

1. Agenda

Documents:

[SEPTEMBER 8, 2015 CITY COUNCIL FULL AGENDA.PDF](#)

2. Short Agenda

Documents:

[SEPTEMBER 8, 2015 CITY COUNCIL SHORT AGENDA.PDF](#)



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, September 8, 2015 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, September 8, 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 25, 2015**

AGENDA

1. Planning:
- 1a. **Arbor Lane Phase II Development, LLC: Final Plat, Arbor Lane II Subdivision Phase 1, Southwest Juniper Avenue, Zoned PRD, Planned Residential Development.**

(Pages 4-7)

The planning commission voted 7-0 recommending approval.

Arbor Lane II Phase 1 consist of 34 total lots, 25 of the single family residential lots are buildable and 8 lots will make up the required stormwater detention, common area and will allow for a future phase of the subdivision to be constructed. The average lot size within the subdivision will be 38' wide by 100' in depth. The plat as provided by the applicant shows the dedication of right-of-way and the construction of a portion of SW Juniper Avenue as well as right-of-way and construction of the portion of SW Peachwood Drive that lies within phase 1 of the project. There are two public alleys that are also being constructed in phase 1 to serve some of the lots within the subdivision. On-site detention has been provided for this phase. The traffic choker along SW Juniper Avenue has been installed as well as the 15% of greenspace/common area that is required with the completion of this phase. The plat also dedicates utility easements to serve each lot. Furthermore a temporary fire department turn

around will be installed on the south end of Southwest Peachwood Drive until phase 2 of the project commences.

2. Public hearing and ordinance vacating a 20 foot utility easement located between Lots 1 and 2 of A & T Addition. **(Pages 8-11)**
3. A resolution setting a public hearing for Sept. 22, 2015 for a utility easement vacation located at 1700 SE Moberly Lane. **(Pages 12-15)**
4. A resolution setting a public hearing for Sept. 22, 2015 for a public access easement vacation located in part of Lot 4 Ron Blackwell Addition. **(Pages 16-18)**
5. City Council approval of a budget adjustment to recognize revenue awarded in the form of a grant from the Walton Family Foundation in the amount of \$3,825.00 to leverage city funds to purchase a total of 300 trees for the fall tree giveaway to be held on Saturday, October 17, 2015. **(Pages 19-21)**
6. Recommend Mayor and City Council waive the requirement for competitive bidding and enter into an agreement with Crossland Construction Company, Inc. for the construction of a new driveway located at "F" Substation in the amount of \$27,392.00. **(Pages 22-27)**
7. An ordinance authorizing the Mayor and the City Council to enter into a contract with NovaTech for (1) Remote Terminal Units for Bentonville's Substation "F" in the amount of \$29,422.50 plus tax. This equipment is "single source" and matches the Remote Terminal Units at all existing Substations. All the Remote Terminal Units work with our existing central master station. This is a 2015 budgeted item. **(Pages 28-34)**
8. Approval of attached Mutual Aid Police Protection Agreement with the Fort Smith Police Department. In order to provide the highest quality of police services and community safety, it is important that mutual aid agreements with area police departments be established and updated. Such agreements provide for additional manpower or assistance during natural or man-made disasters, exigent circumstances, joint operations, and training. See attached Agreement. **(Pages 35-40)**
9. Approval of attached Mutual Aid Police Protection Agreement with the Bella Vista Police Department. In order to provide the highest quality of police services and community safety, it is important that mutual aid agreements with area police departments be established and updated. Such agreements provide for additional manpower or assistance during natural or man-made disasters, exigent circumstances, joint operations, and training. See attached Agreement. **(Pages 41-46)**
10. Approval of attached Mutual Aid Police Protection Agreement with the Rogers Police Department. In order to provide the highest quality of police services and community safety, it is important that mutual aid agreements with area police departments be established and updated. Such agreements provide for additional manpower or assistance during natural or man-made disasters, exigent circumstances, joint operations, and training. See attached Agreement. **(Pages 47-52)**

**City of Bentonville
Minutes
September 8, 2015**

Arbor Lane Phase II Development, LLC: Final Plat, Arbor Lane II Subdivision Phase 1, Southwest Juniper Avenue, Zoned PRD, Planned Residential Development.

The planning commission voted 7-0 recommending approval.

Arbor Lane II Phase I consist of 34 total lots, 25 of the single family residential lots are buildable and 8 lots will make up the required stormwater detention, common area and will allow for a future phase of the subdivision to be constructed. The average lot size within the subdivision will be 38' wide by 100' in depth. The plat as provided by the applicant shows the dedication of right-of-way and the construction of a portion of SW Juniper Avenue as well as right-of-way and construction of the portion of SW Peachwood Drive that lies within phase 1 of the project. There are two public alleys that are also being constructed in phase 1 to serve some of the lots within the subdivision. On-site detention has been provided for this phase. The traffic choker along SW Juniper Avenue has been installed as well as the 15% of greenspace/common area that is required with the completion of this phase. The plat also dedicates utility easements to serve each lot. Furthermore a temporary fire department turn around will be installed on the south end of Southwest Peachwood Drive until phase 2 of the project commences.

Planning Commission Staff Report
Final Plat: Arbor Lane II Subdivision, Phase 1

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, Community Development Director
FROM: Jon Stanley, Planner
PC DATE: September 1, 2015

GENERAL INFORMATION:

Project Number: 15-03000002

Applicant: Arbor Lane Phase II Development, LLC

Representative: Gerald Fox (Blew & Associates Engineering)

Requested Action: Final Plat Approval (Phase 1 Only)

Location: Southwest Juniper Avenue

Existing Zoning: Planned Residential Development

Land Use Plan: Low Density Residential

BACKGROUND:

Arbor Lane II Phase I consist of 34 total lots, 25 of the single family residential lots are buildable and 8 lots will make up the required stormwater detention, common area and will allow for a future phase of the subdivision to be constructed. The average lot size within the subdivision will be 38' wide by 100' in depth. The plat as provided by the applicant shows the dedication of right-of-way and the construction of a portion of SW Juniper Avenue as well as right-of-way and construction of the portion of SW Peachwood Drive that lies within phase 1 of the project. There are two public alleys that are also being constructed in phase 1 to serve some of the lots within the subdivision. On-site detention has been provided for this phase. The traffic choker along SW Juniper Avenue has been installed as well as the 15% of greenspace/common area that is required with the completion of this phase. The plat also dedicates utility easements to serve each lot. Furthermore a temporary fire department turn around will be installed on the south end of Southwest Peachwood Drive until phase 2 of the project commences.

SURROUNDING LAND USES AND ZONING:

Direction	Zoning	Land Use
North	A-1, Agricultural	Low Density Residential
South	R-1, Single Family Residential	Low Density Residential
East	R-1, Single Family Residential	Low Density Residential
West	PUD, Planned Unit Development	Low Density Residential

STREETS

Direction	Name	Classification
North	Southwest Juniper Avenue	Local
South	-	-
East	-	-
West	Southwest Arbor Road	Local

TRAFFIC FINDINGS

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

STANDARD CONDITIONS OF APPROVAL:

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

ISSUES / ANALYSIS:

Site Inspection: A site inspection was completed; this property is the site of single family subdivision that is under construction and a portion of undeveloped land where the second phase of the subdivision will be located.

