

1. Agenda

Documents:

[JANUARY 12, 2016 CITY COUNCIL FULL AGENDA.PDF](#)

2. Short Agenda

Documents:

[JANUARY 12, 2016 CITY COUNCIL SHORT AGENDA.PDF](#)



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, January 12, 2016 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, January 12, 2016 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: December 8, 2015**

AGENDA

1. Planning:

1a. **Appeal of Planning Commission Decision:**

Hope Church of NWA: Rezoning, Lot 4 of Schulz Addition, 1700 SE Moberly Lane, Rezoning from R-1 to C-2.

(Pages 9-19)

The planning commission voted 5-1 to deny request.

The applicants have requested a rezoning from R-1 to C-2 of the Moberly frontage property to construct a high-end automobile dealership

1b. **New Business:**

Cabe Ranch Leasing, LLC: Lot Split, Lot 1 Naples Subdivision, Southwest Regional Airport Blvd., Zoned C-2.

(Pages 20-23)

The planning commission voted 7-0 recommending approval.

The applicant has submitted a lot split for property situation along the south side of Southwest Regional Airport Boulevard. The plat provided by the applicant shows the creation of one new lot from one existing parcel. The new

lot will be known as Lot 1 (1.62 acres) of Naples Subdivision. The plat shows the dedication of two cross access easements, one along the southern property line and the other in the northeast corner of the property. Water and sewer services are available to this location.

- 1c. **Stephen & Terri Brewer: Property Line Adjustment, Lot 27, Block 10, W.A. Burks Addition, 1114 Northeast Monroe Street, Zoned R-1, Single Family Residential.**

(Pages 24-27)

The planning commission voted 7-0 recommending approval.

The applicant has submitted a property line adjustment for property located at 1114 Northeast Monroe Street. The plat as provided by the applicant shows the interior common lot line of the three original lots to be removed, creating one new lot to be known as Lot 27 (0.37 acres), Block 10 of W.A. Burks Addition. Right-of-way is being dedicated along Northeast Monroe Street per the Master Street Plan. Utility Easements are also being dedicated along Northeast Monroe Street and the southern property line. Water and sewer services are available to this location.

- 1d. **Craig Hull: Property Line Adjustment, Lot 13, Block 3, Lincoln & Rice Addition, Northeast 2nd Street & Northeast 'H' Street, Zoned R-1, Single Family Residential.**

(Pages 28-31)

The planning commission voted 7-0 recommending approval.

The applicant has submitted a property line adjustment for property located on the southeast corner of Northeast 2nd Street and Northeast 'H' Street. The plat as provided indicates the remove of the interior common lot lines and the creation of 1 new lot from a portion of 3 existing lots to be known as Lot 13 (0.30 acres), Block 3, Lincoln & Rice Addition. A 20 feet utility easement is being dedicated along Northeast 'H' Street. Water and sewer service are available to this location.

- 1e. **Lavee Collingsworth: Rezoning, 402 Southeast 'G' Street, Zoned R-1.**

(Pages 32-37)

The planning commission voted 7-0 recommending approval.

The applicants have requested a rezoning from R-1, Single Family Residential to R-C2 Central Residential-Moderate Density for the construction of four single family residences.

- 1f. **Clyde Nichols: Property Line Adjustment, Lot 28, Block 24, Deming's 2nd Addition, Northeast 'A' Street, Zoned R-1, Single Family Residential.**

(Pages 38-42)

The planning commission voted 7-0 recommending approval

The applicant has submitted a property line adjustment for property located along Northeast 'A' Street. The plat as provided indicates the removal of the

interior common lot lines and the creation of 1 new lot from 2 existing lots to be known as Lot 28 (0.55 acres), Block 24, Deming's 2nd Addition. Right-of-way is being dedicated along Northeast 'A' Street per the Master Street Plan. Water and sewer service are available to this location.

- 1g. **JBj Properties, LLC: Property Line Adjustment, Lot 25, Block 9, W.A. Burks Addition, Northeast 'A' Street & Northeast Park Street, Zoned R-1, Single Family Residential.**

(Pages 43-46)

The planning commission voted 7-0 recommending approval.

The applicant has submitted a property line adjustment for property located on the south side of the intersection of Northeast "A Street and Northeast Park Street in an R-1, Single Family Residential Subdivision. The plat as provided the creation of 1 new lot from 14 existing lots to be known as Lot 25 (1.77 acres), Block 9, W.A. Burks Addition. Right-of-way is being dedicated along Northeast 'A' Street and Northeast Park Street per the Master Street Plan. Water and sewer services are available to this location.

