

- 2e. **Brent Campbell: Lot Split, Lot 1 of Campbell Subdivision, Northeast 'C' Street & Northeast Blake Avenue, Zoned R-1.**

(Pages 23-26)

The planning commission voted 6-0 recommending approval.

The applicant has submitted a lot split for property located at just east of the intersection of Northeast Blake Avenue and Northeast 'C' Street that resides in the R-1, Single Family zoning district. The plat as provided by the applicant shows the creation of one new lot that will be known as Lot 1 (0.19 acres) of Campbell Subdivision. Right-of-way is being dedicated along Northeast 'C' Street per the master street plan. Water and sewer services are available to this lot.

- 2f. **Carlson, Davisson, MSB Holdings, LLC & Drummond Industries, Inc.: Rezoning, 204 & 206 Northwest 3rd Street & 301 Northwest 'A' Street.**

(Pages 27-31)

The planning commission voted 6-0 recommending approval.

The applicants have requested a rezoning from R-1, Single Family Residential to D-E, downtown Edge.

- 2g. **Bike Rack Group, LLC: Rezoning, 909 North Main Street, W.A. Burks Addition.**

(Pages 32-35)

The planning commission voted 6-0 recommending approval.

The applicants are requesting a rezoning from R-1, Single Family Residential to RC-2 Central Residential-Moderate Density.

- 2h. **Cottonwood Development LLC: Rezoning, Southwest 22nd Street and Southeast G Street, Zoned PUD, Planned Unit Development.**

(Pages 36-39)

The planning commission voted 6-0 recommending approval.

The applicants have requested a rezoning from PUD, Planned Unit Development to C-2 General Commercial.

3. A resolution setting a public hearing for a utility easement vacation located in A & T Addition. (Pages 40-42)

4. Approval of a resolution accepting a grant in an amount up to \$91,065.00 from the FAA for funding of the Airport Runway South Obstruction Removal project. Total cost of the project is \$101,184.00. The remaining \$10,120.00 is anticipated to be reimbursed by the Arkansas Department of Aeronautics upon completion of the project. (Pages 43-45)

5. Staff recommends Council waive competitive bidding requirements for repair of an existing recirculation pump at the Wastewater Treatment Plant for a total cost of \$26,500.48. This pump is the spare pump but this pump is critical to maintain ammonia and nitrate levels in the plant. Cost of repair will be covered by O&M budgeted funds. (Pages 46-51)

- 6a. Staff recommends awarding Bid No. 15-42 to Seven Valleys Concrete LLC in an amount of \$224,008.00 for repair of the corroded concrete and gates in the

influent channel at the wastewater treatment plant. This project is not budgeted and will be funded with excess money from the EPA set-aside.

(Pages 52-55)

- 6b. Staff requests Council approval of a budget adjustment in the amount of \$224,008.00 for the repair of the influent channel at the wastewater treatment plant. This is not a budgeted item, but is an emergency repair. Money left over in the EPA set-aside will be used to cover costs of this repair. Approximately \$250,000.00 is left in the EPA set-aside. **(Pages 56-58)**
7. Staff requests City Council approval of a Resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Garver to perform a biosolids master plan for the Wastewater Treatment Plant in an amount not to exceed \$50,000.00. This is a budgeted item. **(Pages 59-71)**
8. Council approval of a Resolution authorizing the Mayor and City Clerk to enter into a real estate contract to exchange equal property with Keeling Company in Keeling Subdivision for the development of the new City Maintenance Facility and associated public improvements. See attached memo. **(Pages 72-84)**
- 9a. Fire Department Staff recommends Council award bid # 15-39 in the amount of \$44,489.90 to EVS for the purchase of a Self-Contained Breathing Apparatus (SCBA) compressor for Station 6. **(Pages 85-86)**
- 9b. Fire Department Staff recommends Council approve a budget adjustment in the amount of \$44,489.90 to purchase a Self-Contained Breathing Apparatus (SCBA) Compressor to be placed at Station 6. This amount includes taxes and installation. **(Pages 87-89)**
10. Council approval of Mayor McCaslin's recommendation to appoint Shara Fisher to the Parks and Recreation Advisory Board. Fisher replaces Chad Evans who recently resigned. (Term Expires 12/31/17) **(Pages 90-93)**

**City Council
Agenda
August 25, 2015**

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

The planning commission voted 7-0 recommending approval on July 21, 2015.

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.

Robert & Kathy Farno-Property Line Adjustment, Lot 26, Block 10 of W.A. Burks Addition, Northeast Park Street & Fillmore Street (Northwest corner of intersection) Zoned R-1.

The planning commission voted 6-0 recommending approval.

The applicant has submitted a property line adjustment for property located on the northwest corner of the intersection of Northeast Park Street and Fillmore Street. The property is within the W.A. Burks subdivision and is zoned R-1, Single Family Residential. The plat as provided by the applicant indicates the combination of 3-1/2 existing lots into one lot that will be known as Lot 26 (0.60 acres), Block 10 of W.A. Burks Addition. Three and a half feet of right-of-way is being dedicated along Fillmore Street for a total of 26' feet from the center line per the Master Street Plan. Water service is available to this location.

Jeff & Julie Fackler: Property Line Adjustment, Lot 9, Block 4 of Deming's Addition, Northwest 'A' Street & Northwest 4th Street.

The planning commission voted 6-0 recommending approval.

The applicant has submitted a property line adjustment for property located on the northwest corner of the intersection of Northwest 'A' Street and Northwest 4th Street. The plat as provided by the applicant proposes the creation of 1 new lot from 2-1/2 existing lots and will be known as Lot 9 (0.31 acres), Block 4 of Deming's Addition. Thirty feet of right-of-way is being dedicated along Northwest 'A' Street and utility easements are also being dedicated to serve the new lot. Water and sewer services are available to this location.

Troy Link Enterprises, LLC & Arvest Bank: Property Line Adjustment, Lots 4 & 5 of AT&T Addition, South Walton Boulevard & Southwest 8th Street.

The planning commission voted 6-0 recommending approval.

The applicant has submitted a property line adjustment for property located on the southeast corner of the intersection of South Walton Boulevard and Southwest 8th Street. The property is within the A & T Addition and is zoned C-3, Central Commercial. The plat as provided by the applicant indicates the adjustment of the common lot line between the two existing lots to accommodate the 8W development and the two new lots will be known as Lot 4 (1.10 acres) and Lot 5 (0.15 acres) of A & T Addition. Right-of-way is being dedicated along Southwest 8th Street per the Master Street Plan and right-of-way along South Walton Boulevard already exists. Additional easements are also being dedicated along both streets to serve the two lots. Water service is available to this location.

Brent Campbell: Lot Split, Lot 1 of Campbell Subdivision, Northeast 'C' Street & Northeast Blake Avenue, Zoned R-1.

The planning commission voted 6-0 recommending approval.

The applicant has submitted a lot split for property located at just east of the intersection of Northeast Blake Avenue and Northeast 'C' Street that resides in the R-1, Single Family zoning district. The plat as provided by the applicant shows the creation of one new lot that will be known as Lot 1 (0.19 acres) of Campbell Subdivision. Right-of-way is being dedicated along Northeast 'C' Street per the master street plan. Water and sewer services are available to this lot.

Carlson, Davisson, MSB Holdings, LLC & Drummond Industries, Inc.: Rezoning, 204 & 206 Northwest 3rd Street & 301 Northwest 'A' Street.

The planning commission voted 6-0 recommending approval.

The applicants have requested a rezoning from R-1, Single Family Residential to D-E, downtown Edge.

Bike Rack Group, LLC: Rezoning, 909 North Main Street, W.A. Burks Addition.

The planning commission voted 6-0 recommending approval.

The applicants are requesting a rezoning from R-1, Single Family Residential to RC-2 Central Residential-Moderate Density.

Cottonwood Development LLC: Rezoning, Southwest 22nd Street and Southeast G Street, Zoned PUD, Planned Unit Development.

The planning commission voted 6-0 recommending approval.

The applicants have requested a rezoning from PUD, Planned Unit Development to C-2 General Commercial.

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.

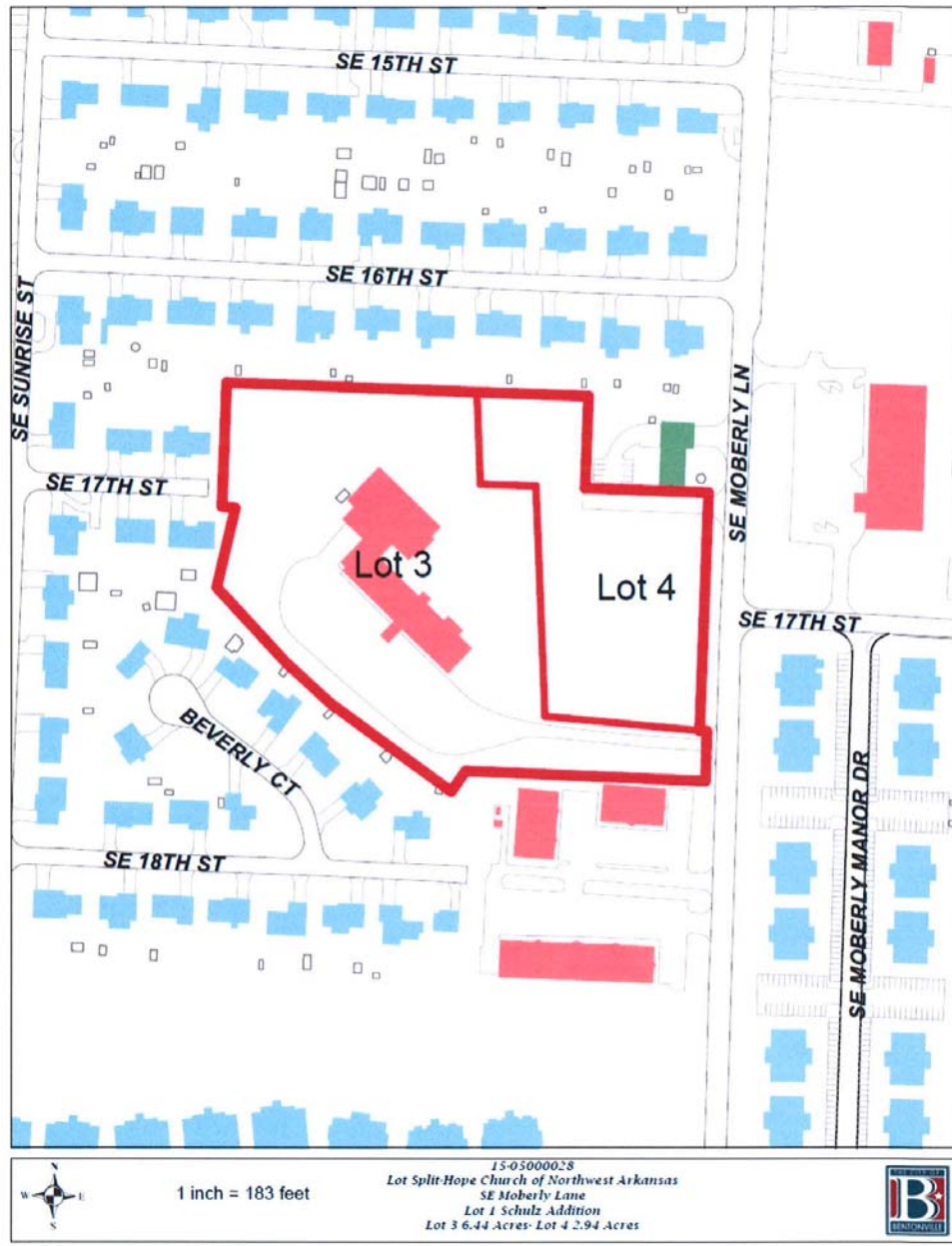
Water / Sewer: Per the G.I.S. site, water and sewer currently in use on site.

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**.



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 26, Block 10 of W.A. Burks Addition

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP Community Development Director
FROM: Jon Stanley, Planner
PC DATE: August 18, 2015

GENERAL INFORMATION:

Project Number: 15-07000014

Applicant: Robert & Kathy Farno

Representative: Leonard Gabbard (James Layout Services, LLC)

Requested Action: Property Line Adjustment Approval

Location: Northeast Park Street & Fillmore Street (Northwest corner of intersection)

Existing Zoning: R-1, Single Family Residential

Land Use Plan: Low Density Residential

BACKGROUND:

The applicant has submitted a property line adjustment for property located on the northwest corner of the intersection of Northeast Park Street and Fillmore Street. The property is within the W.A. Burks subdivision and is zoned R-1, Single Family Residential. The plat as provided by the applicant indicates the combination of 3-1/2 existing lots into one lot that will be known as Lot 26 (0.60 acres), Block 10 of W.A. Burks Addition. Three and a half feet of right-of-way is being dedicated along Fillmore Street for a total of 26' feet from the center line per the Master Street Plan. Water service is available to this location.