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

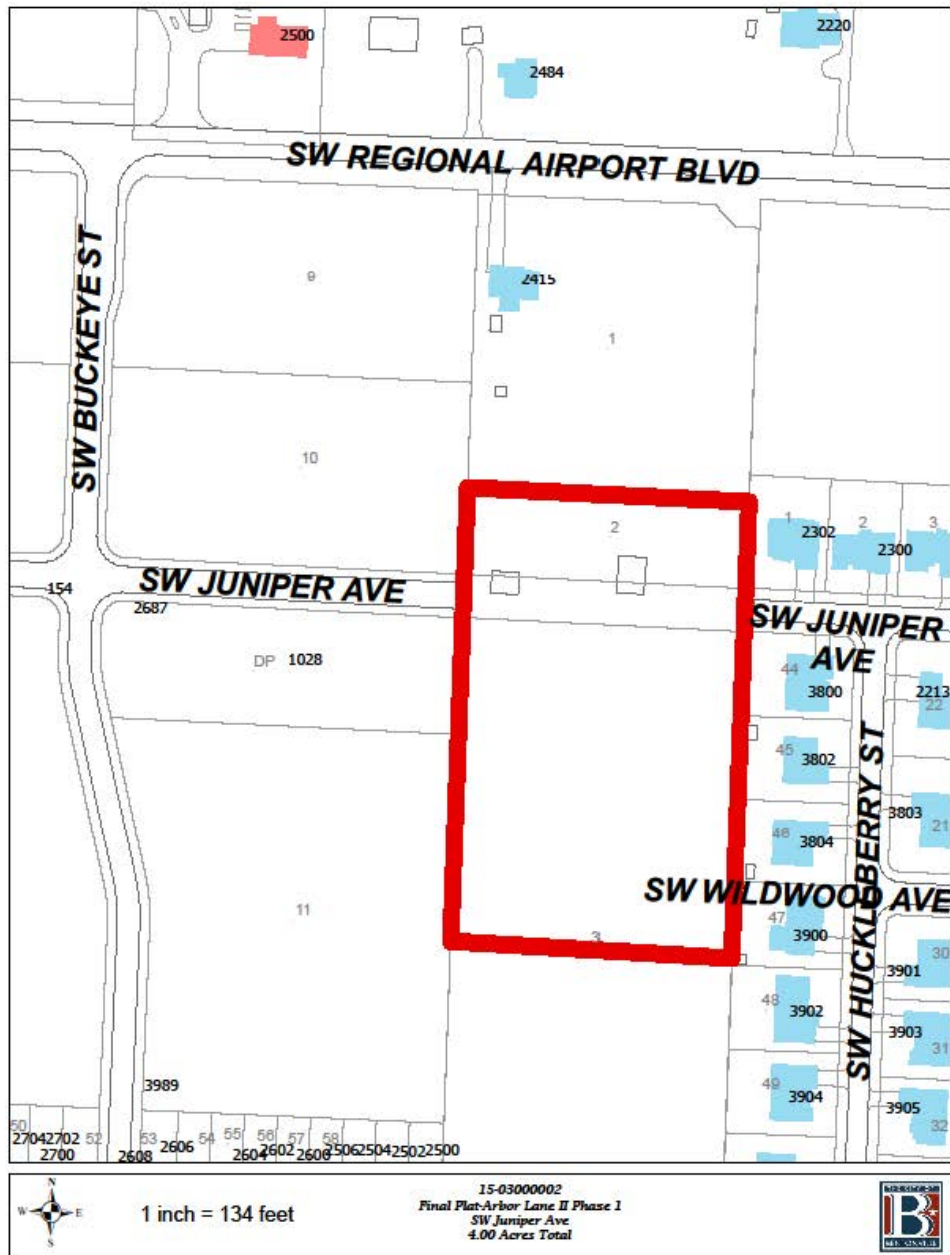
Water / Sewer: Per the G.I.S. site, water and sewer ARE available to this site.

Waiver(s): N/A

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

RECOMMENDATION:

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



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A FINAL PLAT OF ARBOR LANE II SUBDIVISION PHASE 1,
TO THE CITY OF BENTONVILLE, ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the final plat of Arbor Lane II Subdivision Phase 1, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 1st day of September, 2015 and

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

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

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

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

Section 1: That the final plat of Arbor Lane II Subdivision Phase 1, to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2015

ATTEST

APPROVED

CITY CLERK

MAYOR



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

AGENDA FORM

CITY COUNCIL MEETING OF:

September 8, 2015

Submitted by:

Ben Peters

Department

Engineering

Phone

271-5993

ACTION REQUIRED:

Public hearing and ordinance vacating a 20 foot utility easement located between Lots 1 and 2 of 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.

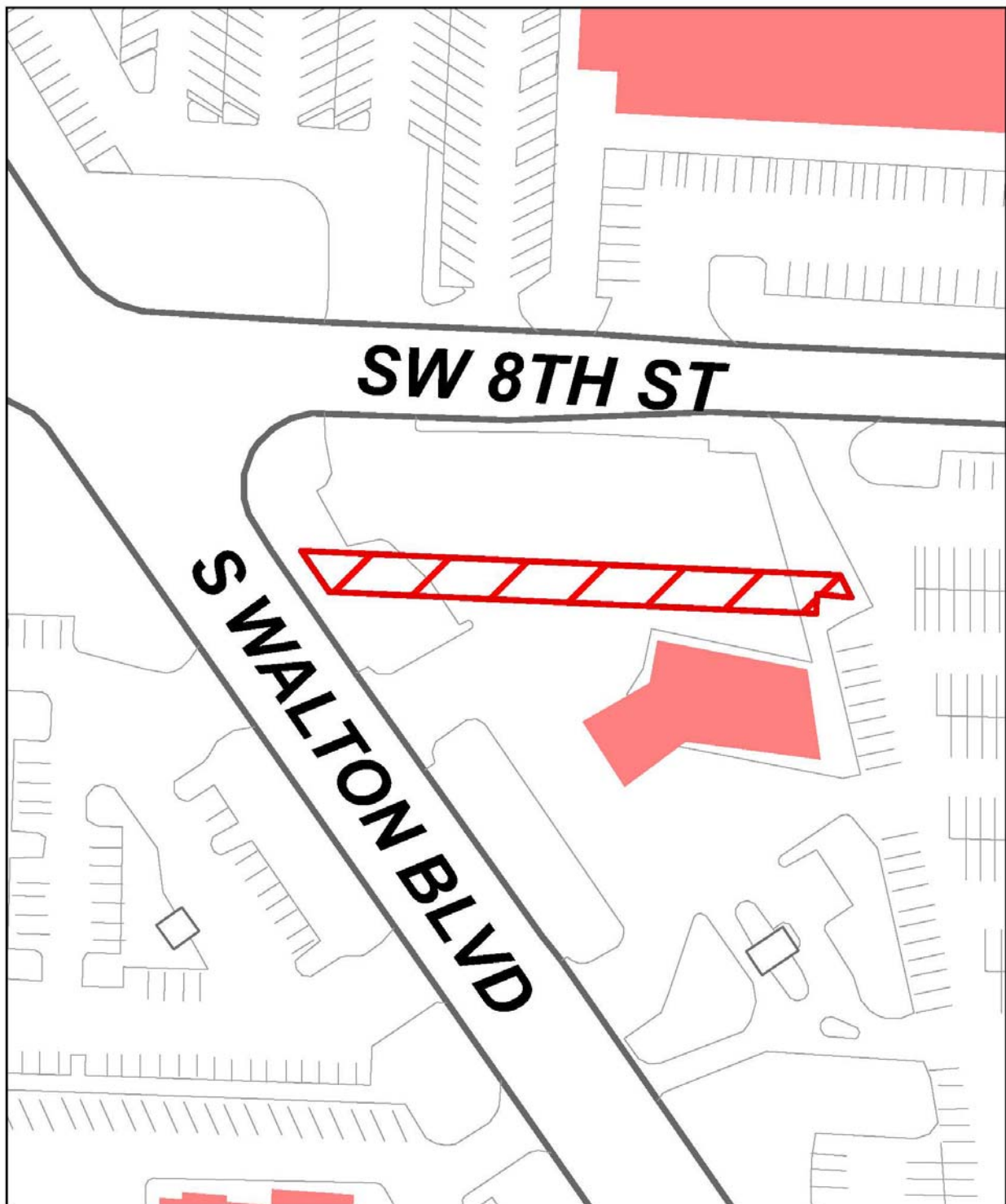
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE





1 inch = 60 feet

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



ORDINANCE NO. _____

AN ORDINANCE VACATING A 20 FOOT UTILITY EASEMENT LOCATED BETWEEN LOTS 1 AND 2 OF A & T ADDITION, TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS.

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

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

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

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

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.

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

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

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

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



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

AGENDA FORM

CITY COUNCIL MEETING OF:

September 8, 2015

Submitted by:

Ben Peters

Department

Engineering

Phone

271-5993

ACTION REQUIRED:

A resolution setting a public hearing for Sept. 22, 2015 for a utility easement vacation located at 1700 SE Moberly Lane.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