- 1h. **Diedra Robinson: Lot Split, Lot 18, Lefors Addition, Northwest 2nd Street & Northwest 'F' Street, Zoned R-1, Single Family Residential.**

(Pages 47-51)

The planning commission voted 7-0 recommending approval.

The applicant has submitted a lot split for property situated on the northeast corner of the intersection of Northwest 2nd and Northwest 'F' Street. The plat as provided by the applicant shows the creation of one new lot from part of an existing lot. The new lot will be known as Lot 18 (0.26 acres), Lefors Addition. Right of Way is being dedicated along both street frontages per the Master Street Plan. Water and sewer services are available to this location.

- 1i. **Brighton Bentonville, LLC: Final Plat, Brighton Cottages Subdivision, Southwest Farrington Ave, Zoned PRD, Planned Residential Development.**

(Pages 52-56)

The planning commission voted 7-0 recommending approval.

Brighton Cottages Subdivision consists of 41 acres and includes 174 lots, 6 of which are non-buildable. The property exists in a developing residential area in the southwest section of town with access from Southwest Farrington Avenue and Southwest Nottingham Avenue. All lots will have adequate access onto a public street. Regional detention is being provided to address runoff from the subdivision. Lots within this subdivision range from 0.11 acres to 0.23 acres. Traffic calming devices have been installed along Southwest Birmingham Street and Southwest Hampton Avenue as well as 4 way stop signs being added to Brighton Heights Subdivision. A 5 feet sidewalk is being constructed along all common area lots to allow pedestrian access and maintenance access to these areas. Various utility easements are being dedicated with the plat to allow utility services to each lot.

- 2a. **Tabled from the December 8, 2015 Agenda:** Request Council approve the bid award for the adaptive re-use of the former AT&T building at 402 S Main St for use as a utility drive-thru, meter reader office and IT training room and award bid to Oelke Construction. This is an unbudgeted item requiring a budget adjustment. **(Pages 57-66)**
- 2b. **Tabled from the December 8, 2015 Agenda:** Request Council approve a budget adjustment for the adaptive re-use of the former AT&T building at 402 S Main St for use as a utility drive-thru, meter reader office and IT training room. **(Pages 67-68)**
3. Request the City Council approve the changes and updates to the City Personnel Policy Manual. Every 2 years, the City forms a committee of department heads, department managers, and supervisors to review the City personnel policy manual, and to make recommended changes. This process has been on-going since 2003. Compared to past reviews, there are a small number of changes. Attached are those "significant changes" being recommended. We did not include corrected typos, minor word changes, corrected grammatical errors, or format changes. **(Pages 69-73)**
4. Request the City Council approve the attached 2016 City of Bentonville Pay Plan. All additions, changes, and deletions to the pay plan contained herein are fully budgeted items in the previously approved 2016 City budget. **(Pages 74-77)**
5. Approval of waiver of bid for vehicle insurance premiums through the Arkansas Municipal League at no increase in the premium cost. Coverage period is January 1, 2016 through December 31, 2016 at the rate of .5% of insured value plus \$100 for liability per vehicle, \$200 for ambulance. **(Pages 78-80)**
6. An ordinance authorizing the Mayor and City Council to waive the requirements of competitive bidding and enter into an agreement with Tech Logic Corporation for the purchase of two NXT Automated Materials Handling (AMH) Systems per the Library's specifications in the amount of \$144,000.00. This is a "sole source" item in the United States. **(Pages 81-87)**
7. A resolution authorizing the Mayor and City Council to surplus Bentonville Public Library's RFID (radio frequency identification) technology. The itemized list of surplus materials in the attached memo will be offered for sale to the highest bidder through public notification (advertising) and sealed bids submitted to the City of Bentonville's Purchasing Agent. **(Pages 88-90)**
8. A resolution for the Mayor and City Council to declare a Ford F550 Cab and Chassis as surplus property and allow for trade-in for boom transfer. The surplus cab and Chassis is a 2006 model. **(Pages 91-93)**
9. A resolution for the Mayor and City Council to enter into a contract with Osmose to provide pole restoration services to the City of Bentonville Electric Department for an amount not to exceed \$34,000.00. **(Pages 94-119)**