SURROUNDING LAND USES AND ZONING:

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

STREETS

Direction	Name	Classification
North	-	-
South	Northeast Park Street	Local
East	Fillmore Street	Local
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 vacant in an established single family subdivision.

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

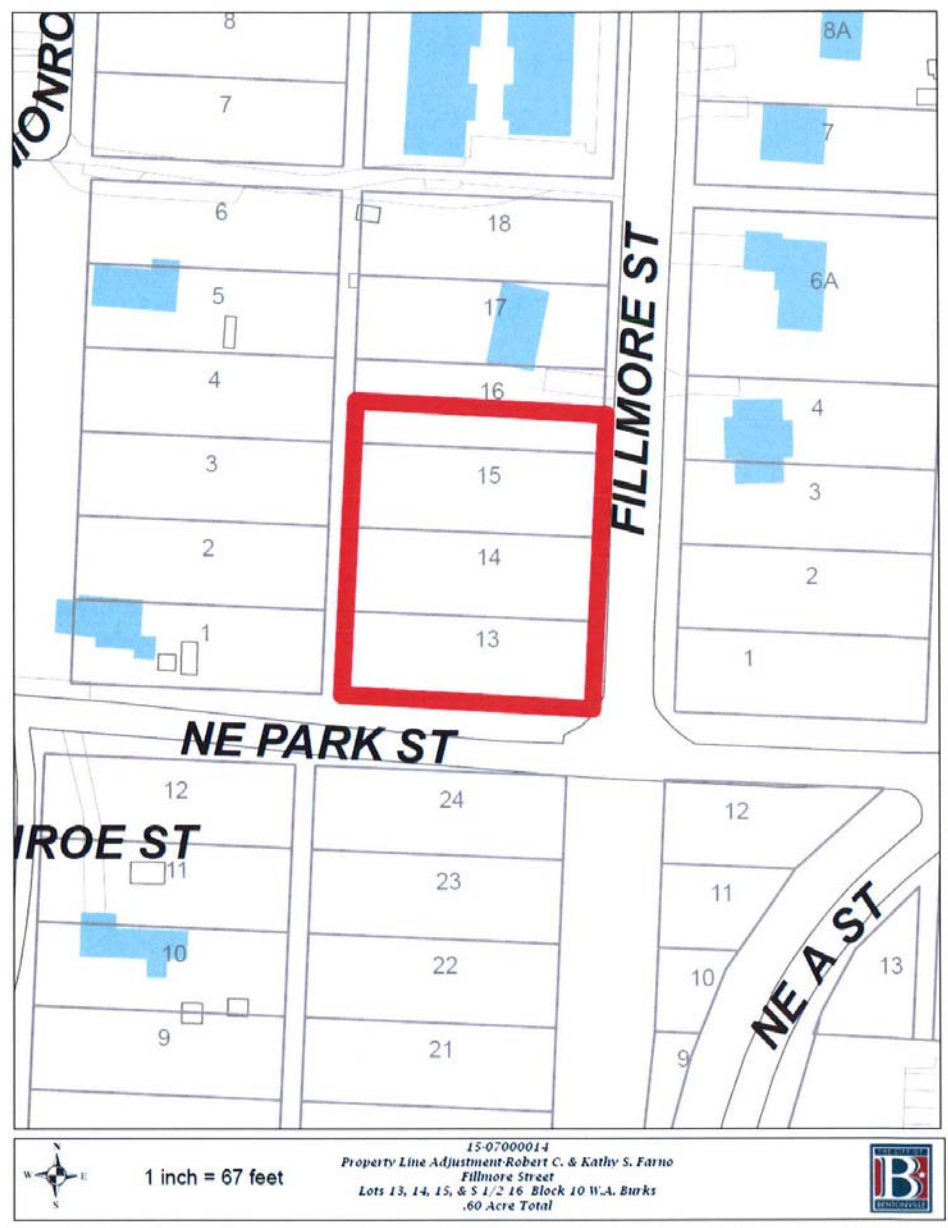
Water / Sewer: Per the G.I.S. site, water and sewer currently in use on site.

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**.



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 26, BLOCK 10 OF W.A.BURKS 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 26, Block 10 of W.A. Burks Addition, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 18th day of August, 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 26, Block 10 of W.A. Burks 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

Planning Commission Staff Report
Property Line Adjustment: Lot 9, Block 4 of Deming's Addition

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP Community Development Director
FROM: Jon Stanley, Planner
PC DATE: August 18, 2015

GENERAL INFORMATION:

Project Number: 15-05000027

Applicant: Jeff & Julie Fackler

Representative: Derrick Thomas (Bates & Associates)

Requested Action: Property Line Adjustment Approval

Location: Northwest 'A' Street & Northwest 4th Street (Northwest corner of intersection)

Existing Zoning: R-1, Single Family Residential

Land Use Plan: Low Density Residential

BACKGROUND:

The applicant has submitted a property line adjustment for property located on the northwest corner of the intersection of Northwest 'A' Street and Northwest 4th Street. The plat as provided by the applicant proposes the creation of 1 new lot from 2-1/2 existing lots and will be known as Lot 9 (0.31 acres), Block 4 of Deming's Addition. Thirty feet of right-of-way is being dedicated along Northwest 'A' Street and utility easements are also be dedicate to serve the new lot. Water and sewer services are available to this location.

SURROUNDING LAND USES AND ZONING:

Direction	Zoning	Land Use
North	R-1, Single Family Residential	Low Density Residential
South	R-3, Medium Density Residential	Low Density Residential
East	R-1, Single Family Residential	Downtown Mixed Use Residential
West	R-1, Single Family Residential	Low Density Residential

STREETS

Direction	Name	Classification
North	-	-
South	Northwest 4th Street	Local
East	Northwest 'A' Street	Collector
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 vacant in an established single family subdivision near 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.

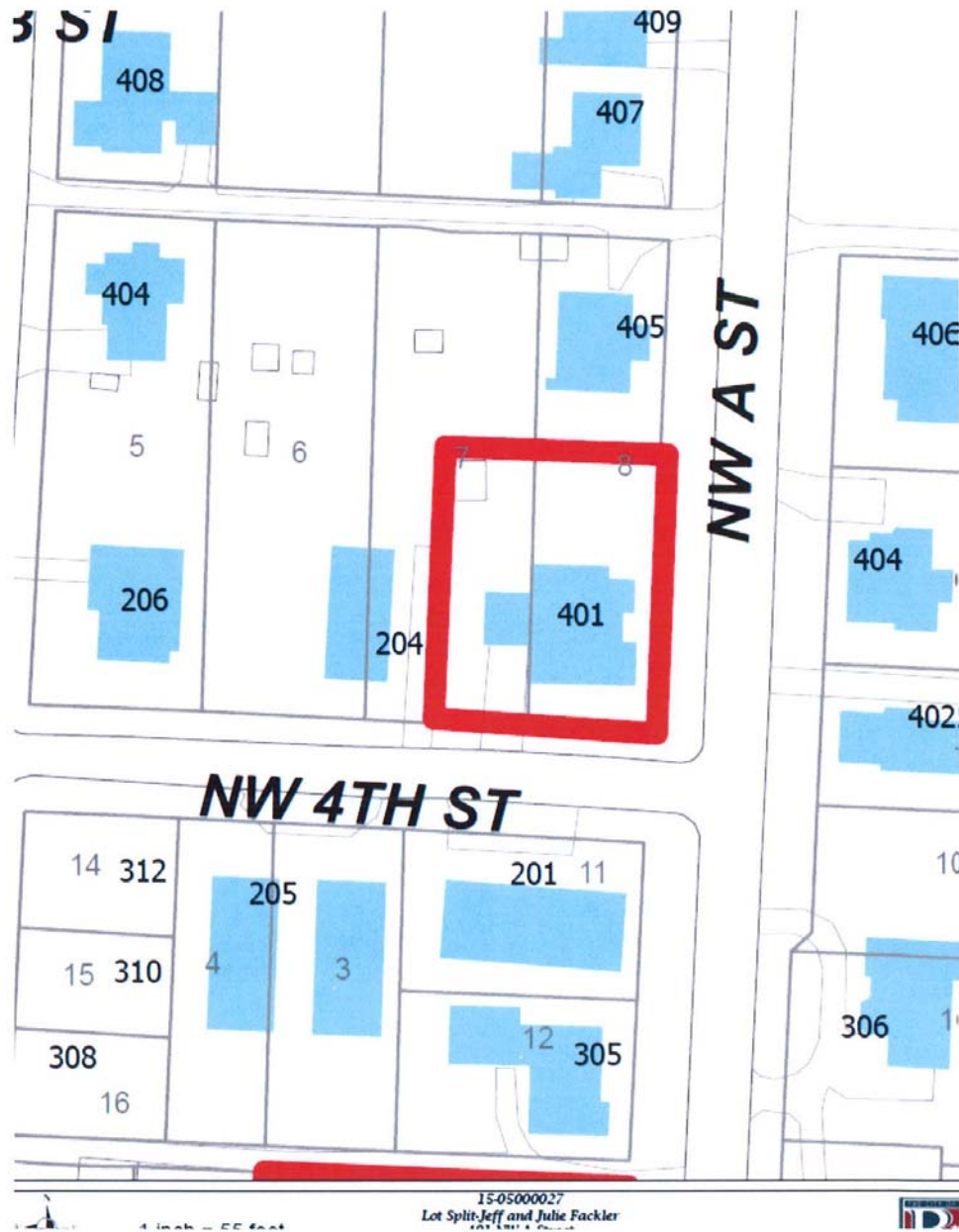
Waiver(s): The applicant has submitted 1 waiver request.

- o Waiver to The Design Standards, Streets, Right of Way Dedication Requirements: (Art 1100, Sec 1100.5.B) Ordinance states that Subdivisions and large-scale developments shall dedicate sufficient right-of-way to bring those streets which the Master Street Plan shows to abut or intersect the development into conformance with the right-of-way requirements of the most recently adopted Master Street Plan for said streets. The current Master Street Plan requires 70' of right -of-way be dedicated for a Collector street, 35 feet from centerline and the applicant is requesting to dedicate 30 feet from center line. (See attached waiver request letter provide by the applicant.)

Analysis / Conclusion: This property line adjustment **DOES NOT** meet the minimum requirements of the subdivision regulations due to the waiver request.

RECOMMENDATION:

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



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 9, BLOCK 4 OF DEMING'S 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 9, Block 4 of Deming's Addition, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 18th day of August, 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 9, Block 4 of Deming's Addition, to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said 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

Planning Commission Staff Report
Property Line Adjustment: Lots 4 & 5 of A & T Addition

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP Community Development Director
FROM: Jon Stanley, Planner
PC DATE: August 18, 2015

GENERAL INFORMATION:

Project Number: 15-07000018

Applicant: Troy Link Enterprises, LLC & Arvest Bank

Representative: Sammi May (Morrison Shipley Engineers)

Requested Action: Property Line Adjustment Approval

Location: South Walton Boulevard & Southwest 8th Street (Southeast corner of intersection)

Existing Zoning: C-3, Central Commercial

Land Use Plan: Low Density Residential

BACKGROUND:

The applicant has submitted a property line adjustment for property located on the southeast corner of the intersection of South Walton Boulevard and Southwest 8th Street. The property is within the A & T Addition and is zoned C-3, Central Commercial. The plat as provided by the applicant indicates the adjustment of the common lot line between the two existing lots to accommodate the 8W development and the two new lots will be known as Lot 4 (1.10 acres) and Lot 5 (0.15 acres) of A & T Addition. Right-of-way is being dedicated along Southwest 8th Street per the Master Street Plan and right-of-way along South Walton Boulevard already exists. Additional easements are also being dedicated along both streets to serve the two lots. Water service is available to this location.

SURROUNDING LAND USES AND ZONING:

Direction	Zoning	Land Use
North	C-2, General Commercial	Commercial
South	C-2, General Commercial	Commercial
East	C-2, General Commercial	Commercial
West	C-2, General Commercial	Commercial

STREETS

Direction	Name	Classification
North	Southwest 8 th Street	Arterial
South	-	-
East	-	-
West	South Walton Boulevard	Arterial

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 a vacant parking lot, retail fast food, office and bank ATM along an established commercial corridor.

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**.