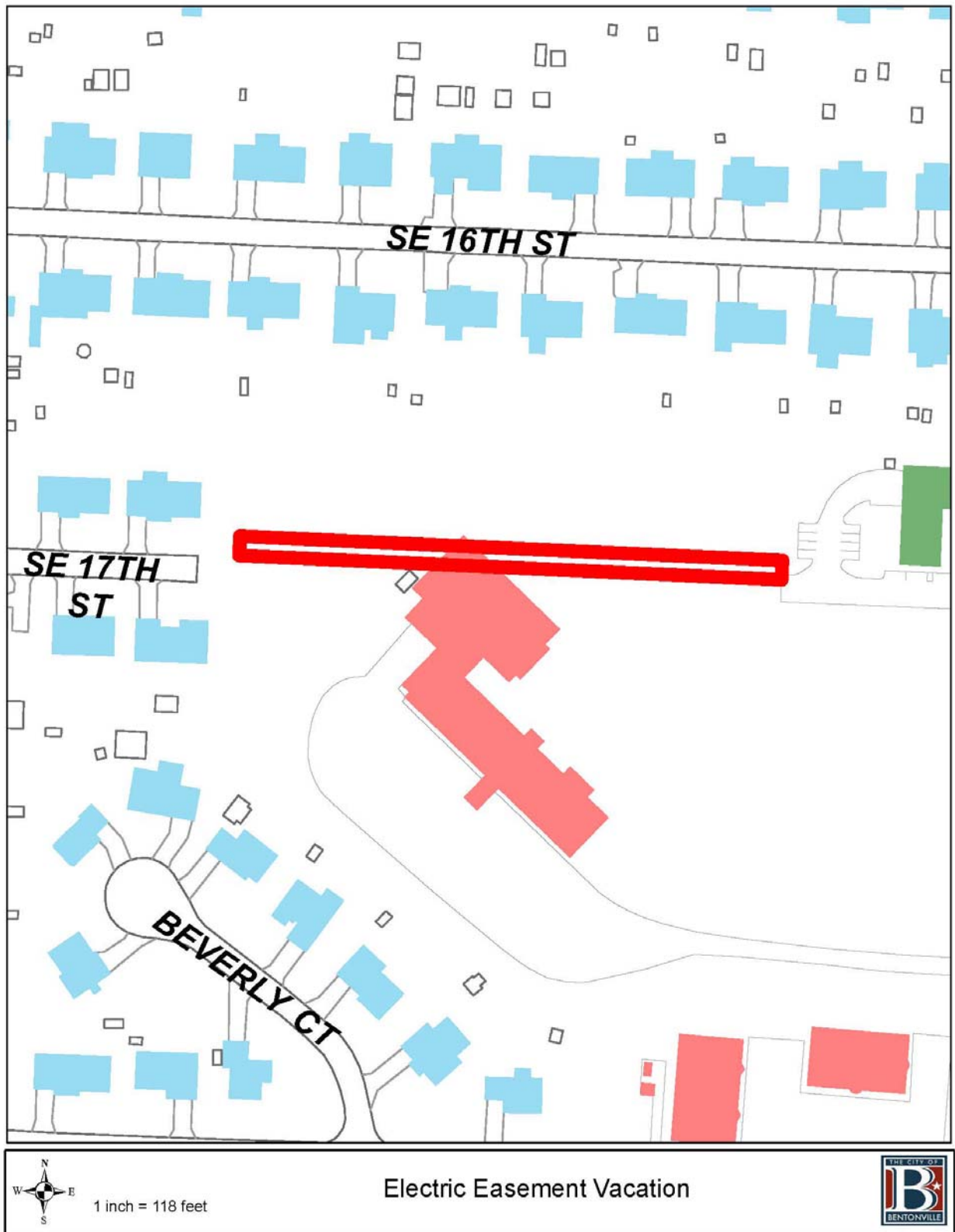
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE





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 Hope Church of Northwest Arkansas, requesting a utility easement vacation within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

LEGAL DESCRIPTION: ELECTRIC LINE EASEMENT VACATION

A PART OF TRACT 1 OF SHULZ ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT BOOK "A15", PAGE 85 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 11, BLOCK 5, SOUTHERN MEADOWS SECOND ADDITION - REVISION - PHASE 4, AS SHOWN IN PLAT BOOK 4, PAGE 189 OF THE BENTON COUNTY RECORDS; THENCE N36°00'10" E A DISTANCE OF 45.24 FEET; THENCE S87°33'14"E A DISTANCE OF 384.95 FEET TO THE EXISTING WEST RIGHT-OF-WAY LINE OF S.E. MOBERLY LANE (60' R/W); THENCE ALONG SAID EXISTING WEST RIGHT-OF-WAY LINE N02°22'06"E A DISTANCE OF 411.00 FEET TO THE SOUTH LINE OF AN EXISTING 50 FEET WIDE ACCESS - EGRESS & UTILITY EASEMENT, AS SHOWN IN PLAT BOOK "A15", PAGE 85 OF THE BENTON COUNTY RECORDS. THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE AND ALONG THE SOUTH LINE OF SAID ACCESS - EGRESS AND UTILITY EASEMENT, N87°49'55"W A DISTANCE OF 210.00 FEET; THENCE ALONG THE WEST LINE OF SAID EXISTING 50 FEET WIDE ACCESS - EGRESS & UTILITY EASEMENT, N02°22'06"E A DISTANCE OF 33.37 FEET; THENCE LEAVING SAID WEST LINE AND ALONG THE SOUTH LINE OF AN EXISTING 20 FEET WIDE ELECTRIC LINE EASEMENT, N87°27'08"W A DISTANCE OF 14.94 FEET TO THE **POINT OF BEGINNING** OF SAID ELECTRIC LINE EASEMENT VACATION; THENCE ALONG THE SOUTH LINE OF SAID 20 FEET ELECTRIC LINE EASEMENT, N87°27'08"W A DISTANCE OF 559.55 FEET; THENCE CONTINUING ALONG SAID ELECTRIC LINE EASEMENT THE FOLLOWING CALLS: N02°32'52"E A DISTANCE OF 20.00 FEET; THENCE S87°27'08"E A DISTANCE OF 559.55 FEET; THENCE S02°32'52"W A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

SAID ELECTRIC LINE EASEMENT CONTAINING 0.26 ACRES (11,191 SQUARE FEET) MORE OR LESS.

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. 22, 2015 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas,

and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

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

Linda Spence, City Clerk
Bentonville, Arkansas

Bob McCaslin, Mayor
City of Bentonville, Arkansas



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

AGENDA FORM

CITY COUNCIL MEETING OF:

September 8, 2015

Submitted by:

Ben Peters

Department

Engineering

Phone

271-5993

ACTION REQUIRED:

A resolution setting a public hearing for Sept. 22, 2015 for a public access easement vacation located in part of Lot 4 Ron Blackwell 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.

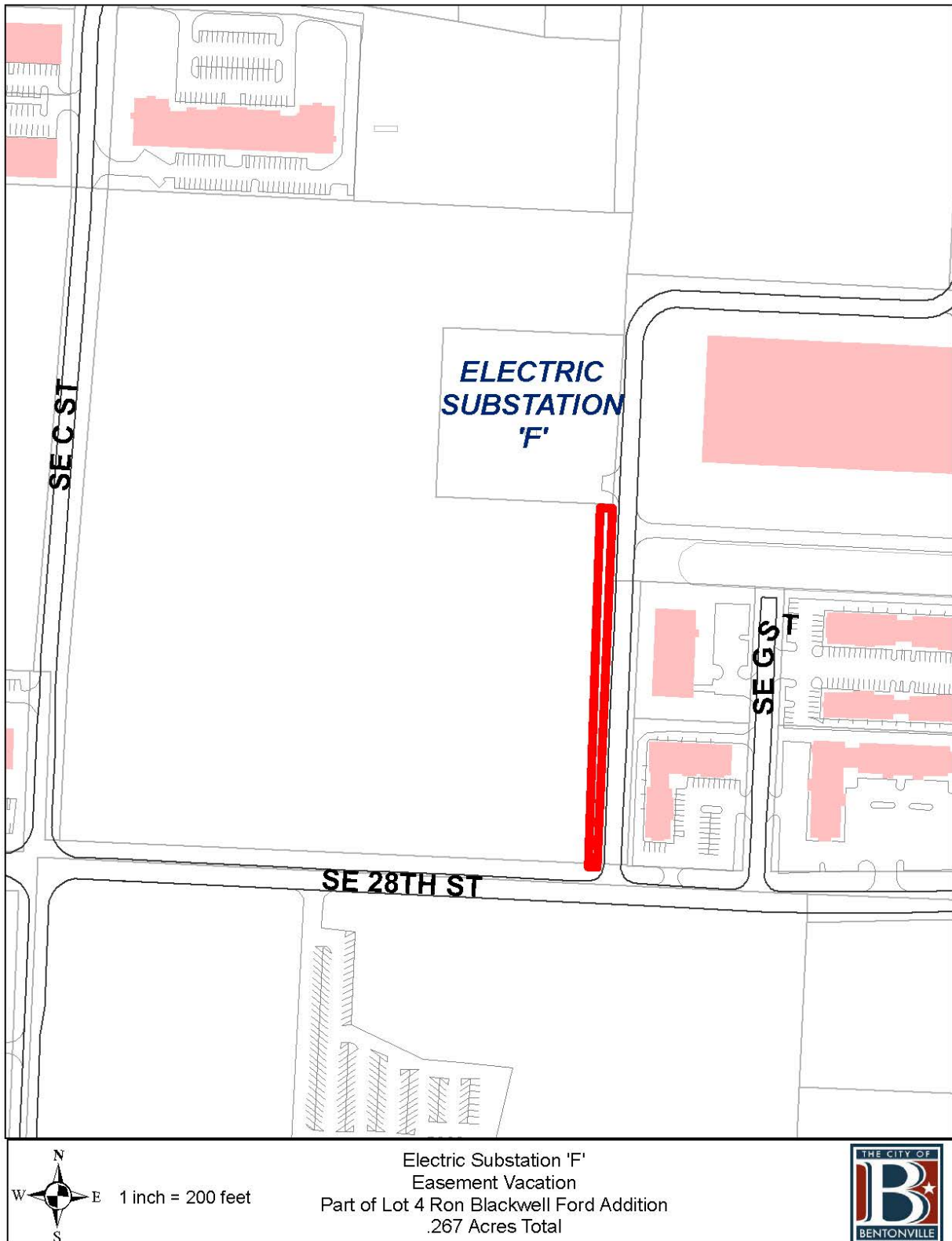
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





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 Ron Blackwell, requesting a public access easement within the City of Bentonville, Arkansas be vacated, which said public access easement is described as follows: (The Public Access easement legal description contains an existing utility easement which will remain after vacating the public access easement).