10. City Council approval of an ordinance waiving competitive bid and authorizing the Mayor and City Clerk to enter into an agreement for services with Downtown Bentonville, Inc. **(Pages 120-127)**
11. Request Council authorize the Mayor and Clerk to enter into an agreement with FIS (Sungard) Public Sector and ExecuTime Software, LLC for a Time and Attendance and an Advanced Scheduling System solution (including yearly maintenance fees) for the Parks and Recreation Department. **(Pages 128-143)**
12. Request for a waiver of bid to allow for the purchase of Patrol Uniforms from Cruse Uniforms in Springdale, Arkansas. The 2016 Budget total budget allotment for Police Department Uniform Supplies is \$106,700.00. This includes Dispatch Uniforms, Patrol Uniforms and Replacements, Bike Team Uniforms, SWAT Uniforms, Leather Gear and Replacements, and other Soft Uniform items such as coats, jackets, rain gear, hats, and informal uniforms. Patrol Uniforms and Replacement Uniforms accounts for the largest portion of this expense and represents \$55,000.00 of this total. Factors such as employee turnover and general wear and tear, determine the actual yearly expense related to Patrol Uniforms and Replacement. The department currently uses Cruse Equipment in Springdale for such uniform and uniform related needs. Being located in Springdale, this provider promotes safety and convenience by allowing local, timely and cost effective uniform measuring, fitting, alterations, and availability. The next closest similar provider is located in Carthage, MO. This waiver of bid would not exceed the budgeted amount and duplicates last year's (2015) waiver. **(Pages 144-146)**
13. Approve Animal Services Contract with the City of Rogers. **(Pages 147-152)**

City Council Agenda
1-12-16

Appeal of Planning Commission Decision:

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The planning commission voted 5-1 to deny request.

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New Business:

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PC Meeting of: December 15, 2015

The City of Bentonville, Arkansas

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

REZONING: Hope Church of NWA

R-1, Single Family Residential 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: December 15, 2015

GENERAL INFORMATION

H.T.E. Project Number: 15-09000043

Applicant/Current Owner: Hope Church of NWA

Representative: Engineering Services, Inc. (Craig Davis)

Requested Action: Rezoning

Location: 1700 Southeast Moberly Lane

Existing Zoning: R-1, Single Family Residential

Proposed Zoning: C-2, General Commercial

Future Land Use Map Designation: Commercial

BACKGROUND / HISTORY

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

Previous Rezoning Requests for this Property: There are no known previous rezoning's at this location.

Surrounding Land Uses & Zonings:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	Single Family Residences	R-1, Single Family Residential	Low Density Residential
South	Religious Facility	R-1, Single Family Residential	Commercial
East	Commercial and Apartments	C-2, General Commercial and R-4, High Density Residential	Commercial and High Density Residential
West	Church	R-1, Single Family Residential	Low Density Residential

Surrounding Streets & Classifications:

Direction	Name	Master Street Plan Classification	Current Condition
North	-	-	-
South	-	-	-
East	Southeast Moberly Lane	Arterial	Improved two lane with center turn lane.
West	-	-	-

LEGAL NOTIFICATIONS

Public Notice: On November 12, 2015, the property owner and/or representative mailed certified public notices to property owners within a 200 foot radius of the subject site and staff published a legal notice in the Arkansas Democrat-Gazette, Northwest Arkansas Addition on November 20, 2015. In addition, staff posted a notice of public hearing sign on the property on November 21, 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 future land use plan depicts this property as commercial. The C-2, General Commercial zoning designation is a recommended zoning for this classification according to the current City of Bentonville General Plan. The C-2 zoning designation will provide goods and services to the multi residential dwellings within close proximity to the commercial corridor.

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 located along a commercial corridor that will be sufficient for the uses allowed within the C-2 zoning district. Current traffic conditions should not be altered by the proposed zoning. Southeast Moberly Lane provides a north to south connection between two major arterials that serve the majority of Bentonville.

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. Sewer is available on site and water is available on the west side of Moberly Lane in a 12" line. There is no adverse impact to public services or emergency services at this location.

ANALYSIS, CONCLUSION, & SUMMARY

The rezoning request is consistent with the City of Bentonville's Future Land Use Map, which depicts this property as commercial. The property is located along a major arterial road and is in close proximity to similar existing uses. The proposed uses in the C-2, General Commercial zoning district will provide goods and services to the highly populated area of the city. The City of Bentonville subdivision regulations will help facilitate the development of the property so that is in keeping with adjacent uses while requiring separation and screening from those non-compatible uses.