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 4 & 5 OF A&T
ADDITION, TO THE CITY OF BENTONVILLE, ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment Lots 4 & 5 of A&T Addition, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 18th day of August, 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 Lots 4 & 5 of A&T 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

Planning Commission Staff Report
Lot Split: Lot 1 of Campbell Subdivision

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP Community Development Director
FROM: Jon Stanley, Planner
PC DATE: August 18, 2015

GENERAL INFORMATION:

Project Number: 15-05000029

Applicant: Brent Campbell

Representative: Rob Caster (Caster & Associates)

Requested Action: Lot Split Approval

Location: Northeast 'C' Street & Northeast Blake Avenue

Existing Zoning: R-1, Single Family Residential

Land Use Plan: Downtown Mixed Use Residential

BACKGROUND:

The applicant has submitted a lot split for property located at just east of the intersection of Northeast Blake Avenue and Northeast 'C' Street that resides in the R-1, Single Family zoning district. The plat as provided by the applicant shows the creation of one new lot that will be known as Lot 1 (0.19 acres) of Campbell Subdivision. Right-of-way is being dedicated along Northeast 'C' Street per the master street plan. Water and sewer services are available to this lot.

SURROUNDING LAND USES AND ZONING:

Direction	Zoning	Land Use
North	R-1, Single Family Residential	Downtown Mixed Use Residential
South	R-1, Single Family Residential	Residential Estate
East	DE, Downtown Edge	Residential Estate
West	DE, Downtown Edge	Downtown Mixed Use Residential

STREETS

Direction	Name	Classification
North	-	-
South	-	-
East	Northeast Blake Avenue & Northeast 'C' Street	Both are Local
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 a vacant lot in established mixed use residential area near downtown.

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

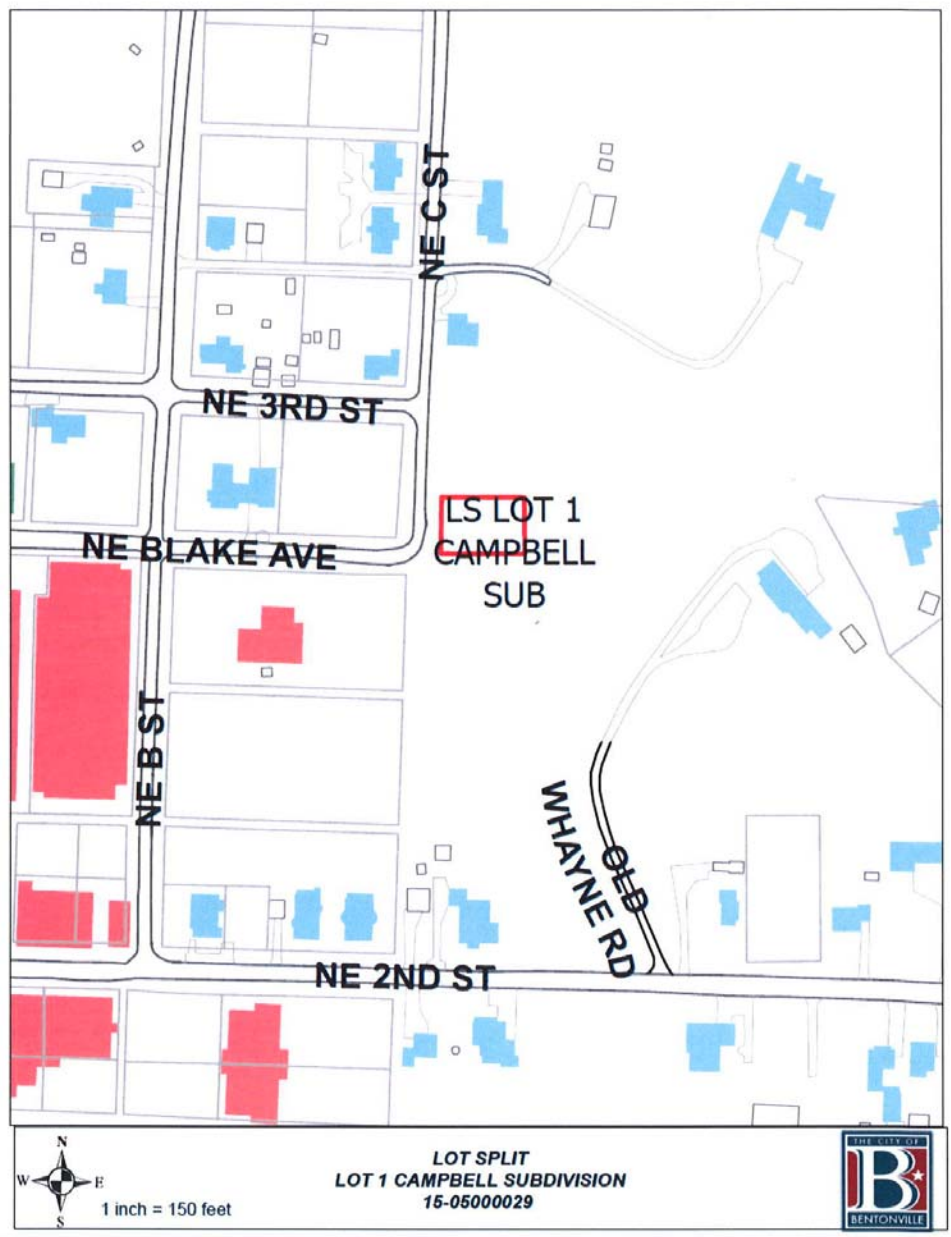
Water / Sewer: Per the G.I.S. site, water and sewer currently in use on site.

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**.



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 1 OF CAMPBELL SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS.

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lot 1 of Campbell Subdivision, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 18th day of August, 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 Lot 1 of Campbell Subdivision, to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2015

ATTEST

APPROVED

CITY CLERK

MAYOR



PC Meeting of: August 4, 2015

The City of Bentonville, Arkansas

305 S.W. "A" Street
Bentonville, AR 72212
Telephone: (479) 271-3122
Fax: (479) 271-5906

**REZONING: Carlson, Davisson, MSB Holdings, LLC, & Drummond Industries, Inc. (r-1
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: Troy Galloway, Community Development Director
THRU: Jon Stanley, Planner
DATE: August 18, 2015

GENERAL INFORMATION

H.T.E. Project Number: 15-01800002

Applicant/Current Owner: Carlson, Davisson, MSB Holdings, LLC, & Drummond Industries

Representative: Peter Farmer (Sand Creek Engineering)

Requested Action: Rezoning

Location: 204 & 206 Northwest 3rd Street & 301 Northwest 'A' Street

Existing Zoning: R-1, Single Family Residential

Proposed Zoning: D-E, Downtown Edge

Proposed Land Use Map Designation: Downtown Mixed Use Residential

BACKGROUND / HISTORY

Property Description/Site Inspection: A site inspection was completed; this property is currently the site of a single family home in an established residential neighborhood.

Surrounding Land Uses & Zonings:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	Multi-Family Apartments	R-3, Medium Density Residential	Low Density Residential
South	Town Houses	DE, Downtown Edge & R-1, Single Family Residential	Mixed Use
East	Single Family Residence	R-1, Single Family Residential	Downtown Mixed Use Residential
West	Single Family Residence	R-1, Single Family Residential	Low Density Residential

Surrounding Streets & Classifications:

Direction	Name	Master Street Plan Classification	Current Condition
North	-	-	-
South	Northwest 3 rd Street	Local	Two lane Asphalt no curb and gutter
East	Northwest 'A' Street	Collector	Two lane asphalt with curb and gutter
West	-	-	-

LEGAL NOTIFICATIONS

Public Notice: Staff published a legal notice in the Arkansas Democrat-Gazette, Northwest Arkansas Addition on July 3, 2015. In addition, staff posted a notice of public hearing sign on the properties on July 20, 2015. This **DOES** meet legal noticing requirements and is adequate for the scope of this rezoning application.

RELATIONSHIP TO THE GENERAL PLAN AND FUTURE LAND USE MAP

1. A determination of how the proposed change impacts the overall intent of the General Plan or the land use mix on the Future Land Use Map, how the proposed change effects other land uses.

Finding(s) of Staff: 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 land use map amendment 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 density will not adversely impact traffic in the adjacent area. The site will have connectivity to an arterial and a local street.

3. A determination as to whether the proposed land use 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: Public services area adequate for the increase in density. Water and sewer is readily available and emergency services area located within close proximity.

ANALYSIS, CONCLUSION, & SUMMARY

According to the City of Bentonville General Plan this designation permits for a mix of residential and non-residential development and will have the greatest potential for infill and redevelopment. The Downtown Mixed Use Residential classification creates an area of transition between the Mixed Use to the south and east and the low density residential to the north and west. The proposed land use map amendment 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 DE, 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, Carlson, Davisson, MSB holdings, LLC & Drummond Industries, 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 R-1 property to be used in accordance with city zoning laws and state laws; which property is described as follows:

Lots 8,9,10 Block 9 Deming's Addition, to the City of Bentonville, Arkansas

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 18th day of August 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 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 D-E 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: August 18, 2015

The City of Bentonville, Arkansas

305 S.W. "A" Street
Bentonville, AR 72212
Telephone: (479) 271-3122
Fax: (479) 271-5906

REZONING: BIKE RACK GROUP, LLC

R-1, Single Family Residential to RC-2, Central Residential- Moderate Density

Current Planning Division Correspondence: Planning Commission Staff Report

TO: City of Bentonville, Arkansas Planning Commission
FROM: Troy Galloway, Community Development Director
THRU: Beau Thompson, AICP, Senior Planner
DATE: August 18, 2015

GENERAL INFORMATION

H.T.E. Project Number: 15-009000028

Applicant/Current Owner: Bike Rack Group, LLC

Representative: Bike Rack Group, LLC/ Newell Development

Requested Action: Rezoning

Location: 909 North Main Street

Existing Zoning: R-1, Single Family Residential

Proposed Zoning: RC-2, Central Residential- Moderate Density

Future Land Use Map Designation: Downtown Mixed Use Residential

BACKGROUND / HISTORY

Property Description/Site Inspection: A site inspection was completed; this property is currently the site of a single family home in an established residential neighborhood.

Surrounding Land Uses & Zonings:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	Single Family Subdivision	R-1, Single Family Residential	Low Density Residential
South	Single Family Subdivision	R-1, Single Family Residential	Low Density Residential
East	Single Family Subdivision	R-1, Single Family Residential	Low Density Residential
West	Singe Family Subdivision	R-1, Single Family Residential	Low Density Residential

Surrounding Streets & Classifications:

Direction	Name	Master Street Plan Classification	Current Condition
North	-	-	-
South	-	-	-
East	North Main Street	Local	Two lane asphalt no curb and gutter.
West	-	-	-

LEGAL NOTIFICATIONS

Public Notice: The property owner and/or representative did mail certified public notices to property owners within a 200 foot radius of the subject site on July 31, 2015. Staff published a legal notice in the Arkansas Democrat-Gazette, Northwest Arkansas Addition on July 18, 2015. In addition, staff posted a notice of public hearing sign on the property on August 3, 2015. This **DOES** meet legal notification 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 a policy of the General Plan to encourage infill development within the core of the city. Through the use of the correct zoning designation the mix of uses can be compatible to existing uses. As the area around the square redevelops it is imperative that the City of Bentonville expands the redevelopment to corridors that feed the downtown area.