Part of Lot 4 of Ron Blackwell Ford Addition to the City of Bentonville, Benton County, Arkansas, as shown in Plat Book 2005 Page 254, being more particularly described as follows:

Commencing at an existing rebar at the SE corner of said Lot 4; thence along the north right of way line of SE 28th Street N87°36'13"W a distance of 24.05 feet to the point of beginning; thence continuing along said north line N87°36'13"W a distance of 15.95 feet; thence leaving said north line N01°57'10"E a distance of 623.04 feet; thence S87°36'19"E a distance of 21.33 feet; thence S02°26'51"W a distance of 623.02 feet to the point of beginning, containing 0.27 acres more or less.

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 public access easement at the above described property is set for hearing on Sept. 22, 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		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

September 8, 2015

Submitted by:

Troy Galloway

Department

Planning

Phone

271-6809

ACTION REQUIRED:

City Council approval of a budget adjustment to recognize revenue awarded in the form of a grant from the Walton Family Foundation in the amount of \$3,825.00 to leverage city funds to purchase a total of 300 trees for the fall tree giveaway to be held on Saturday, October 17, 2015.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	3,825
Remaining After Adjustment	\$ 3,825

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE





Date of Request: September 8, 2015

Justification:

Date: _____ Date entered: _____ By: _____

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



The
WALTON FAMILY
FOUNDATION

P.O. Box 2030 | Bentonville, AR 72712-2030

RECEIVED AUG 31 2015

RECEIVED AUG 31 2015

August 27, 2015

Mayor Bob McCaslin
c/o Danielle Shasteen
City of Bentonville
117 West Central Boulevard
Bentonville, AR 72712

RE: Grant #2015-1136

Dear Mayor McCaslin,

It is my pleasure to inform you that the Walton Family Foundation, Inc. ("Foundation") has approved a grant in the amount of \$3,825.00 to City of Bentonville ("Grantee"). This grant is at the recommendation of Tom and Stuart Walton and is subject to the terms attached.

The grant funds are to purchase 150 trees for the fall giveaway to match the city's 150 trees. A check is enclosed for the full amount of the grant.

Again, we are pleased to be able to assist your organization. We wish you all the best in your efforts, and we look forward to hearing about the results of your work.

Reporting requirement: Please submit as many addresses as possible for tree giveaway recipients.

For all communications regarding this grant, your point of contact at the Foundation will be Jared Faciszewski, Program Officer. Your Program Officer can be contacted via phone or email as follows: Telephone number (479) 464-2667, Fax number (479) 464-1580, and Email jaredf@wffmail.com.



Buddy D. Philpot
Executive Director

Enclosure

P. 479.464.1570 | F. 479.464.1580 | www.waltonfamilyfoundation.org



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

AGENDA FORM

CITY COUNCIL MEETING OF:

September 8, 2015

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Recommend Mayor and City Council waive the requirements for competitive bidding and enter into an agreement with Crossland Construction Company, Inc. for the construction of a new driveway located at "F" Substation in the amount of \$27,392.00.

COST TO CITY:

Cost of this Request: \$27,392

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



REQUEST FOR WAIVER OF BID

Date	<u>8/31/2015</u>		
Requested by:	<u>Travis Matlock</u>		
Department:	<u>Electric Department</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u></u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Crossland Construction Company, Inc.</u>		
	<u>833 S. East Ave</u>		
	<u>Columbus, KS 66725</u>		
Amount:	Base Amount:	\$	<u>27,392.00</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>27,392.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Crossland was the contractor of record for the construction of SE "F" St. (private developer). Once it was established that the revised driveway "F" Sub would not work, Crossland constructed a new driveway and relocated the gate in order for BEUD to have access of the newly constructed SE "F" St.			
 _____ Department Head		 _____ Director of Finance & Administration	
Revised 6-18-99			

MEMORANDUM

DATE: August 31, 2015

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineering Director

RE: Crossland Construction – Driveway Construction
at Substation "F".

The City Of Bentonville recommends waiving the requirements for competitive bidding and enter into a contract with Crossland Construction for the construction of a driveway and installation of a new gate for Substation "F" located off the new SE "F" St. Extension.

"F" Sub's existing access was by a private drive off of SE 28th St., and with a new street extension, the driveway was relocated from the private drive to SE "F" St. During the course of construction, it was discovered that the designed driveway would not work due the steep grades. The City coordinated with Crossland (who was building the warehouse and extending the road) to relocate the driveway further north with a more accommodating gradient. With the driveway relocation, the gate was required to be relocated also.

With the new driveway to the substation directly off of SE "F" St., the existing 650 lf private driveway will be demolished and access easement will be vacated.

The cost difference of this relocation from the existing driveway design is \$27,392.00.

CROSSLAND
CONSTRUCTION COMPANY, INC.

PO BOX 45
833 S. EAST AVENUE
COLUMBUS, KANSAS 66725
620-429-1414

INVOICE
JSTREET070715

TO: CITY OF BENTONVILLE
ATTN: TRAVIS MATLOCK, PE
608 SE 3RD STREET
BENTONVILLE, AR 72712

DATE: 7/7/2015

TERMS: NET DUE UPON RECEIPT

QUANTITY	DESCRIPTION	AMOUNT		
BEUD F STREET HUB WIDENING				
	COST ITEM	UNIT	UNIT PRICE	TOTAL COST
37	3" ASPHALT	SY	\$30.00	\$1,110.00
62	7" HEAVY DUTY CONCRETE	SY	\$54.00	\$3,348.00
37	4" GRAVEL BASE (AHTD CLASS 7)	SY	\$11.00	\$682.00
37	6" GRAVEL BASE (AHTD CLASS 7)	SY	\$15.00	\$537.00
162	ENGINEERED FILL MATERIAL	CY	\$20.00	\$3,240.00
60	24" RCP	LF	\$110.00	\$6,600.00
90	DEMO CURB	LF	\$20.00	\$1,800.00
1	AREA INLET (5' I.D. X 5' I.D.)	EA	\$6,800.00	\$6,800.00
TOTAL AMOUNT NOW DUE				<u>\$24,117.00</u>

CROSSLAND
CONSTRUCTION COMPANY, INC.

PO BOX 45
833 S. EAST AVENUE
COLUMBUS, KANSAS 66725
620-429-1414

INVOICE
JSTREET081315

TO: CITY OF BENTONVILLE
ATTN: TRAVIS MATLOCK, PE
608 SE 3RD STREET
BENTONVILLE, AR 72712

DATE: 8/13/2015

TERMS: NET DUE UPON RECEIPT

QUANTITY	DESCRIPTION	AMOUNT
	INSTALLATION OF 7'X24' CHAIN LINK FENCE. DOUBLE DRIVE GATE W/3 STRANDS OF BARBED WIRE. INSTALLED INTO EXISTING FENCE LINE WITH ON EACH SIDE.	\$3,275.00
	ELECTRIC SUBSTATION 799 SE 28TH STREET BENTONVILLE, AR 72712	
	TOTAL AMOUNT DUE	<u>\$3,275.00</u>

THANK YOU!

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH CROSSLAND CONSTRUCTION COMPANY INC. FOR THE CONSTRUCTION OF A NEW DRIVEWAY AT "F" SUBSTATION AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk should be and the same are hereby authorized to enter into an agreement with Crossland Construction Company, Inc. for the construction of a new driveway located at "F" Substation in the amount of \$27,392.00, as set forth in the documents attached hereto as Exhibit A.