STAFF RECOMMENDATION

Staff has reviewed this application and based on the findings presented in this staff report, staff recommends **APPROVAL** of this rezoning from R-1, Single Family Residential to C-2, General Commercial.

The Buyer's owns dealerships along SE Moberly Lane that clearly illustrate the appearance, quality and concern for the neighborhoods in the area. He is intent that this dealership equal or surpass the quality of his existing dealerships.

All utility services are on site requiring no infrastructure improvements by the City.

Area residents should be relieved that the Church, as Seller, has created deed restrictions in this sale that will forever prohibit the use of this property to be contrary to church like uses.

The Purchaser intends to locate the building structure of the dealership toward the northeast portion of the land, close to the existing fire station. This will provide the greatest separation from any residential structures.

The purchaser intends to provide visual screening of the property on the north, west and south sides of the property.

Directional lighting specifically designed to isolate lighting on to the dealership and not the surrounding property will be used.

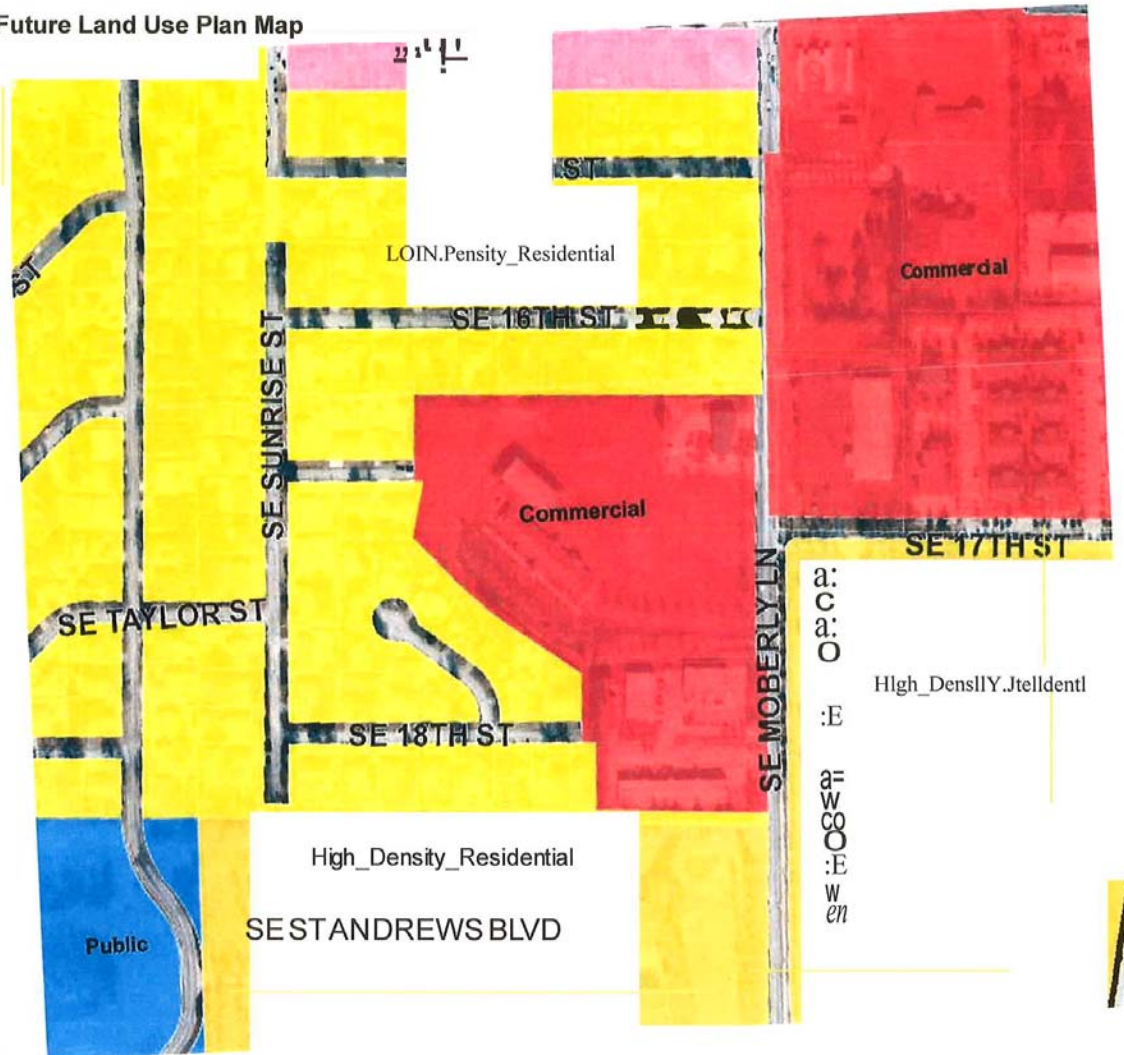
View from houses on 18th Street toward subject property and SE Moberly Lane.