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

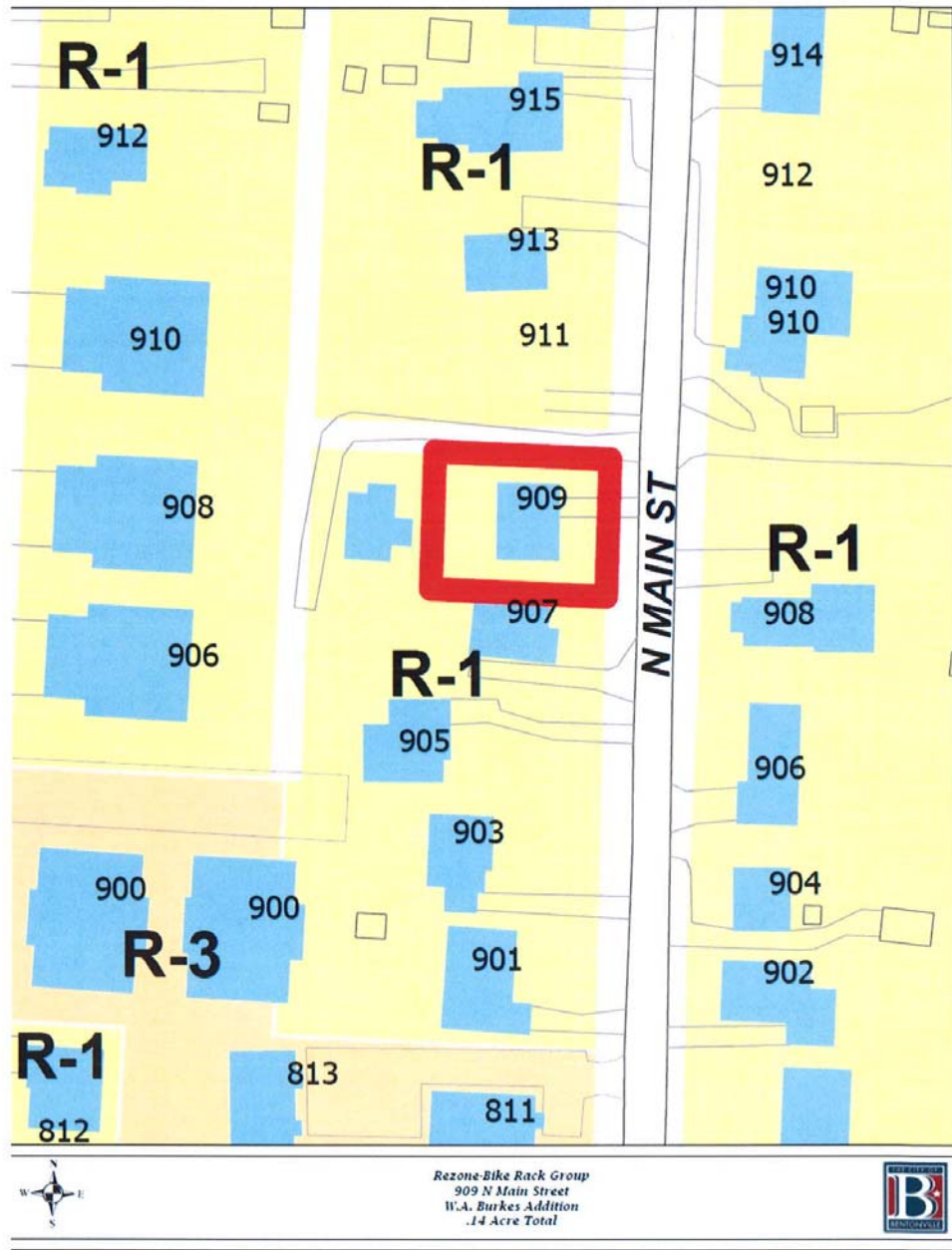
Finding(s) of Staff: The proposed density will not adversely impact traffic in the adjacent area. The site will have connectivity to a local street and pedestrian access to goods and service provided within the downtown.

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: Public services area adequate for the increase in density. Water and sewer is readily available and emergency services area located within close proximity.

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 RC-2, Central Residential Moderate Density.



ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION TO RC-2, CENTRAL RESIDENTIAL-MODERATE DENSITY.

WHEREAS, Bike Rack Group, 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 RC-2 property to be used in accordance with city zoning laws and state laws; which property is described as follows:

The East 90 feet of Lot 18 and the north 20 feet of the East 90 feet of Lot 17 in Block 1 in WA Burks Addition to the City of Bentonville, Arkansas.

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 18th day of August 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 RC-2 Central Residential-Moderate density 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 RC-2, Central Residential Moderate Density 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: August 18, 2015

The City of Bentonville, Arkansas

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

**REZONING: Cottonwood Development LLC
PUD, Planning Unit Development to C-2, General Commercial
Current Planning Division Correspondence: Planning Commission Staff Report**

TO: City of Bentonville, Arkansas Planning Commission
FROM: Beau Thompson, AICP, Senior Planner
THRU: Troy Galloway, AICP, Community Development Director
DATE: August 18, 2015

GENERAL INFORMATION

H.T.E. Project Number: 15-09000030
Applicant/Current Owner: Cottonwood Development LLC
Representative: Bill McClard
Requested Action: Rezoning
Location: Southeast 22nd Street and Southeast G Street
Existing Zoning: PUD, Planned Unit Development
Proposed Zoning: C-2, General Commercial
Future Land Use Map Designation: Office

BACKGROUND / HISTORY

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

Previous Rezoning Requests for this Property: The property was rezoned from R-3 Medium Density Residential to Planned Unit development on December 6, 2005 at that time the applicant proposed 8, 25,000 sq. ft. office and warehouse buildings.

Surrounding Land Uses & Zonings:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	Commercial	C-2, General Commercial	Office
South	Warehouse and Office	I-1, Light Industrial	Industrial
East	Vacant commercial	Expired PUD	Office and Commercial
West	Vacant commercial	C-2, General Commercial	Mixed Use

Surrounding Streets & Classifications:

Direction	Name	Master Street Plan Classification	Current Condition
North	Southeast 22 nd Street	Collector Street	2 lanes with Turning Lane, Curb and Gutter
South			
East	Southeast G Street	Local Street	2 lane curb and gutter
West			

LEGAL NOTIFICATIONS

Public Notice: On July 14,, 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 July 18, 2015. In addition, staff posted a notice of public hearing sign on the property on August 3, 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 located within a commercial subdivision with a mix of office and general commercial uses. The C-2, General Commercial zoning district will allow uses that are consistent with other uses in the near vicinity. The location on a collector street and the proximity to an arterial is in keeping with good land use decisions and consistent 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 property is currently located within close proximity to the intersection of a collector and arterial street. Current traffic conditions should not be altered by the proposed zoning.

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.

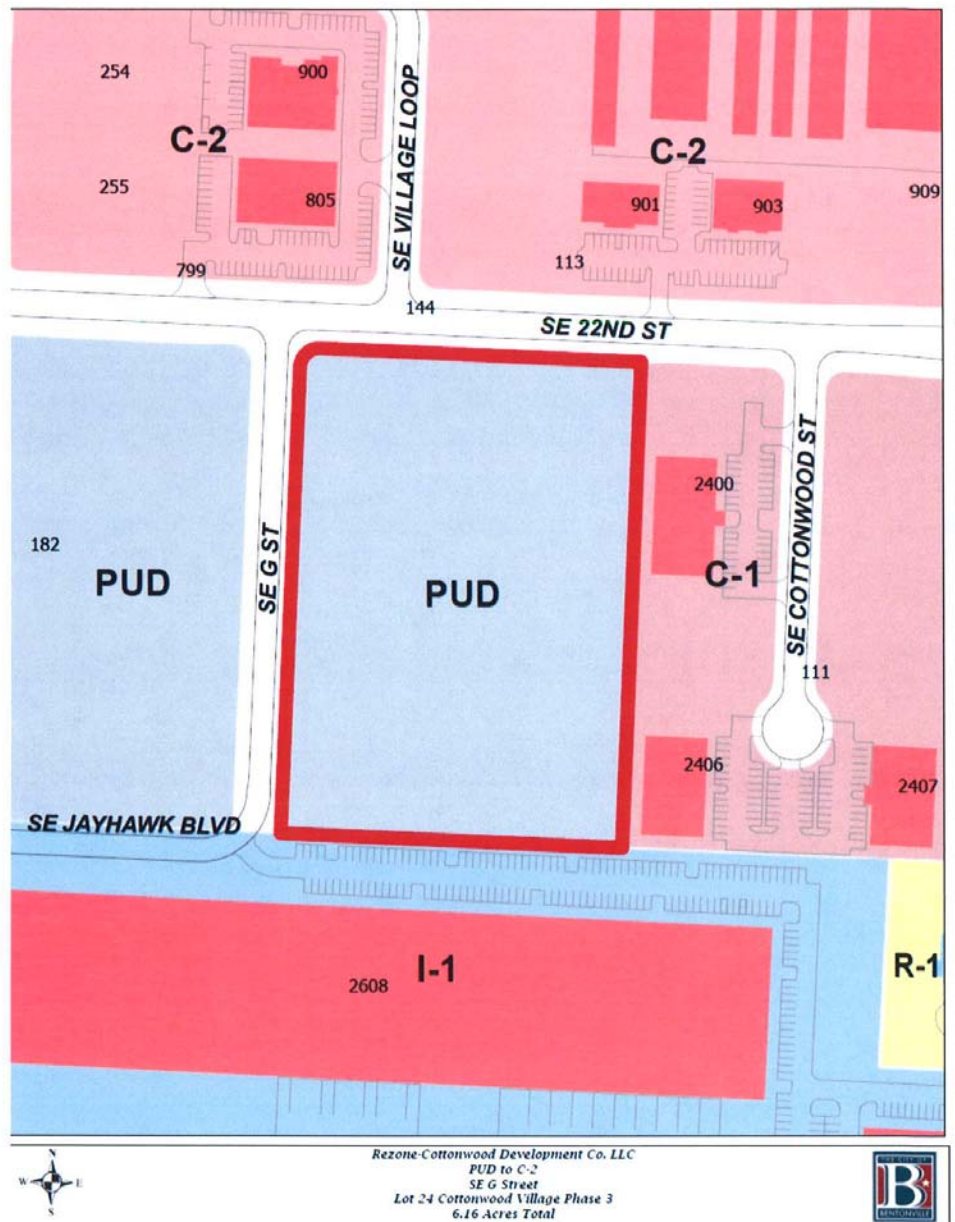
Finding(s) of Staff: City services are adequate at this location. Water and Sewer are both available along Southeast G Street.

ANALYSIS, CONCLUSION, & SUMMARY

The rezoning request is consistent with the City of Bentonville's Future Land Use Map, which depicts this property as office.

STAFF RECOMMENDATION

Staff has reviewed this application and based on the findings presented in this staff report, staff recommends APPROVAL of this rezoning from PUD, Planned Unit Development to C-2, General Commercial



ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION TO C-2, GENERAL COMMERCIAL.

WHEREAS, Cottonwood Development 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 C-2 property to be used in accordance with city zoning laws and state laws; which property is described as follows:

Lot 24 of Cottonwood Village Phase III contained in Section 5, Township 19, Range 30, being 6.16 acres, Bentonville, Benton County, Arkansas.

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 18th day of August 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 C-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 C-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



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 25, 2015

Submitted by:

Ben Peters

Department

Engineering

Phone

271-5993

ACTION REQUIRED:

A resolution setting a public hearing for a utility easement vacation located in A & T 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.

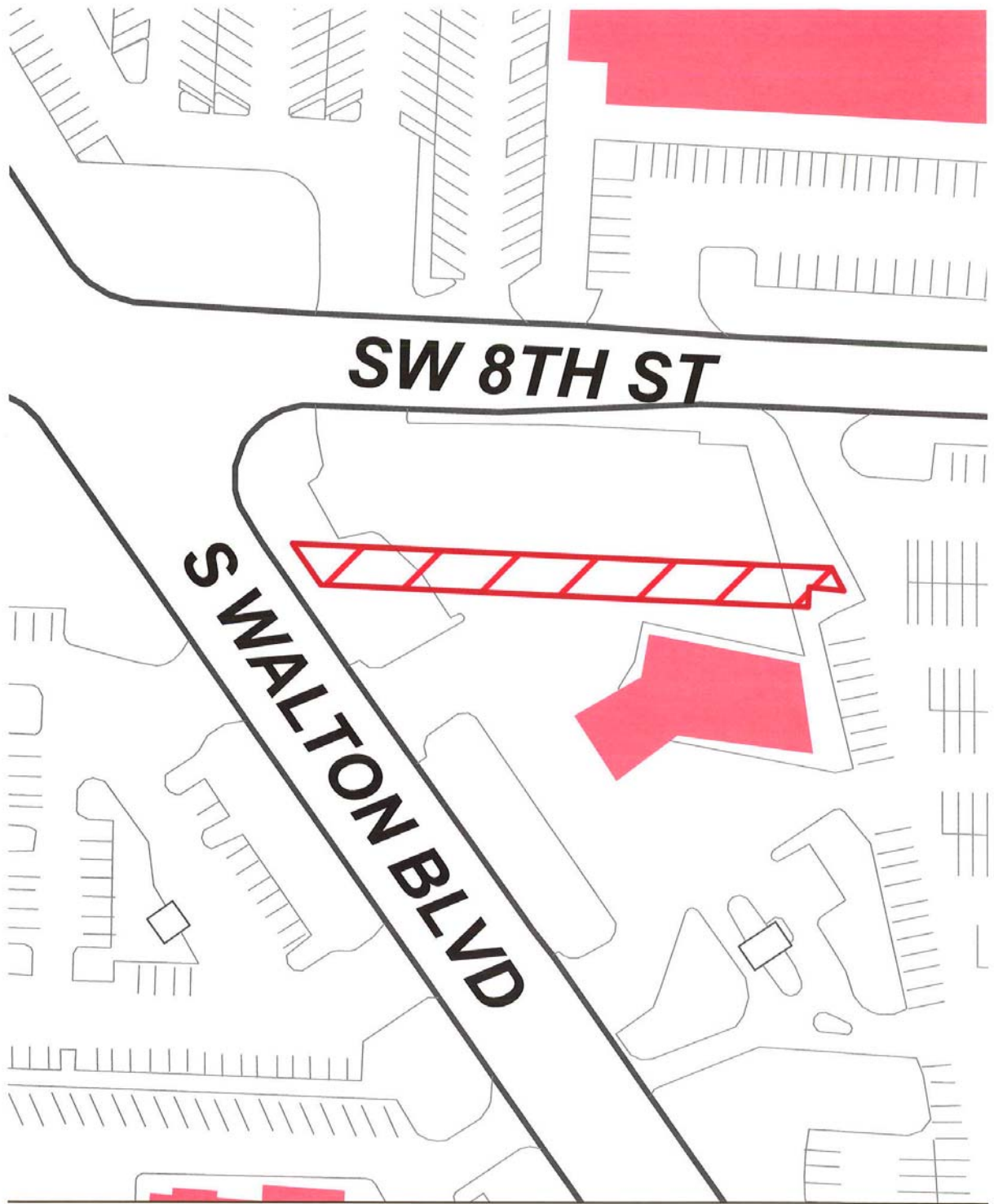
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





1 inch = 60 feet

20' Utility Easement Vacation
A & T Subdivision
805 S Walton Blvd



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 Troy Link Enterprises, LLC, requesting a utility easement vacation within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

All that Part of a 20 ft. utility easement lying between Lots 1 and 2, A & T Addition to the City of Bentonville, Arkansas shown in Plat Recorded 13-381; The west 20 foot being reserved for existing 20 feet utility easement.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close and vacate a utility easement at the above described property is set for hearing on Sept. 8, 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 #	
X	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
X	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

August 25, 2015

Submitted by:

Ben Peters

Department

Engineering

Phone

271-5993

ACTION REQUIRED:

Approval of a resolution accepting a grant in an amount up to \$91,065.00 from the FAA for funding of the Airport Runway South Obstruction Removal project. Total cost of the project is \$101,184.00. The remaining \$10,120.00 is anticipated to be reimbursed by the Arkansas Department of Aeronautics upon completion of the project.