Section 2: Because Crossland was the contractor of record for the construction of SE "F" Street for a private developer and because they could more cost effectively and efficiently perform the driveway relocation as part of this project, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

September 8, 2015

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

An ordinance authorizing the Mayor and the City Council to enter into a contract with NovaTech for (1) Remote Terminal Units for Bentonville's Substation "F" in the amount of \$29,422.50 plus tax. This equipment is "single source" and matches the Remote Terminal Units at all existing Substations. All the Remote Terminal Units work with our existing central master station. This is a 2015 budgeted item.

COST TO CITY:

Cost of this Request: \$29,423

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



REQUEST FOR WAIVER OF BID

Date	<u>8/31/2015</u>		
Requested by:	<u>Travis Matlock</u>		
Department:	<u>Electric</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Substation Remote Terminal Unit</u>		
Year & Model:	<u>2013</u>		
Serial #	<u>Various pieces, see attached itemized list</u>		
To Be Purchased From:	<u>Novatech, LLC.</u>		
	<u>13555 West 7th Street</u>		
	<u>Lenexa, KS 66219</u>		
Amount:	Base Amount:	\$	<u>29,442.50</u>
	Tax:	\$	<u>2,649.83</u>
	*Other:		<u> </u>
	TOTAL	\$	<u>32,092.33</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
This is a single source item from our SCADA vendor Novatech. We currently have this same unit in service at all of Bentonville's Substations. This unit will be installed at "F" Sub located on SE "F" Street.			
 _____ Department Head		 _____ Director of Finance & Administration	
Revised 6-18-99			

MEMORANDUM

DATE: August 31, 2015

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineer Director

RE: Resolution for the Mayor and City Council to enter into an agreement with NovaTech to supply an RTU for Substation "F"

The Electric Department recommends entering into an agreement with NovaTech to provide one RTU (Remote Terminal Unit) to the City of Bentonville for Substation "F". The RTU allows the station to communicate with Bentonville's master SCADA system. This is part of the continual process of upgrading all Bentonville's substations SCADA. The cost of the RTU is \$29,422.50 plus tax and is a 2015 budgeted item.



Proposal

City of Bentonville
Pricing for Substation F RTU
Proposal 0815-047
August 18, 2015

Introduction

This proposal describes our offering to supply one RTU for Substation F to the City of Bentonville. This offering is per request on 08/13/2015 from Wayman Thurman of the City of Bentonville to NovaTech. We have attempted to be fully responsive, but if there are questions, please feel free to contact the following individuals:

NovaTech V.P. Business Development/Southeast Region Utility Sales - Kevin Johnson at 570.498.4409, e-mail at kevin.johnson@novatechweb.com.

Director of Operations - BJ Weil at 913.451.1880, fax 913.451.2845, or e-mail bj.weil@novatechweb.com.

Scope

NovaTech will supply Bentonville with an RTU solution that will utilize NovaTech's DDIO Modules. This offering includes the required Orion to provide connectivity to bring the Substation onto the WEBserver SCADA System. Bentonville will provide the required iNET radio.

The RTU will be completely assembled and tested by NovaTech personnel at NovaTech's Lenexa, Kansas, facility prior to shipment.

The bill of materials of major equipment is as follows:

Qty	Mfg	Part #	Description
1	NovaTech	OrionLX-A3-B2-ENXX-IHV-HVXX-01-03-04-07-42-44	OrionLX Automation Platform See Appendix A for part number description
1	NovaTech	DDIO-SER-N-WR-111-HV-42-RACK	Distributed Discrete I/O, 24 DI Rack mount, communicating via Ethernet
3	NovaTech	DDIO-SER-N-WR-110-HV-42-RACK	Distributed Discrete I/O, 16in/8out Rack mount, communicating via Ethernet
1	Hoffman	PTDHW482424G	48"x 24"x24" Nema12 Double-Hinged Wall-Mount Cabinet with window
1	Hoffman	CP4824	48"x24" Back Panel
1	Vicor	VI-JT3-EW-B1	Power Converter
22	P&B	KUEP-7D15-24	Interposing Relay, non-latching
2	P&B	KUL-11D15D-24	Interposing Relay, latching
24	P&B	20C318	Interposing Relay Hold-Down Spring
Lot	Various	TBs and Fuses	Terminal Blocks and Fuses for Customer Interconnect Wiring
1	GarrettCom	4K24CR - 125V dc	24 Port Ethernet Switch (125V dc)



Proposal

City of Bentonville
Pricing for Substation F RTU
Proposal 0815-047
August 18, 2015

Clarifications

- The above BOM is based on Substation H per Wayman Thurman's instruction.
- This offering does not include onsite commissioning, installation, or WEBserver configuration, and will be provided under a separate proposal if needed.
- NovaTech will work with Wayman Thurman to modify the drawings for this RTU prior to submission.
- Assumed Substation F is powered by 125V DC.

Commercial

Supply one RTU for Substation F as specified
Standard Price:\$ 30,615.00 USD

Combined with an NCare Agreement:

RTU Price:\$ 30,615.00 USD
Less 10% Discount of OrionLX:\$ (640.00) USD
Less 10% Discount of DDIO Modules:\$ (552.50) USD

Resulting RTU Price:\$ 29,422.50 USD

The price quoted includes one electronic license-free copy of NovaTech Communications Director (NCD) configuration software and one RS-232 null-modem configuration cable. One electronic copy of all product documentation is also supplied on CD-ROM. Customer is permitted to make additional electronic or hard paper copies of documentation as required. Additional electronic copies of documentation and/or hard copies can be supplied for additional cost.

The prices quoted do not include taxes, duties, packing or shipping.

Delivery: 10-12 Weeks ARO
Terms: NET 30
Validity: 60 Days



Proposal

City of Bentonville
Pricing for Substation F RTU
Proposal 0815-047
August 18, 2015

Appendix A - OrionLX Part Number

OrionLX-A3-B2-ENXX-IHV-HVXX-01-03-04-07-42-44

- Three configurable RS-232 expansion serial ports (A3)
- Two configurable RS-485 expansion serial ports (B2)
- Single Copper Ethernet TCP/IP 10BaseT/100BaseTX (ENXX)
- 48V dc or 125V dc nominal inputs (IHV)
- Single 48V dc to 125V dc/120V ac Power Supplies (HVXX)
- DNP3 Master (01)
- DNP3 IP Master (03)
- Modbus Master (04)
- Modbus IP Master (07)
- DNP3 Slave (42)
- DNP3 IP Slave (44)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH NOVATECH FOR THE PURCHASE OF CERTAIN REMOTE TERMINAL UNIT EQUIPMENT FOR THE CITY OF BENTONVILLE ELECTRIC UTILITIES DEPARTMENT AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with NovaTech for the purchase of certain Remote Terminal Unit (RTU) and related SCADA equipment for the City of Bentonville Electrical Utilities Department, as set forth more fully in the attached proposal, in an amount not to exceed \$32,092.33.

Section 2: Because this SCADA equipment corresponds with equipment currently utilized by the department and because such equipment is a sole source item, it would be neither practical nor feasible to bid this item and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

September 8, 2015

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Approval of attached Mutual Aid Police Protection Agreement with the Fort Smith Police Department. In order to provide the highest quality of police services and community safety, it is important that mutual aid agreements with area police departments be established and updated. Such agreements provide for additional manpower or assistance during natural or man-made disasters, exigent circumstances, joint operations, and training. See attached Agreement.

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



Mutual Aid Police Protection Agreement

This Agreement, by and between the City of Fort Smith, Arkansas, and the City of Bentonville, Arkansas, in accordance with A.C.A. § 16-81-106 et seq., to secure and provide for each adequate police protection through the use of properly trained and equipped police officers, mutual aid in police protection, and protection of life and property. It is agreed that:

I. Introduction

- A. The City of Fort Smith and the City of Bentonville recognize and acknowledge that, at times, emergency or other situations arise that require additional manpower and resources beyond which the respective law enforcement agency for each City can provide. It is during such times that it may be prudent and necessary to request additional manpower or assistance from other law enforcement agencies.