COST TO CITY:

Cost of this Request: \$101,184

Additional Budget Amount \$101,184

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	101,184
Remaining After Adjustment	\$ 101,184

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





Date of Request: August 17, 2015

FAA has offered a grant of 90%, The State will pay the remaining 10%. The total project cost is estimated at \$101,184.00

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



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND
CITY CLERK TO ENTER INTO AN AGREEMENT
WITH THE FAA FOR AN AIRPORT IMPROVEMENT
PROGRAM GRANT FOR RUNWAY SOUTH END
OBSTRUCTION REMOVAL AT BENTONVILLE
MUNICIPAL AIRPORT

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter
into an agreement with the Federal Aviation Administration for Airport Improvement
Program Grant.

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

PASSED and APPROVED this _____ day of _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 25, 2015

Submitted by:

Nancy Busen

Department

Wastewater

Phone

271-3161

ACTION REQUIRED:

Staff recommends Council waive competitive bidding requirements for repair of an existing recirculation pump at the Wastewater Treatment Plant for a total cost of \$26,500.48. This pump is the spare pump but this pump is critical to maintain ammonia and nitrate levels in the plant. Cost of repair will be covered by O&M budgeted funds.

COST TO CITY:

Cost of this Request: \$26,500

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	26,500
Funds Expended to Date		-
Remaining Budget		26,500
Budget Adjustment		-
Remaining After Adjustment	\$	26,500

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date 8/11/2015

Requested by: Nancy Busen

Department: Wastewater Utilities

DESCRIPTION OF REQUEST:

Type of Equipment: Pump, 15 HP 750 RPM recirculation;

Year & Model: 2005 (estimate) Model D5731

Serial # 983623-2

To Be Purchased From: Repaired by: Evans Electric

FYI: Parts \$17,160.48 Labor \$7,150.00

Amount:	Base Amount:	<u>\$24,310.48</u>
	Tax:	<u>\$2,190.00</u>
	*Other:	<u> </u>
	TOTAL	\$ <u>26,500.48</u>

* List all other costs:

JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:

One source item. Replacement \$61,000.00. This unit is a critical spare for recirculation to maintain plant ammonia and nitrate levels to meet discharge permit limits.

Nancy Busen
Department Head

TOL
Director of Finance & Administration

Revised 6-18-99

Memo



To: City Council, Mayor McCaslin

From: Mike Bender *MB*

CC:

Date: August 17, 2015

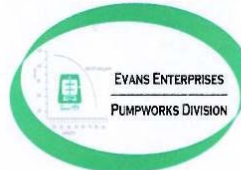
Re: Repair of Recirculation Pump for Wastewater Treatment Plant

Staff requests Council waive competitive bidding for the repair of a recirculation pump for the Wastewater Treatment Plant. This pump is the spare pump but is critical to maintain ammonia and nitrate levels in the plant which have stringent permit limits. The pump was taken to Evans Enterprises, Inc. for repair. The estimate for parts and labor is \$24,310.48 plus tax which requires Council action. Evans Enterprises, Inc. has provided excellent service on similar repairs for the City. Since the pump has been taken to a service center and we do not have the luxury of time for repairs with this being a critical operational piece of equipment, staff recommends waiving competitive bidding for this repair. The costs will be covered by funds from the Wastewater Department's Operations and Maintenance account. Such pump repairs are budgeted in the annual budget.

Thank you for your consideration of this request.

Evans Enterprises, Inc.

JB 8-10-15



QUOTATION R51290-AA

Date: AUG. 7 2015

Customer: BENTONVILLE WASTE WATER
MAIN PLANT

ATTN: ROBERT BURKETT
Phone #: 479-271-3160
Fax #:

Quote by: David Ham
ROGERS ARKANSAS
PHONE: 800-346-4695
FAX: 479-636-8198

Terms: NET 30 DAYS
Freight: PREPAID & ADD

QUOTE VALID FOR 15 DAYS

A COPY OF THIS QUOTE MUST ACCOMPANY YOUR ORDER

ITEM	QTY	DESCRIPTION	UNIT	COST
		FAIRBANKS MORSE, 15 HP, 705 RPM, 320T FRAME MODEL# D5731MV SERIAL# 983623-2 ** EXPLOSION PROOF PUMP **		
	1	REPAIRS WOULD CONSIST OF: LABOR AND MATERIALS TO REWIND THE STATOR, VPI AND BAKE THE WINDINGS, DIP AND BAKE THE WINDINGS, INSTALLATION OF THREE NEW OVERLOADS IN THE WINDINGS, STEAM CLEANING OF THE BEARING HOUSINGS AND ALL PARTS, SANDBLASTING OF ALL CRITICAL PUMP FITS, REPAIRING OF A WORN BEARING FIT IN THE LOWER BEARING HOUSING, REPAIRING OF THE WORN LOWER SEAL SURFACE ON THE ROTOR SHAFT, BALANCING OF THE ROTOR AND NEW IMPELLER, INSTALLATION OF A NEW IMPELLER, NEW IMPELLER WEAR RING, TWO NEW BEARINGS, NEW UPPER AND LOWER MECHANICAL SEALS, TWO NEW MOISTURE DETECTORS, ONE NEW RESISTOR, ONE NEW TERMINAL BOARD ASSEMBLY, NEW MOISTURE DETECTOR LEADS, NEW ORING KIT AND A NEW VOLUTE GASKET, ASSEMBLY, PRESSURE TESTING, ELECTRICAL TEST RUN, PAINTING AND RETURNING OF THE PUMP. (LABOR= \$ 7150.00) (PARTS= \$ 17160.48) ** STANDARD DELIVERY ON PARTS IS 5 TO 6 WEEKS, FOR AN ADDITIONAL \$200.00 THE PARTS CAN BE DELIVERED IN 2 TO 3 WEEKS ** THE ABOVE REPAIRS WOULD ALSO BE RE-UL CERTIFIED FOR EXPLOSION PROOF APPLICATIONS   KNICKS IN WINDINGS FROM PREVIOUS REPAIR WORN IMPELLER ** ALL PARTS QUOTED ARE ORIGINAL FACTORY PARTS ** NO FREIGHT CHARGES ON THIS REPAIR !!! TAXES ARE EXTRA IF APPLICABLE	\$24,310.48	\$24,310.48
			TOTAL	

ELECTRICAL SOLUTIONS TO MECHANICAL PROBLEMS

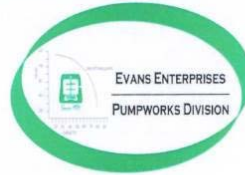


Variable Freq. Drives
Electric Motor Repair
Field Services



Solid State Starters
Compressor Sales and Service
Crane and Hoist Inspection





A COPY OF THIS QUOTE MUST ACCOMPANY YOUR ORDER

QUOTED PRICES DO NOT INCLUDE FREIGHT OR TAXES
ELECTRICAL SOLUTIONS TO MECHANICAL PROBLEMS



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH EVANS ENTERPRISES, INC FOR THE REPAIR OF A PUMP FOR THE WASTEWATER TREATMENT PLANT, WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Evans Enterprises, Inc. for the repair of a pump for the wastewater treatment plant per Attachment A.

Section 2: Because an emergency exists at the City's wastewater treatment plant time is of the essence it would be neither practical nor feasible to advertise for competitive bidding, and said requirement is herein waived.

Section 3: That whereas this Ordinance is necessary for the immediate health, safety, and welfare of the citizens of Bentonville, Arkansas, an emergency is declared to exist and this ordinance 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 #	15-42
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

August 25, 2015

Submitted by:

Nancy Busen

Department

Wastewater

Phone

271-3161

ACTION REQUIRED:

Staff recommends awarding Bid No. 15-42 to Seven Valleys Concrete LLC in an amount of \$224,008.00 for repair of the corroded concrete and gates in the influent channel at the wastewater treatment plant. This project is not budgeted and will be funded with excess money from the EPA set-aside.

COST TO CITY:

Cost of this Request: \$224,008

Additional Budget Amount \$224,008

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	-
Funds Expended to Date		-
Remaining Budget		-
Budget Adjustment		224,008
Remaining After Adjustment	\$	224,008

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: Mike Bender *MMB*

CC:

Date: August 17, 2015

Re: Excessive Corrosion of Influent Channel at Wastewater Treatment Plant

Staff recommends City Council award Bid No. 15-42 to Seven Valley's Concrete LLC in the amount of \$224,008.00 for repair of excessive corrosion of the concrete channel and gates in the influent channel at the wastewater plant.

In May, staff found a gate on the influent channel in bad condition. Upon further inspection, it was discovered that the concrete influent channel itself had severely corroded as well as the other gate. Staff acquired Garver, LLC to assist with design and recommendations. Garver and staff have also worked with prequalified contractors to determine the best method to repair the work since the construction conditions are very harsh and flow into the influent channel can not be completely stopped.

This project will be funded by money left over in the EPA setaside. The City received a new permit effective July 1, 2015 thus bringing the EPA TMDL issue to resolution. There is approximately \$250,000.00 in the setaside account.

Thank you for your consideration of this request.



2049 E. Joyce Blvd.
Suite 400
Fayetteville, AR 72703
TEL 479.527.9100
FAX 479.527.9101
www.GarverUSA.com

August 12, 2015

Mr. Mike Bender, P.E.
City of Bentonville
117 W. Central Ave.
Bentonville, AR 72712

Re: City of Bentonville
Bentonville WWTP Influent Channel Repair – Bid 15-42
Recommendation of Award

Dear Mr. Bender:

Bids were received for the Bentonville WWTP Influent Channel Repair project at the City of Bentonville office at 2 p.m. on August 11, 2015. The bids have been checked for accuracy and for compliance with the contract documents. A tabulation of the bids received is enclosed with this letter.

A total of 3 bids, by pre-qualified contractors, were received on the project. Seven Valleys Concrete LLC submitted the low bid for the project in the amount of \$224,008.00.

We believe that the bid submitted by Seven Valleys Concrete LLC represents a good value for the City of Bentonville. We recommend that the construction contract for the Bentonville WWTP Influent Channel Repair be awarded to Seven Valleys Concrete LLC.

Please call me if you have any questions.

Sincerely,

GARVER, LLC



Chris Buntin, P.E.
Project Manager

cc: Kathy Bertschy, Nancy Busen, and Chris Earl (City of Bentonville)

Attachments: Bid Tabulation

CITY OF BENTONVILLE
Bentonville WWTP Influent Channel Repair
Bid 15-42
Bid Tabulation - Bids Opened 2:00 p.m.
Tuesday, August 11, 2015

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	Crossland Heavy Contractors, Inc.		KB Structural, LLC		Seven Valley's Concrete, LLC	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	All Work as defined in the Contract Documents (Three sluice gates to be furnished by owner for installation by Bidder)	1	LS	\$ 304,000.00	\$ 304,000.00	\$ 282,235.00	\$ 282,235.00	\$ 207,600.00	\$ 207,600.00
2	Trench Excavation Safety	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 10,000.00	\$ 10,000.00
3	12" Steel Encasement (0.281" minimum thickness) for existing 6" DIP	12	LF	\$ 300.00	\$ 3,600.00	\$ 100.00	\$ 1,200.00	\$ 534.00	\$ 6,408.00
				Total Amount Bid	\$ 308,600.00	Total Amount Bid	\$ 284,435.00	Total Amount Bid	\$ 224,008.00



8/12/15





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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 25, 2015

Submitted by:

Nancy Busen

Department

Wastewater

Phone

271-3161

ACTION REQUIRED:

Staff requests Council approval of a budget adjustment in the amount of \$224,008.00 for the repair of the influent channel at the wastewater treatment plant. This is not a budgeted item, but is an emergency repair. Money left over in the EPA set-aside will be used to cover costs of this repair. Approximately \$250,000.00 is left in the EPA set-aside.