II. Requests for the Fort Smith Police Department

- A. During natural or man-made disasters, exigent circumstances, joint operations, and training, the City of Fort Smith will provide assistance to the City of Bentonville according to the guidelines as set forth in this Mutual Aid Police Protection Agreement. Requests for mutual aid must be made in writing by the Bentonville Police Department Chief of Police, or by his or her authorized designee. Any request for aid under this Agreement will include a statement of the amount and type of equipment and personnel requested, and will specify the location to which the equipment and personnel are to be dispatched; however, the amount of and type of equipment and number of personnel to be furnished will be determined by the officer in charge of the responding organization.
- B. The Fort Smith Police Department Chief of Police will decide what resources are available to the requesting agency and will authorize the level of response to be provided, as well as the duration of aid to be provided. This response may include, but is not limited to, manpower, vehicles, equipment or other police resources. In the event that an exigent situation should arise within the jurisdiction of the City of Fort Smith that would necessitate such action, the City of Fort Smith reserves the right to refuse to respond to any request for mutual aid when, in the opinion of the City Administrator of Fort Smith or of its Chief of Police, responding to such a request would jeopardize municipal property or would endanger the lives or property of the citizens of the City of Fort Smith; additionally, the City of Fort Smith reserves the right to recall immediately any or all of the manpower, vehicles, equipment or other police resources on loan to another agency, if, in the opinion of the City Administrator of Fort Smith or of its Chief of Police, that to do otherwise would jeopardize municipal property or would endanger the lives or property of the citizens of the City of Fort Smith.

- C. The City of Bentonville must sign or have previously signed a Mutual Aid Police Protection Agreement with the City of Fort Smith.

III. Supervision and Control of Officers on Loan to the City of Bentonville

- A. Officers from the Fort Smith Police Department that are temporarily assigned to the Bentonville Police Department under mutual aid police protection provisions are subject to the same rules, regulations, and supervisory commands as Bentonville Police Department officers. They will possess the same powers, rights and immunities as Bentonville Police Department officers.
- B. Personnel and administrative control, including compensation of Fort Smith officers, will be retained by the City of Fort Smith and the Fort Smith Police Department. Fort Smith police officers will be entitled to worker's compensation and other benefits to which they would be entitled were they functioning within the normal course and scope of the duties with the Fort Smith Police Department.

IV. Requests by the Fort Smith Police Department

- A. During natural or man-made disasters, exigent circumstances, joint operations, and training, the City of Bentonville will provide assistance to the City of Fort Smith according to the guidelines as set forth in this Mutual Aid Police Protection Agreement. Requests for mutual aid must be made in writing by the Fort Smith Police Department Chief of Police, or by his or her authorized designee. Any request for aid under this Agreement will include a statement of the amount and type of equipment and personnel requested, and will specify the location to which the equipment and personnel are to be dispatched however, the amount of and type of equipment and number of personnel to be furnished will be determined by the officer in charge of the responding organization.
- B. The Bentonville Police Department Chief of Police will decide what resources are available to the requesting agency and will authorize the level of response to be provided, as well as the duration of aid to be provided. This response may include, but is not limited to, manpower, vehicles, equipment or other police resources. In the event that an exigent situation should arise within the jurisdiction of the City of Bentonville that would necessitate such action, the City of Bentonville reserves the right to refuse to respond to any request for mutual aid when, in the opinion of the Mayor of Bentonville or of its Chief of Police, responding to such a request would jeopardize municipal property or would endanger the lives or property of the citizens of the City of Bentonville; additionally, the City of Bentonville reserves the right to recall immediately any or all of the manpower, vehicles, equipment or other police resources on loan to another agency, if, in the opinion of the Mayor of Bentonville or of its Chief of Police, that to do otherwise would

jeopardize municipal property or would endanger the lives or property of the citizens of the City of Bentonville.

- C. The City of Fort Smith must sign or have previously signed a Mutual Aid Police Protection Agreement with the City of Bentonville.

V. Supervision and Control of Officers on Loan to the City of Fort Smith

- A. Officers from the Bentonville Police Department that are temporarily assigned to the Fort Smith Police Department under mutual aid police protection provisions are subject to the same rules, regulations, and supervisory commands as Fort Smith Police Department officers. They will possess the same powers, rights and immunities as Fort Smith Police Department officers.
- B. Personnel and administrative control, including compensation of Bentonville Police Department officers, will be retained by the City of Bentonville and the Bentonville Police Department. Bentonville police officers will be entitled to worker's compensation and other benefits to which they would be entitled were they functioning within the normal course and scope of the duties with the Bentonville Police Department.

VI. Mutual Aid Police Protection Agreement

- A. Pursuant to Act 846 of 1989, codified at A.C.A. § 16-81-106 et. seq., the City of Fort Smith and the City of Bentonville, having each created police departments and having employed police officers of these respective municipalities that are sworn to enforce the laws of this state and their individual jurisdictions, do hereby enter into this MUTUAL AID POLICE PROTECTION AGREEMENT as allowed by Act 846 and their individual municipal policies. This Mutual Aid Police Protection Agreement shall be construed to grant to Bentonville Police Department officers and Fort Smith Police Department officers the statewide arrest powers authorized by A.C.A. § 16-81-106(c)(3) while working pursuant to this Agreement within the jurisdiction of the requesting city.
- B. In the event of claims for injury or other loss said to be the result of acts or omissions by an officer, or officers, providing assistance pursuant to this Mutual Aid Police Protection Agreement, the agency and municipality providing such assistance shall provide a legal defense for and shall hold harmless the receiving agency, its officer(s), and municipality from and against all such claims. Both cities assert any and all the immunities provided to them and/or their officers under Arkansas or Federal Law and neither waives it as a consequence of the

above language. This hold harmless agreement is subject to the limitations of Arkansas law and such agreement is not intended to inure to the benefit of any third party nor should it be interpreted as a basis for municipal liability for which the municipality is otherwise immune under Arkansas law.

- C. This MUTUAL AID POLICE PROTECTION AGREEMENT may be reviewed annually. Should any paragraph or part of this MUTUAL AID POLICE PROTECTION AGREEMENT be found unconstitutional or unlawful, the remainder shall remain in full force and effect.
- D. This Agreement is in effect from its date of approval by the governing bodies of each municipality, and will remain in effect until cancellation in writing by one or both parties.
- E. Either party may terminate this agreement upon ten (10) days' notice in writing to the other municipality through the Chief of each respective Police Department.

Witness our hands:

Mayor, City Of Bentonville
Bentonville, Arkansas

City Administrator, City of
Fort Smith, Arkansas

Date

Date

Police Chief, City of Bentonville
Arkansas

Police Chief, City of Ft. Smith
Arkansas

Date

Date

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY
CLERK TO ENTER INTO A MUTUAL AID POLICE
PROTECTION AGREEMENT WITH THE CITY OF FORT
SMITH, ARKANSAS.**

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

Section 1: That the Mayor and Clerk should be and are hereby authorized to enter into a Mutual Aid Police Protection Agreement with the City of Fort Smith, Arkansas, as attached hereto as Exhibit A.

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

PASSED and APPROVED this ____ day of _____, 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:

September 8, 2015

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Approval of attached Mutual Aid Police Protection Agreement with the Bella Vista Police Department. In order to provide the highest quality of police services and community safety, it is important that mutual aid agreements with area police departments be established and updated. Such agreements provide for additional manpower or assistance during natural or man-made disasters, exigent circumstances, joint operations, and training. See attached Agreement.

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



Mutual Aid Police Protection Agreement

This Agreement, by and between the City of Bella Vista, Arkansas, and the City of Bentonville, Arkansas, in accordance with A.C.A. § 16-81-106 et seq., to secure and provide for each adequate police protection through the use of properly trained and equipped police officers, mutual aid in police protection, and protection of life and property. It is agreed that:

I. Introduction

- A. The City of Bella Vista and the City of Bentonville recognize and acknowledge that, at times, emergency or other situations arise that require additional manpower and resources beyond which the respective law enforcement agency for each City can provide. It is during such times that it may be prudent and necessary to request additional manpower or assistance from other law enforcement agencies.

II. Requests for the City of Bella Vista

- A. During natural or man-made disasters, exigent circumstances, joint operations, and training, the City of Bella Vista will provide assistance to the City of Bentonville according to the guidelines as set forth in this Mutual Aid Police Protection Agreement. Requests for mutual aid must be made in writing by the Bentonville Police Department Chief of Police, or by his or her authorized designee. Any request for aid under this Agreement will include a statement of the amount and type of equipment and personnel requested, and will specify the location to which the equipment and personnel are to be dispatched; however, the amount of and type of equipment and number of personnel to be furnished will be determined by the officer in charge of the responding organization.
- B. The Bella Vista Police Department Chief of Police will decide what resources are available to the requesting agency and will authorize the level of response to be provided, as well as the duration of aid to be provided. This response may include, but is not limited to, manpower, vehicles, equipment or other police resources. In the event that an exigent situation should arise within the jurisdiction of the City of Bella Vista that would necessitate such action, the City of Bella Vista reserves the right to refuse to respond to any request for mutual aid when, in the opinion of the Mayor of Bella Vista or of its Chief of Police, responding to such a request would jeopardize municipal property or would endanger the lives or property of the citizens of the City of Bella Vista; additionally, the City of Bella Vista reserves the right to recall immediately any or all of the manpower, vehicles, equipment or other police resources on loan to another agency, if, in the opinion of the Mayor of Bella Vista or of its Chief of Police, that to do otherwise would jeopardize municipal property or would endanger the lives or property of the citizens of the City of Bella Vista.

- C. The City of Bentonville must sign or have previously signed a Mutual Aid Police Protection Agreement with the City of Bella Vista.

III. Supervision and Control of Officers on Loan to the City of Bentonville

- A. Officers from the Bella Vista Police Department that are temporarily assigned to the Bentonville Police Department under mutual aid police protection provisions are subject to the same rules, regulations, and supervisory commands as Bentonville Police Department officers. They will possess the same powers, rights and immunities as Bentonville Police Department officers.
- B. Personnel and administrative control, including compensation of Bella Vista officers, will be retained by the City of Bella Vista and the Bella Vista Police Department. Bella Vista police officers will be entitled to worker's compensation and other benefits to which they would be entitled were they functioning within the normal course and scope of the duties with the Bella Vista Police Department.

IV. Requests by the Bella Vista Police Department

- A. During natural or man-made disasters, exigent circumstances, joint operations, and training, the City of Bentonville will provide assistance to the City of Bella Vista according to the guidelines as set forth in this Mutual Aid Police Protection Agreement. Requests for mutual aid must be made in writing by the Bella Vista Police Department Chief of Police, or by his or her authorized designee. Any request for aid under this Agreement will include a statement of the amount and type of equipment and personnel requested, and will specify the location to which the equipment and personnel are to be dispatched however, the amount of and type of equipment and number of personnel to be furnished will be determined by the officer in charge of the responding organization.
- B. The Bentonville Police Department Chief of Police will decide what resources are available to the requesting agency and will authorize the level of response to be provided, as well as the duration of aid to be provided. This response may include, but is not limited to, manpower, vehicles, equipment or other police resources. In the event that an exigent situation should arise within the jurisdiction of the City of Bentonville that would necessitate such action, the City of Bentonville reserves the right to refuse to respond to any request for mutual aid when, in the opinion of the Mayor of Bentonville or of its Chief of Police, responding to such a request would jeopardize municipal property or would endanger the lives or property of the citizens of the City of Bentonville; additionally, the City of Bentonville reserves the right to recall immediately any or all of the manpower, vehicles, equipment or other police resources on loan to another agency, if, in the opinion of the Mayor of Bentonville or of its Chief of Police, that to do otherwise would

jeopardize municipal property or would endanger the lives or property of the citizens of the City of Bentonville.

- C. The City of Bella Vista must sign or have previously signed a Mutual Aid Police Protection Agreement with the City of Bentonville.

V. Supervision and Control of Officers on Loan to the City of Bella Vista

- A. Officers from the Bentonville Police Department that are temporarily assigned to the Bella Vista Police Department under mutual aid police protection provisions are subject to the same rules, regulations, and supervisory commands as Bella Vista Police Department officers. They will possess the same powers, rights and immunities as Bella Vista Police Department officers.
- B. Personnel and administrative control, including compensation of Bentonville Police Department officers, will be retained by the City of Bentonville and the Bentonville Police Department. Bentonville police officers will be entitled to worker's compensation and other benefits to which they would be entitled were they functioning within the normal course and scope of the duties with the Bentonville Police Department.

VI. Mutual Aid Police Protection Agreement

- A. Pursuant to Act 846 of 1989, codified at A.C.A. § 16-81-106 et. seq., the City of Bella Vista and the City of Bentonville, having each created police departments and having employed police officers of these respective municipalities that are sworn to enforce the laws of this state and their individual jurisdictions, do hereby enter into this MUTUAL AID POLICE PROTECTION AGREEMENT as allowed by Act 846 and their individual municipal policies. This Mutual Aid Police Protection Agreement shall be construed to grant to Bentonville Police Department officers and Bella Vista Police Department officers the statewide arrest powers authorized by A.C.A. § 16-81-106(c)(3) while working pursuant to this Agreement within the jurisdiction of the requesting city.
- B. In the event of claims for injury or other loss said to be the result of acts or omissions by an officer, or officers, providing assistance pursuant to this Mutual Aid Police Protection Agreement, the agency and municipality providing such assistance shall provide a legal defense for and shall hold harmless the receiving agency, its officer(s), and municipality from and against all such claims. Both cities assert any and all the immunities provided to them and/or their officers under Arkansas or Federal Law and neither waives it as a consequence of the above

language. This hold harmless agreement is subject to the limitations of Arkansas law and such agreement is not intended to inure to the benefit of any third party nor should it be interpreted as a basis for municipal liability for which the municipality is otherwise immune under Arkansas law.

- C. This MUTUAL AID POLICE PROTECTION AGREEMENT may be reviewed annually. Should any paragraph or part of this MUTUAL AID POLICE PROTECTION AGREEMENT be found unconstitutional or unlawful, the remainder shall remain in full force and effect.
- D. This Agreement is in effect from its date of approval by the governing bodies of each municipality, and will remain in effect until cancellation in writing by one or both parties.
- E. Either party may terminate this agreement upon ten (10) days' notice in writing to the other municipality through the Chief of each respective Police Department.

Witness our hands:

Mayor, City Of Bentonville
Bentonville, Arkansas

Mayor, City of Bella Vista
Bella Vista, Arkansas

Date

Date

Police Chief, City of Bentonville
Arkansas

Police Chief, City of Bella Vista
Arkansas

Date

Date

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY
CLERK TO ENTER INTO A MUTUAL AID POLICE
PROTECTION AGREEMENT WITH THE CITY OF
BELLA VISTA, ARKANSAS.**

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

Section 1: That the Mayor and Clerk should be and are hereby authorized to enter into a Mutual Aid Police Protection Agreement with the City of Bella Vista, Arkansas, as attached hereto as Exhibit A.

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

PASSED and APPROVED this ____ day of _____, 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:

September 8, 2015

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Approval of attached Mutual Aid Police Protection Agreement with the Rogers Police Department. In order to provide the highest quality of police services and community safety, it is important that mutual aid agreements with area police departments be established and updated. Such agreements provide for additional manpower or assistance during natural or man-made disasters, exigent circumstances, joint operations, and training. See attached Agreement.

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



Mutual Aid Police Protection Agreement

This Agreement, by and between the City of Bentonville, Arkansas, and the City of Rogers, Arkansas, in accordance with A.C.A. § 16-81-106 et seq., to secure and provide for each adequate police protection through the use of properly trained and equipped police officers, mutual aid in police protection, and protection of life and property. It is agreed that:

I. Introduction

- A. The City of Bentonville and the City of Rogers recognize and acknowledge that, at times, emergency situations arise that require additional manpower and resources beyond which the respective law enforcement agency for each City can provide. It is during such times that it may be prudent and necessary to request additional manpower or assistance from other law enforcement agencies.

II. Requests for the Bentonville Police Department

- A. During natural or man-made disasters, exigent circumstances, joint operations, and/or training, the City of Bentonville will provide assistance to the City of Rogers according to the guidelines as set forth in this Mutual Aid Police Protection Agreement. Requests for mutual aid must be made in writing by the Rogers Police Department Chief of Police, or by his or her authorized designee. Any request for aid under this Agreement will include a statement of the amount and type of equipment and personnel requested, and will specify the location to which the equipment and personnel are to be dispatched; however, the amount of and type of equipment and number of personnel to be furnished will be determined by the officer in charge of the responding organization.
- B. The Bentonville Police Department Chief of Police will decide what resources are available to the requesting agency and will authorize the level of response to be provided, as well as the duration of aid to be provided. This response may include, but is not limited to, manpower, vehicles, equipment or other police resources. In the event that an exigent situation should arise within the jurisdiction of the City of Bentonville that would necessitate such action, the City of Bentonville reserves the right to refuse to respond to any request for mutual aid when, in the opinion of the Mayor of Bentonville or of its Chief of Police, responding to such a request would jeopardize municipal property or would endanger the lives or property of the citizens of the City of Bentonville; additionally, the City of Bentonville reserves the right to recall immediately any or all of the manpower, vehicles, equipment or other police resources on loan to another agency, if, in the opinion of the Mayor of Bentonville or of its Chief of Police, that to do otherwise would jeopardize municipal property or would endanger the lives or property of the citizens of the City of Bentonville.
- C. The City of Rogers must sign or have previously signed a Mutual Aid Police Protection Agreement with the City of Bentonville.