COST TO CITY:

Cost of this Request:	\$224,008
Additional Budget Amount	\$224,008

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$ -
Funds Expended to Date	-
Remaining Budget	-
Budget Adjustment	224,008
Remaining After Adjustment	\$ 224,008

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





Date of Request: August 17, 2015

Emergency repair of excessive corrosion in the influent channel at the Wastewater Treatment Plant.

FOR ACTING USE ONLY

Council Action: Approved Disapproved Other _____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin

From: Mike Bender

CC:

Date: August 17, 2015

Re: Excessive Corrosion of Influent Channel at Wastewater Treatment Plant

Staff recommends City Council award Bid No. 15-42 to Seven Valley's Concrete LLC in the amount of \$224,008.00 for repair of excessive corrosion of the concrete channel and gates in the influent channel at the wastewater plant.

In May, staff found a gate on the influent channel in bad condition. Upon further inspection, it was discovered that the concrete influent channel itself had severely corroded as well as the other gate. Staff acquired Garver, LLC to assist with design and recommendations. Garver and staff have also worked with prequalified contractors to determine the best method to repair the work since the construction conditions are very harsh and flow into the influent channel can not be completely stopped.

This project will be funded by money left over in the EPA setaside. The City received a new permit effective July 1, 2015 thus bringing the EPA TMDL issue to resolution. There is approximately \$250,000.00 in the setaside account.

Thank you for your consideration of this request.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 25, 2015

Submitted by:

Nancy Busen

Department

Wastewater

Phone

271-3161

ACTION REQUIRED:

Staff requests City Council approval of a Resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Garver to perform a biosolids master plan for the Wastewater Treatment Plant in an amount not to exceed \$50,000.00. This is a budgeted item.

COST TO CITY:

Cost of this Request: \$50,000

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	50,000
Funds Expended to Date		-
Remaining Budget		50,000
Budget Adjustment		-
Remaining After Adjustment	\$	50,000

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: Mike Bender *jmb*

CC:

Date: August 17, 2015

Re: Contract for Garver to perform biosolids master plan for the wastewater treatment plant

Staff recommends approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Garver in an amount not to exceed \$50,000.00 to perform a biosolids master plan for the wastewater treatment facility.

Disposal of biosolids is an expensive and necessary but very unpredictable part of the wastewater treatment process. Solids must be handled and disposed of properly to protect the environment and human health. Permit requirements for solids disposal must also be met. Solids disposal is becoming more difficult and concerning due to ever changing regulations and limited/ declining options. In addition, solids handling methods and equipment at our facility are aging and need updated or replaced in the near future. This study is the first phase of a plan to identify long term, sustainable options for solids handling and disposal in a responsible manner. This is a budgeted item.

Thank you for your consideration of this request



**AGREEMENT FOR PROFESSIONAL SERVICES
CITY OF BENTONVILLE
BENTONVILLE, ARKANSAS
Project No. 15048110**

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

The Owner intends to perform a biosolids master plan for the Bentonville Wastewater Treatment Plant (WWTP), including the adjacent composting facility, located at 1901 Northwest "A" Street in Bentonville, Arkansas.

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

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

SECTION 1 - EMPLOYMENT OF GARVER

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

SECTION 2 - SCOPE OF SERVICES

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

SECTION 3 - PAYMENT

For the work described under SECTION 2 - SCOPE OF SERVICES, the Owner will pay GARVER on a lump sum basis. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

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



The lump sum amount, including all expenses, to be paid under this agreement is \$50,000. The total paid to GARVER shall not be exceeded without a contract amendment approved by the Owner.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge. Any unused portion of the fee, due to delays beyond GARVER's control, will be increased 6% annually with the first increase effective on or about June 1, 2016.

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

SECTION 4 - OWNER'S RESPONSIBILITIES

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

1. Giving thorough consideration to all documents presented by GARVER and informing GARVER of all decisions within a reasonable time so as not to delay the work of GARVER.
2. Making provision for the employees of GARVER to enter public and private lands as required for GARVER to perform necessary preliminary surveys and other investigations.
3. Obtaining the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this contract, except as otherwise described in Section 2 – Scope of Services.
4. Furnishing GARVER such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of the Owner. Such documents or data will be returned upon completion of the work or at the request of the Owner.
5. Paying all plan review and advertising costs in connection with the project.
6. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
7. Furnishing permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
8. Giving prompt written notice to GARVER whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter GARVER's performance under this Agreement.
9. Owner will not hire any of GARVER's employees during performance of this contract and for a period of one year beyond completion of this contract.
10. If amended to include design services, The Owner will furnish GARVER a current geotechnical report for the proposed site of construction. GARVER will coordinate with the geotechnical consultant, the Owner has contracted with, on the Owner's behalf for the information that is



needed for this project.

SECTION 5 – MISCELLANEOUS

5.1 Instruments of Service

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

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

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

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

5.2 Opinions of Cost

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

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



5.3 Underground Utilities

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

5.4 Insurance

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

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

5.5 Records

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

5.6 Indemnity Provision

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

The Owner agrees to indemnify GARVER for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of the Owner, its agents, or any other party for whom the Owner is legally liable, in the performance of their professional services under this contract.

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

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



5.7 Design without Construction Phase Services

In the event that GARVER's Scope of Services under this Agreement does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the Owner. The Owner assumes all responsibility for interpretation of the Construction Contract Documents and for construction observation and supervision and waives any claims against GARVER that may be in any way connected thereto.

In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold GARVER harmless from any loss, claim or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Construction Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of GARVER.

If the Owner requests in writing that GARVER provide any specific construction phase services and if GARVER agrees in writing to provide such services, then they shall be compensated for the work as Additional Services.

5.8 Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Owner and GARVER, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of GARVER and its subconsultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of GARVER and its subconsultants to all those named shall not exceed the amounts of GARVER's insurance coverage that is provided in Section 5.4. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contractor warranty, and indemnity obligations.

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

5.8.1 Hazardous Materials

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



5.9 Mediation

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and GARVER agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

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

SECTION 6 - CONTROL OF SERVICES

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

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

SECTION 7 - SUCCESSORS AND ASSIGNS

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

SECTION 8 - APPENDICES AND EXHIBITS

- 8.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:
8.1.1 Appendix A - Scope of Services

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



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

CITY OF BENTONVILLE

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: Bob McCaslin
Printed Name

Name: Scott Zotti
Printed Name

Title: Mayor

Title: Vice President

Date: _____

Date: _____

Attest: _____

Attest: _____

APPENDIX A – SCOPE OF SERVICES

2.1 General

Generally, the scope of services includes conceptual evaluation and screening of disposal and dewatering alternatives for subsequent detailed evaluations of Owner selected options, outside the scope of services herein. The evaluations will be based upon future, average day wastewater flows of 10 mgd and potential future discharge permit limitations as directed by the Owner.

2.2 Data Collection and Review

Garver will obtain the following data from the Owner. Numerical data provided by the Owner will be in Microsoft Excel.

- Historical influent flows for three years on a daily basis in million gallons per day (mgd).
- Influent biochemical oxygen demand (BOD), total suspended solids (TSS), and ammonia nitrogen concentrations (mg/L) for three years on a daily basis.
- Waste activated sludge (WAS), and thickened sludge flow (mgd), total solids (%), and volatile solids (%) for at least two years on a daily basis.
- Digested sludge total solids (%), volatile solids (%), volatile acids (mg/L), alkalinity (mg/L), ammonia, pH, and temperature for at least two years on a daily basis.
- Dewatered cake total solids (%) and volatile solids (%) for at least two years on a daily basis.
- Digester tank dimensions (diameter, side water depth, sidewall depth, cone depth).
- Belt filter press performance.
- Polymer data (consumption, dose rates, cost)
- Blower sizing and capacities for all sludge holding tanks.
- Recent power costs.
- WWTP Record Drawings and Studies (Bentonville and NACA)
- Process Flow Diagram

2.3 Solids Mass Balance

Upon receipt of the data listed above, Garver will complete a mass balance of the solids handling system to determine the overall historical performance. The mass balance will summarize historical performance and be used to predict future performance under future dewatering conditions.

2.4 Conceptual Analysis

Disposal Alternatives Screening

Upon receipt and review of data provided by the Owner and solids mass balance, Garver will lead a project start-up workshop with the Owner to discuss and screen potential disposal alternatives, up to nine, and develop a ranking criteria of alternatives. The alternatives will include Class A and B solids, and the ranking criteria will be both monetary and non-monetary. Garver will present a general discussion on disposal options categorized as either Class A or Class B. The disposal method and options are critical to determine because they will drive the technology selection for the dewatering equipment. The Owner will choose either Class A or B solids. The post workshop evaluation, up to four alternatives, will be a comparison of the alternatives relative to each other. This effort does not include process flow diagrams, site layouts, or life cycle costs.

Dewatering Alternatives

Garver will develop dewatering alternatives for the chosen disposal category and evaluate, up to four, potential dewatering alternatives with the Owner during a workshop. A ranking criteria of alternatives will also be developed with the Owner. The evaluation will be a comparison of the alternatives relative to each other. This effort does not include process flow diagrams, site layouts, or life cycle costs.

2.5 Report

Garver will prepare a draft report, and conduct a workshop with the Owner to review and discuss. The report chapters will include the disposal alternatives screening, dewatering alternatives evaluation listed above, and recommendations for detailed evaluation of alternatives, outside the scope of services herein. The Owner will review the draft report and provide Garver written comments. Garver will incorporate Owner comments and submit the final report.

2.6 Project Deliverables

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

1. Electronic copies of the two workshop meeting minutes
2. Electronic copies of the Draft Report
3. Electronic and six hard copies of the Final Report

2.15 Extra Work

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

1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.
3. Presentations or workshops in addition to the two listed herein.
4. Recommendations for operational optimization of solids train.
5. Development of an emergency plan for repair or replacement of existing belt filter press.
6. Detailed evaluation of disposal alternatives, including market analysis of biosolids.
7. Detailed evaluation of dewatering alternatives.
8. Pilot Testing.
9. Dewatering technology Site Visits.
10. Surveying, Design, Bidding, and Construction Services.
11. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
12. Services after construction, such as warranty follow-up, operations support, etc.

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

2.16 Schedule

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

<u>Phase Description</u>	<u>Calendar Days</u>
Disposal Workshop	within 30 days of receipt of data
Dewatering Workshop	within 30 days of first workshop
Draft Report Workshop	within 60 days of second workshop
Final Report	within 15 days of Owner Draft Report comments

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND
CITY CLERK TO ENTER INTO A PROFESSIONAL
SERVICES AGREEMENT WITH GARVER FOR
ENGINEERING SERVICES TO PERFORM A
BIOSOLIDS MASTER PLAN FOR THE
WASTEWATER TREATMENT PLANT

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 an Professional Services Agreement with Garver for engineering services to perform
a biosolids master plan for the wastewater treatment plant in an amount not to exceed
\$50,000.00 as set forth in the agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 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:

August 25, 2015

Submitted by:

Mike Bender

Department

Public Work Director

Phone

271-6720

ACTION REQUIRED:

Council approval of a Resolution authorizing the Mayor and City Clerk to enter into a real estate contract to exchange equal property with Keeling Company in Keeling Subdivision for the development of the new City Maintenance Facility and associated public improvements. See attached memo.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

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



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: Mike Bender
CC:
Date: August 17, 2015
Re: Keeling Land Exchange Agreement

Staff recommends City Council approval for the Mayor and City Clerk to enter into a Land Exchange Agreement with Keeling Company to exchange equal parcels of land to accommodate the development of the City Maintenance Facilities and associated public improvements. This agreement exchanges parcels of 2-acres along SW 28th Street in the Keeling Subdivision. The exchange allows the development of SW Municipal Drive to occur on the east side of the facility allowing development of a contiguous campus. The City will also gain the right of first refusal for potential future purchase of the Keeling properties on SW 28th Street in exchange for mowing the undeveloped piece. The City will cover closing costs and demolition of existing fencing and utility structures. The City will also fence the vacant Keeling lot when the City's facility is fenced.

During design of the facility master plan, it was determined early on that the most efficient layout included routing SW Municipal Drive (SW F Street) along the east side of the property. This layout allows a contiguous development and better accommodates future growth while still adhering to the Master Street Plan. This was presented in the Master Plan presentation to City Council. City staff started negotiations with Keeling several months ago. The plat creating the property was recently approved by Planning Commission and City Council.