III. Supervision and Control of Officers on Loan to the City of Rogers

- A. Officers from the Bentonville Police Department that are temporarily assigned to the Rogers Police Department under mutual aid police protection provisions are subject to the same rules, regulations, and supervisory commands as Rogers Police Department officers. They will possess the same powers, rights and immunities as Rogers Police Department officers.
- B. Personnel and administrative control, including compensation of Bentonville officers, will be retained by the City of Bentonville and the Bentonville Police Department. Bentonville police officers will be entitled to worker's compensation and other benefits to which they would be entitled were they functioning within the normal course and scope of their duties with the Bentonville Police Department.

IV. Requests by the Bentonville Police Department

- A. During natural or man-made disasters, exigent circumstances, joint operations, and/or training, the City of Rogers will provide assistance to the City of Bentonville according to the guidelines as set forth in this Mutual Aid Police Protection Agreement. Requests for mutual aid must be made in writing by the Bentonville Police Department Chief of Police, or by his or her authorized designee. Any request for aid under this Agreement will include a statement of the amount and type of equipment and personnel requested, and will specify the location to which the equipment and personnel are to be dispatched however, the amount of and type of equipment and number of personnel to be furnished will be determined by the officer in charge of the responding organization.
- B. The Rogers Police Department Chief of Police will decide what resources are available to the requesting agency and will authorize the level of response to be provided, as well as the duration of aid to be provided. This response may include, but is not limited to, manpower, vehicles, equipment or other police resources. In the event that an exigent situation should arise within the jurisdiction of the City of Rogers that would necessitate such action, the City of Rogers reserves the right to refuse to respond to any request for mutual aid when, in the opinion of the Mayor of Rogers or of its Chief of Police, responding to such a request would jeopardize municipal property or would endanger the lives or property of the citizens of the City of Rogers; additionally, the City of Rogers reserves the right to recall immediately any or all of the manpower, vehicles, equipment or other police resources on loan to another agency, if, in the opinion of the Mayor of Rogers or of its Chief of Police, that to do otherwise would jeopardize municipal property or would endanger the lives or property of the citizens of the City of Rogers.

- C. The City of Bentonville must sign or have previously signed a Mutual Aid Police Protection Agreement with the City of Rogers.
- V. Supervision and Control of Officers on Loan to the City of Bentonville
 - A. Officers from the Rogers Police Department that are temporarily assigned to the Bentonville Police Department under mutual aid police protection provisions are subject to the same rules, regulations, and supervisory commands as Bentonville Police Department officers. They will possess the same powers, rights and immunities as Bentonville Police Department officers.
 - B. Personnel and administrative control, including compensation of Rogers Police Department officers, will be retained by the City of Rogers and the Rogers Police Department. Rogers police officers will be entitled to worker's compensation and other benefits to which they would be entitled were they functioning within the normal course and scope of the duties with the Rogers Police Department.
- VI. Mutual Aid Police Protection Agreement
 - A. Pursuant to Act 846 of 1989, codified at A.C.A. § 16-81-106 et. seq., the City of Bentonville and the City of Rogers, having each created police departments and having employed police officers of these respective municipalities that are sworn to enforce the laws of this state and their individual jurisdictions, do hereby enter into this MUTUAL AID POLICE PROTECTION AGREEMENT as allowed by Act 846 and their individual municipal policies. This Mutual Aid Police Protection Agreement shall be construed to grant to Rogers Police Department officers and Bentonville Police Department officers the statewide arrest powers authorized by A.C.A. § 16-81-106(c)(3) while working pursuant to this Agreement within the jurisdiction of the requesting city.
 - B. In the event of claims for injury or other loss said to be the result of acts or omissions by an officer, or officers, providing assistance pursuant to this Mutual Aid Police Protection Agreement, the agency and municipality providing such assistance shall provide a legal defense for and shall hold harmless the receiving agency, its officer(s), and municipality from and against all such claims. Both cities assert any and all of the immunities provided to them and/or their officers under Arkansas or Federal Law and neither waives it as a consequence of the above language. This hold harmless clause is subject to the limitations of Arkansas law and such agreement is not intended to inure to the benefit of any third party nor should it be interpreted as a basis for municipal liability for which the municipality

is otherwise immune under Arkansas law. Specifically, nothing in this agreement shall be construed or interpreted to waive any of the rights or immunities afforded either municipality under A.C.A. 21-9-301.

- C. This MUTUAL AID POLICE PROTECTION AGREEMENT may be reviewed annually. Should any paragraph or part of this MUTUAL AID POLICE PROTECTION AGREEMENT be found unconstitutional or unlawful, the remainder shall remain in full force and effect.
- D. This Agreement is in effect from its date of approval by the governing bodies of each municipality, and will remain in effect until cancellation in writing by one or both parties.
- E. Either party may terminate this agreement upon ten (10) days' notice in writing to the other municipality through the Chief of each respective Police Department.

Witness our hands:

Mayor, City Of Bentonville
Bentonville, Arkansas

Mayor, City of Rogers
Rogers, Arkansas

Date

Date

Police Chief, City of Bentonville
Arkansas

Police Chief, City of Rogers
Arkansas

Date

Date

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY
CLERK TO ENTER INTO A MUTUAL AID POLICE
PROTECTION AGREEMENT WITH THE CITY OF
ROGERS, ARKANSAS.**

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

Section 1: That the Mayor and Clerk should be and are hereby authorized to enter into a Mutual Aid Police Protection Agreement with the City of Rogers, Arkansas, as attached hereto as Exhibit A.

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

PASSED and APPROVED this _____ day of _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, September 8, 2015 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, September 8, 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 25, 2015**

AGENDA

1. Planning:
- 1a. **Arbor Lane Phase II Development, LLC: Final Plat, Arbor Lane II Subdivision Phase 1, Southwest Juniper Avenue, Zoned PRD, Planned Residential Development.**

The planning commission voted 7-0 recommending approval.

Arbor Lane II Phase 1 consist of 34 total lots, 25 of the single family residential lots are buildable and 8 lots will make up the required stormwater detention, common area and will allow for a future phase of the subdivision to be constructed. The average lot size within the subdivision will be 38' wide by 100' in depth. The plat as provided by the applicant shows the dedication of right-of-way and the construction of a portion of SW Juniper Avenue as well as right-of-way and construction of the portion of SW Peachwood Drive that lies within phase 1 of the project. There are two public alleys that are also being constructed in phase 1 to serve some of the lots within the subdivision. On-site detention has been provided for this phase. The traffic choker along SW Juniper Avenue has been installed as well as the 15% of greenspace/common area that is required with the completion of this phase. The plat also dedicates utility easements to serve each lot. Furthermore a temporary fire department turn

around will be installed on the south end of Southwest Peachwood Drive until phase 2 of the project commences.

2. Public hearing and ordinance vacating a 20 foot utility easement located between Lots 1 and 2 of A & T Addition.
3. A resolution setting a public hearing for Sept. 22, 2015 for a utility easement vacation located at 1700 SE Moberly Lane.
4. A resolution setting a public hearing for Sept. 22, 2015 for a public access easement vacation located in part of Lot 4 Ron Blackwell Addition.
5. City Council approval of a budget adjustment to recognize revenue awarded in the form of a grant from the Walton Family Foundation in the amount of \$3,825.00 to leverage city funds to purchase a total of 300 trees for the fall tree giveaway to be held on Saturday, October 17, 2015.
6. Recommend Mayor and City Council waive the requirement for competitive bidding and enter into an agreement with Crossland Construction Company, Inc. for the construction of a new driveway located at "F" Substation in the amount of \$27,392.00.
7. An ordinance authorizing the Mayor and the City Council to enter into a contract with NovaTech for (1) Remote Terminal Units for Bentonville's Substation "F" in the amount of \$29,422.50 plus tax. This equipment is "single source" and matches the Remote Terminal Units at all existing Substations. All the Remote Terminal Units work with our existing central master station. This is a 2015 budgeted item.
8. Approval of attached Mutual Aid Police Protection Agreement with the Fort Smith Police Department. In order to provide the highest quality of police services and community safety, it is important that mutual aid agreements with area police departments be established and updated. Such agreements provide for additional manpower or assistance during natural or man-made disasters, exigent circumstances, joint operations, and training. See attached Agreement.
9. Approval of attached Mutual Aid Police Protection Agreement with the Bella Vista Police Department. In order to provide the highest quality of police services and community safety, it is important that mutual aid agreements with area police departments be established and updated. Such agreements provide for additional manpower or assistance during natural or man-made disasters, exigent circumstances, joint operations, and training. See attached Agreement.
10. Approval of attached Mutual Aid Police Protection Agreement with the Rogers Police Department. In order to provide the highest quality of police services and community safety, it is important that mutual aid agreements with area police departments be established and updated. Such agreements provide for additional manpower or assistance during natural or man-made disasters, exigent circumstances, joint operations, and training. See attached Agreement.