Thank you for your consideration of this request.

LAND EXCHANGE AGREEMENT

This Land Exchange Agreement ("Agreement") is made as of this ____ day of _____, 2015, by and between **Keeling Company**, an Arkansas corporation ("Developer") and the **City of Bentonville, Arkansas**, a municipal corporation ("City").

WHEREAS, the Developer is the owner of the real property ("Parcel 1") legally described as:

Lot 2, Keeling Subdivision, Bentonville, Arkansas. Parcel Number 01-08930-000, Benton County, Arkansas, as more particularly described in the attached Exhibit "A"; and

WHEREAS, the City is the owner of the real property ("Parcel 2") described as:

Lot 4, Keeling Subdivision, Bentonville, Arkansas. A parcel of equal area to said Lot 2, immediately west of Lot 1, Keeling Subdivision, as more particularly described in the attached Exhibit "B"; and

WHEREAS, the City and the Developer wish to exchange their properties under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DEFINITIONS. Parcel 1 and Parcel 2 are sometimes individually referred to hereinafter as the "Exchange Property" or collectively as the "Exchange Properties." A party who is intending to convey title to an Exchange Property at Closing is sometimes referred to hereinafter as "Grantor Party" and a party who is intending to accept title to an Exchange Property at Closing is sometimes referred to hereinafter as "Grantee Party."

2. THE EXCHANGE TERMS. Developer and the City acknowledge that Parcel 1 and Parcel 2 are of like kind and equal value. Pursuant to Section 1031 of the Internal Revenue Code, the Developer will convey Parcel 1 to the City and the City will convey Parcel 2 to the Developer at Closing. At Closing, Grantor Party will execute and deliver a general warranty deed conveying marketable title to the Exchange Property to Grantee Party. The Developer shall convey Parcel 1 to the City together with any easements or restrictions of record which do not interfere or prevent the City from utilizing it, but free and clear of all liens, encumbrances, encroachments and special assessments levied or assessed. The City shall convey Parcel 2 to the Developer together with any easements or restrictions of record, but free and clear of all liens, encumbrances, encroachments and special assessments levied or assessed.

Additionally, the City shall remove the fence along the north, east, and south sides of Parcel 1, preserving as much fencing material as possible and returning to Developer. The City shall provide all surveying and platting work necessary to create Parcel 2. The City shall construct new fence around the newly created parcel to match existing fencing around Parcel 1. See Exhibit "C" for fence specifications.

3. DEDICATIONS AND EASEMENTS. After the date of this Agreement, but prior to Closing, Grantor Party shall not dedicate, gift, transfer, mortgage or convey any interest in Grantor Party's Exchange Property without written consent from Grantee Party, which may be withheld for any reason.

4. TESTS. The City and the Developer shall each have the right for thirty (30) days after the date of this Agreement, at each party's own expense, to undertake an environmental audit, a professional wetlands delineation, professional floodplain analysis, survey, grading and soil tests (collectively "Tests") on the Exchange Property each party is to receive. The Grantor Party shall, upon the execution of this Agreement, promptly furnish to the Grantee Party, any and all documents or reports which each party has in its possession which cover all or any portion of the Exchange Property to be conveyed with regard to any previous Tests. Grantor Party shall allow Grantee Party and its representatives and agents reasonable access onto the Exchange Property to conduct such Tests. Grantee Party shall have thirty (30) days after the date of this Agreement to notify Grantor Party, in writing, that a licensed professional has reviewed the results of the Tests and has determined and concluded either that the Exchange Property to be received may be subject to wetlands protection under federal or state laws or regulations, or that the Exchange Property to be received is otherwise not conducive or suitable for Grantee Party's intended uses based upon the Tests. If the Exchange Property is subject to wetlands protection and/or not suitable for Grantee Party's intended use of the Exchange Property, Grantee Party will furnish Grantor Party with a certified copy of the professional's determination and copies of any relevant tests and conclusion that the Exchange Property is unsuitable. In the event Grantee Party notifies Grantor Party of the above within such thirty (30) day period, Grantee Party shall have ten (10) days from the date of notice of the test results to declare this Agreement null and void and if this option is exercised, then the parties shall have no further obligations under this Agreement.

5. TITLE INSURANCE. Within twenty (20) days after the date of this Agreement, or mutual written extension, Grantee Party shall deliver to Grantor Party a copy of a title insurance commitment (the "Commitment") bearing an effective date subsequent to the date hereof in favor of Grantee Party for an owner's title insurance policy insuring marketability of the title to the Exchange Property in the amount of the Exchange Property's appraised value underwritten by a title insurance company acceptable to Grantee Party. The copy of the Commitment shall be accompanied by a written statement of any objections to Grantor Party's title to the Exchange Property as disclosed by the Commitment. Any matter not objected to by Grantee Party within such twenty (20) day period shall be deemed approved exceptions to title

by Grantee Party. Prior to Closing, Grantor Party shall deliver to Grantee Party a written statement of any objections which Grantor Party could not, upon the exercise of due diligence in good faith, cure prior to or concurrent with Grantee Party's acquisition of the Exchange Property. If Grantor Party gives notice to Grantee Party of any objections which cannot be cured, then Grantee Party shall have the option of: (i) waiving such objections and proceeding with this Agreement or (ii) terminating this Agreement, and thereupon this Agreement shall be null and void and neither Grantor Party nor Grantee Party shall have any further obligations hereunder. Grantee Party shall be responsible for the expense of a title insurance policy issued on the Exchange Property to be transferred to the Grantee Party.

6. TAXES. Real estate taxes on the Exchange Property prior to the date of Closing shall be paid by Grantor Party. Real estate taxes on the Exchange Property after the date of Closing shall be paid by Grantee Party. The taxes for the year of the date of Closing shall be prorated based upon the then most current property valuations and upon the most current tax rate as determined by law.

7. CLOSING. Closing shall occur within sixty (60) days from the date of this Agreement unless an extension is agreed upon in writing by both parties. The City shall pay all closing costs associated with this transaction.

8. RISK OF LOSS. Risk of loss or damage to the Exchange Property shall rest with Grantor Party until the time of delivery of possession.

9. NO REAL ESTATE COMMISSION AND FINDER'S FEE. The parties agree that no party hereto shall be liable for any real estate broker's commission, agent's commission, or finder's fee, in connection with the transaction contemplated by this Agreement.

10. CONDITION OF EXCHANGE PROPERTY. Grantor Party acknowledges that its representatives or agents have examined the Exchange Properties prior to entering into this Agreement. This Agreement is based upon Grantee Party's inspection of the Exchange Property and not upon any representation or warranties or conditions by Grantor Party's agents. Grantee Party acknowledges Grantor Party is conveying the Exchange Property on an "as is" basis, except for the warranties and representations as provided in this Agreement and the warranties in the general warranty deed.

11. DEFAULT. Time is agreed to be of the essence. In the event either party fails to comply with any of the material terms hereof, then the other party may declare a default and seek any remedy at law or in equity without notice or demand, including specific performance.

12. NON-FOREIGN STATUS. At the date of Closing, Developer shall deliver to the City the Certification of Non-Foreign Status duly executed and containing such other information as may be required by Internal Revenue Code Section 1445 and the Regulations issued thereunder.

13. RIGHT TO EFFECTUATE EXCHANGE. The City acknowledges that the Developer may undertake an additional Internal Revenue Code Section 1031 tax deferred exchange of their interest in all or any portion of the Exchange Property. The Developer's rights and obligations under this Agreement may be assigned to facilitate such exchange. The City agrees to cooperate with the Developer and any assignee of the Developer to enable it to qualify for such exchange; provided that such cooperation shall not require the City to incur any additional costs or liability and the City shall be able to realize all intended benefits of this Agreement.

14. ASSIGNMENT. In the case of the assignment of this Agreement by either of the parties, prompt notice shall be given to the other party, who shall at the time of such notice be furnished with a duplicate of such assignment by such assignors. Any such assignment shall not terminate the liability of the assignor to perform, unless a specific release in writing is given and signed by the other party to this Agreement.

15. SEVERABILITY. If any non-economic mutual term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

16. FURTHER ASSURANCES. Each undersigned party will, except as otherwise provided herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, contingencies and agreements herein provided. The Developer and the City agree to use their best efforts in cooperation to carry out the intent of this Agreement and to provide quality and efficient development sites for both the Developer and the City.

17. INTERPRETATIONS. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

18. CONSTRUCTION. Whenever used herein including acknowledgments, the

singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

19. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are merged herein. This Agreement cannot be modified or altered unless reduced to writing and consented to by all the undersigned parties.

20. NOTICE AND DEMANDS. Notice, demand, or other communication mandated by this Agreement by either party to the other shall be sufficiently given or delivered if it is sent by registered or certified mail, postage prepaid, return receipt requested, or delivered personally at the address stated below.

City of Bentonville
Attn: Ms. Camille Thompson
117 West Central Avenue
Bentonville, Arkansas 72712

Keeling Company Attn: Mr. Joe E. Keeling, Jr. US Postal Delivery: PO Box 15310 North Little Rock, AR 72231	Physical Address: 4227 East 43 rd Street North Little Rock, AR 72117
---	---

21. EXECUTION IN COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

22. GOVERNING LAW. All aspects of this Agreement shall be governed by the laws of the State of Arkansas.

23. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legatees, devisees, personal representatives, successors and assigns.

24. RIGHT OF FIRST REFUSAL ON EXCHANGED AND ADDITIONAL PROPERTY. City is hereby granted a right of first refusal to repurchase the property exchanged to Developer as well as additional property owned by Developer in the vicinity, more particularly described as Lot 1 and Lot 4 of Keeling Subdivision, Bentonville, Arkansas for the same price and on the same terms and conditions as Developer is prepared to accept from a third party purchaser at any time during the period from the date hereof until the fiftieth (50th) anniversary hereof. Keeling Company may sell this property to any another Keeling entity without notifying the city. Keeling Company or any Keeling entity holding Lot 1 or Lot 4 will be

subject to this clause from the date this land exchange is executed between Keeling Company and the City. Developer shall notify City of the receipt of any offer to purchase the property described in this paragraph during said fifty (50) year period that Developer is prepared to accept, prior to accepting the same, and City shall have 45 days after receipt thereof to notify Developer that City elects to exercise its right of first refusal and purchase said property on such terms and conditions. In exchange for this right, City agrees to mow Lot 4 of Keeling Subdivision at such times and in such manner as it mows its adjacent facility for a period of fifty (50) years.

25. TIME IS OF THE ESSENCE. The parties agree time is of the essence under this Agreement.

26. CITY COUNCIL APPROVAL. This offer is conditioned upon the City of Bentonville receiving Approval from the Bentonville City Council for this transaction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.
Witnesses:

"City" (The City of Bentonville, Arkansas) by:

Attest:

Mayor Bob McCaslin

City Clerk

Date: _____

"Developer" (Keeling Company) by:

Joe E. Keeling, Jr.

Date: _____

EXHIBIT "B"

PROPERTY LINE ADJUSTMENT
CREATING LOTS 3, 4, & 5
OF KEELING SUBDIVISION

Being Part of the NW 1/4 of the NE 1/4
and a Replat of Lot 2 and the Reserve
All in Section 7, T19N, R30W

Bentonville, Benton County, Arkansas

Project No. HJA-33
Checked By: KAS
June 29, 2015

Sheet 2 of 2

MORRISON SHIPLEY
ENGINEERS • SURVEYORS

1000 N. College Street • Bentonville, AR 72713 • 482.223.2029 • mshurveyors.com

FOR REVIEW

1. John Doe, Project Engineer, The City of Bentonville, Arkansas, is hereby certifying that the Survey and Plat shown on this page were prepared by Morrison Shipley Engineers, Surveyors, and that the Survey and Plat were prepared in accordance with the Arkansas Surveying and Mapping Act, Chapter 127, Arkansas Code, Annotated, and the Rules and Regulations of the Arkansas Board of Surveying and Mapping, Chapter 127, Arkansas Code, Annotated.

2. Morrison Shipley Engineers, Surveyors, is hereby certifying that the Survey and Plat were prepared in accordance with the Arkansas Surveying and Mapping Act, Chapter 127, Arkansas Code, Annotated, and the Rules and Regulations of the Arkansas Board of Surveying and Mapping, Chapter 127, Arkansas Code, Annotated.

3. Morrison Shipley Engineers, Surveyors, is hereby certifying that the Survey and Plat were prepared in accordance with the Arkansas Surveying and Mapping Act, Chapter 127, Arkansas Code, Annotated, and the Rules and Regulations of the Arkansas Board of Surveying and Mapping, Chapter 127, Arkansas Code, Annotated.

OWNER/DEVELOPER
City of Bentonville
305 SW 7th Street
Bentonville, AR 72712
Telephone: (479) 271-6720

OWNER
Keeling Co.
PO Box 9590
Little Rock, AR 72235-5530

CONDITIONS OF RECORD

1. The Survey and Plat were prepared in accordance with the Arkansas Surveying and Mapping Act, Chapter 127, Arkansas Code, Annotated, and the Rules and Regulations of the Arkansas Board of Surveying and Mapping, Chapter 127, Arkansas Code, Annotated.

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APPROVED

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Exhibit "C"

Fence Specifications

Fencing installed by the City on the South, North and West sides of Parcel 2 shall meet or exceed the following specifications:

- 2" x 1 1/2" line post ss20
- 3" x 1 1/2" corner post ss20
- 9 gauge x 6' wire
- 1 5/8" ss pipe
- 9 gauge tie wires
- 3 strands barbed wire on angle arms

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CITY CLERK TO ENTER INTO A LAND EXCHANGE
AGREEMENT WITH KEELING COMPANY**

**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 Exchange Agreement with Keeling Company as set forth in the Land Exchange 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			
X	Bid Award	Bid #	15-39
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

August 25, 2015

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Fire Department Staff recommends Council award bid # 15-39 in the amount of \$44,489.90 to EVS for the purchase of a Self-Contained Breathing Apparatus (SCBA) compressor for Station 6.

COST TO CITY:

Cost of this Request: \$44,490

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	44,490
Remaining After Adjustment	\$ 44,490

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memorandum

To: City Council Members
CC: Mayor Bob McCaslin, Denise Land
From: Katherine Bertschy, Purchasing Agent
Date: 8/19/2015
Re: Bid award #15-39

The City of Bentonville advertised for bid submittals on the purchase of One Self Contained Breathing Apparatus (SCBA) Compressor unit to be installed at Bentonville Fire Station #6.

Formal bid submittals were received from the following Fire Equipment Dealers on 8/11/2015.

EVS Mid-South Conway, AR	\$40,630.05
-----------------------------	-------------

Northern Safety Tulsa, OK	\$51,018.00
------------------------------	-------------

The Purchasing Office Recommends award of Bid to EVS Mid-South of Conway Arkansas. Funding for this purchase is requested through Act 833 funds.

Total award including tax is \$44,489.90.

Note: Pricing was also obtained through HGAC. The unit price was \$4,175.00 through Fisher Safety of Winter Springs FL.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 25, 2015

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Fire Department Staff recommends Council approve a budget adjustment in the amount of \$44,489.90 to purchase a Self-Contained Breathing Apparatus (SCBA) Compressor to be placed at Station 6. This amount includes taxes and installation. (See MEMO)

COST TO CITY:

Cost of this Request: \$44,490

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$ -
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	44,490
Remaining After Adjustment	\$ 44,490

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





Inter-office Memorandum

To: Mayor McCaslin and City Council
From: Brent Boydston, Fire Chief
CC: Camille Thompson, Staff Attorney and Denise Land, Finance Director
Date: August 25, 2015
Re: Self-Contained Breathing Apparatus (SCBA) Compressor

The Fire Department is requesting a budget adjustment in the amount of \$44,489.90 from Act 833 to Capital Equipment, and a bid acceptance from Emergency Vehicle Specialty (EVS) to purchase a Scott Safety Breathing compressor to be placed at Station 6. Station 6 was designed and built to accommodate the compressor.

This purchase will give the fire department a compressor in the southwest portion of town for the stations to fill their self-contained breathing apparatus bottles. The stations in this area have to drive to the main station to fill their airpack bottles at this time. This will also give our department a back-up compressor in the case our main compressor is down for service or repair.

Act 833 (Escrow) is funded by insurance turn-back to all fire departments in the State, and is regulated by the Arkansas Department of Emergency Management in Conway, Arkansas. These funds are collected quarterly throughout the year and placed in an Escrow account.





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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 25, 2015

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Council approval of Mayor McCaslin's recommendation to appoint Shara Fisher to the Parks and Recreation Advisory Board. Fisher replaces Chad Evans who recently resigned.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: August 17, 2015
Re: Approval of Mayor McCaslin's recommendation to appoint Shara Fisher to the Parks and Recreation Advisory Board.

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

Earlier this month, Chad Evans resigned his seat on the board because his family was relocating. Evan began serving this term in January 2015. Once he submitted his resignation, we reviewed on-hand applications and selected Shara Fisher for the appointment.

Mrs. Fisher, and her family, are active participants of Bentonville Parks and Recreation programs and patrons in our parks and trails. Fisher has experience with budgets and marketing and should prove to be an asset to the parks and recreation department in these two areas.

If you have any questions regarding this item, please call me at 271.6813, or email dwright@bentonvillear.com.

Attachments:

New Member Application



August 20, 2015

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

I recommend Shara Fisher for appointment to the City of Bentonville's Parks and Recreation Advisory Board. Ms. Fisher is replacing Chad Evens unexpired term that will expire on December 31, 2017.


Bob McCaslin



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

APPLICANT INFORMATION

Name
If married, spouse's name:
Home Address
City Zip Code
Home/Cell Phone
Business Phone
Email Address
Occupation
Employer
Length of Residency in Bentonville

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

FOR OFFICE USE ONLY

Board / Commission Appointed to:

Date of Appointment:

Term Expires:

Terminate:

Replaced:

REFERENCES

Name
Phone
Email
Name
Phone
Email

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

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

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

As a 9 year resident of Bentonville, with children who are 12 and 10 and involved in sports, I have coached with two of the sports programs (softball and soccer), and spent numerous hours volunteering in others (rec swim, tennis, etc.) which has allowed me to experience the sports programs from many angles. I have enjoyed, and am highly familiar with, almost every facility the PRAB oversees. Also, being an accountant by education, entrepreneur, and leader in small businesses, I have managed many projects and work flows, enjoyed developing and leading processes and procedures, and created and balanced budgets.

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

I find great joy in collaborating with others to make what I am invested in better. I love our community, and would be honored to have the opportunity to give back by serving with the PRAB.

RETURN THIS APPLICATION TO: Submit by Email (button below) or deliver to the Mayor's Office, 117 West Central, Bentonville, AR 72712. If you have any questions, call 271-3112.

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



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, August 25, 2015 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, August 25, 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: August 11, 2015
Swear in Police Officers: Andrew Max Burger, Nicholas Raymond, Audrey
Thompson, and Colin Shrum**

AGENDA

1. Budget Award Presentation by Mayor Bob McCaslin.
2. Planning:
- 2a. **Hope Church of Northwest Arkansas: Lot Split, Lots 3 & 4 Schulz Addition, 1700 Southeast Moberly Lane, Zoned R-1.**

The planning commission voted 7-0 recommending approval on July 21, 2015.

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.

- 2b. **Robert & Kathy Farno-Property Line Adjustment, Lot 26, Block 10 of W.A. Burks Addition, Northeast Park Street & Fillmore Street (Northwest corner of intersection) Zoned R-1.**

The planning commission voted 6-0 recommending approval.

The applicant has submitted a property line adjustment for property located on the northwest corner of the intersection of Northeast Park Street and Fillmore Street. The property is within the W.A. Burks subdivision and is zoned R-1, Single Family Residential. The plat as provided by the applicant indicates the combination of 3-1/2 existing lots into one lot that will be known as Lot 26 (0.60 acres), Block 10 of W.A. Burks Addition. Three and a half feet of right-of-way is being dedicated along Fillmore Street for a total of 26' feet from the center line per the Master Street Plan. Water service is available to this location.

- 2c. **Jeff & Julie Fackler: Property Line Adjustment, Lot 9, Block 4 of Deming's Addition, Northwest 'A' Street & Northwest 4th Street.**

The planning commission voted 6-0 recommending approval.

The applicant has submitted a property line adjustment for property located on the northwest corner of the intersection of Northwest 'A' Street and Northwest 4th Street. The plat as provided by the applicant proposes the creation of 1 new lot from 2-1/2 existing lots and will be known as Lot 9 (0.31 acres), Block 4 of Deming's Addition. Thirty feet of right-of-way is being dedicated along Northwest 'A' Street and utility easements are also being dedicated to serve the new lot. Water and sewer services are available to this location.

- 2d. **Troy Link Enterprises, LLC & Arvest Bank: Property Line Adjustment, Lots 4 & 5 of AT&T Addition, South Walton Boulevard & Southwest 8th Street.**

The planning commission voted 6-0 recommending approval.

The applicant has submitted a property line adjustment for property located on the southeast corner of the intersection of South Walton Boulevard and Southwest 8th Street. The property is within the A & T Addition and is zoned C-3, Central Commercial. The plat as provided by the applicant indicates the adjustment of the common lot line between the two existing lots to accommodate the 8W development and the two new lots will be known as Lot 4 (1.10 acres) and Lot 5 (0.15 acres) of A & T Addition. Right-of-way is being dedicated along Southwest 8th Street per the Master Street Plan and right-of-way along South Walton Boulevard already exists. Additional easements are also being dedicated along both streets to serve the two lots. Water service is available to this location.

- 2e. **Brent Campbell: Lot Split, Lot 1 of Campbell Subdivision, Northeast 'C' Street & Northeast Blake Avenue, Zoned R-1.**

The planning commission voted 6-0 recommending approval.

The applicant has submitted a lot split for property located at just east of the intersection of Northeast Blake Avenue and Northeast 'C' Street that resides in the R-1, Single Family zoning district. The plat as provided by the applicant shows the creation of one new lot that will be known as Lot 1 (0.19 acres) of Campbell Subdivision. Right-of-way is being dedicated along Northeast 'C' Street per the master street plan. Water and sewer services are available to this lot.

- 2f. **Carlson, Davisson, MSB Holdings, LLC & Drummond Industries, Inc.: Rezoning, 204 & 206 Northwest 3rd Street & 301 Northwest 'A' Street.**

The planning commission voted 6-0 recommending approval.

The applicants have requested a rezoning from R-1, Single Family Residential to D-E, downtown Edge.

- 2g. **Bike Rack Group, LLC: Rezoning, 909 North Main Street, W.A. Burks Addition.**

The planning commission voted 6-0 recommending approval.

The applicants are requesting a rezoning from R-1, Single Family Residential to RC-2 Central Residential-Moderate Density.

- 2h. **Cottonwood Development LLC: Rezoning, Southwest 22nd Street and Southeast G Street, Zoned PUD, Planned Unit Development.**

The planning commission voted 6-0 recommending approval.

The applicants have requested a rezoning from PUD, Planned Unit Development to C-2 General Commercial.

3. A resolution setting a public hearing for a utility easement vacation located in A & T Addition.
4. Approval of a resolution accepting a grant in an amount up to \$91,065.00 from the FAA for funding of the Airport Runway South Obstruction Removal project. Total cost of the project is \$101,184.00. The remaining \$10,120.00 is anticipated to be reimbursed by the Arkansas Department of Aeronautics upon completion of the project.
5. Staff recommends Council waive competitive bidding requirements for repair of an existing recirculation pump at the Wastewater Treatment Plant for a total cost of \$26,500.48. This pump is the spare pump but this pump is critical to maintain ammonia and nitrate levels in the plant. Cost of repair will be covered by O&M budgeted funds.
- 6a. Staff recommends awarding Bid No. 15-42 to Seven Valleys Concrete LLC in an amount of \$224,008.00 for repair of the corroded concrete and gates in the

influent channel at the wastewater treatment plant. This project is not budgeted and will be funded with excess money from the EPA set-aside.

- 6b. Staff requests Council approval of a budget adjustment in the amount of \$224,008.00 for the repair of the influent channel at the wastewater treatment plant. This is not a budgeted item, but is an emergency repair. Money left over in the EPA set-aside will be used to cover costs of this repair. Approximately \$250,000.00 is left in the EPA set-aside.
- 7. Staff requests City Council approval of a Resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Garver to perform a biosolids master plan for the Wastewater Treatment Plant in an amount not to exceed \$50,000.00. This is a budgeted item.
- 8. Council approval of a Resolution authorizing the Mayor and City Clerk to enter into a real estate contract to exchange equal property with Keeling Company in Keeling Subdivision for the development of the new City Maintenance Facility and associated public improvements. See attached memo.
- 9a. Fire Department Staff recommends Council award bid # 15-39 in the amount of \$44,489.90 to EVS for the purchase of a Self-Contained Breathing Apparatus (SCBA) compressor for Station 6.
- 9b. Fire Department Staff recommends Council approve a budget adjustment in the amount of \$44,489.90 to purchase a Self-Contained Breathing Apparatus (SCBA) Compressor to be placed at Station 6. This amount includes taxes and installation.
- 10. Council approval of Mayor McCaslin's recommendation to appoint Shara Fisher to the Parks and Recreation Advisory Board. Fisher replaces Chad Evans who recently resigned. (Term Expires 12/31/17)