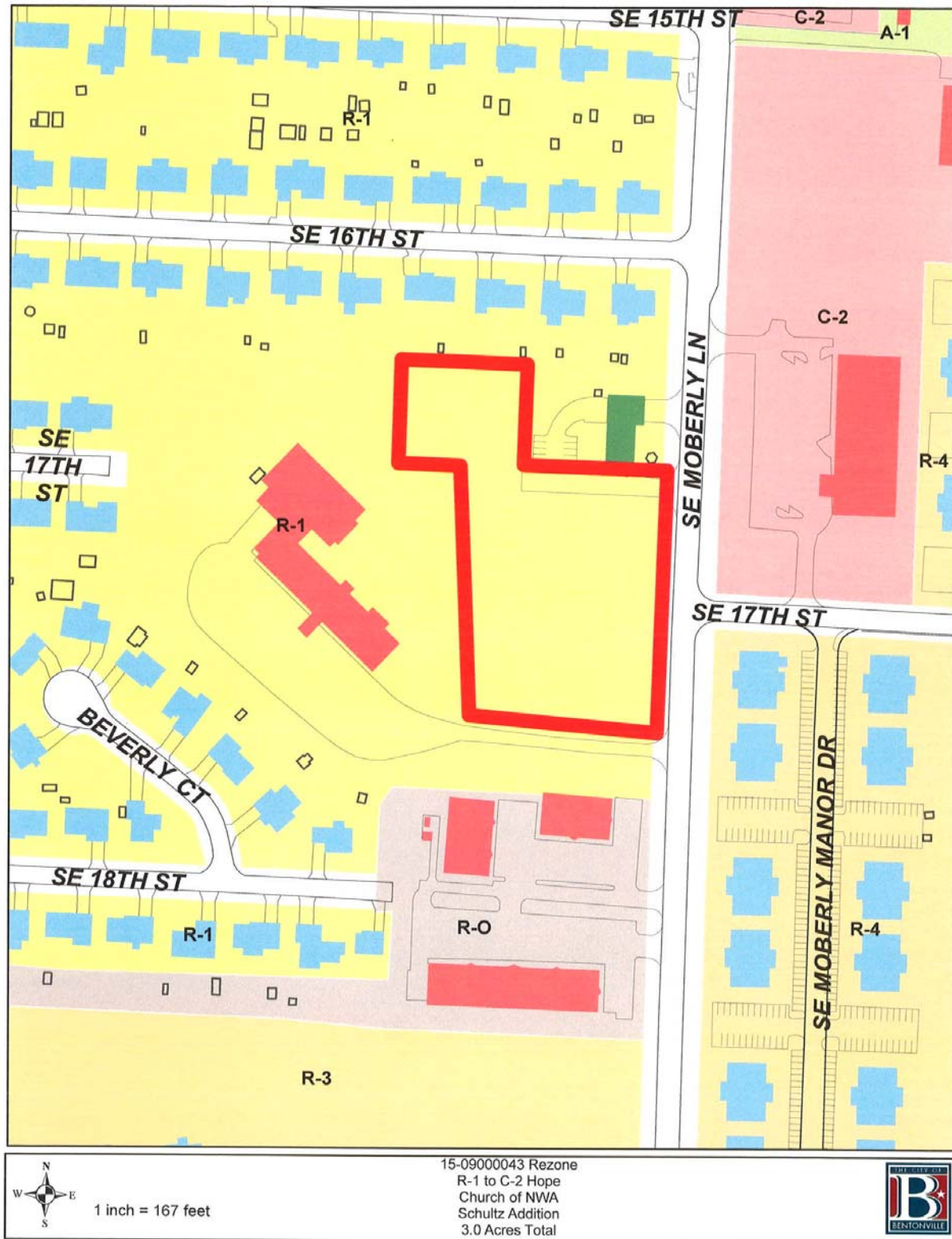


Buyer's other dealerships on Moberly Lane.



Future Land Use Plan Map





Hope Church Land Rezoning Request

Hope Church of Northwest Arkansas is the landowner of approximately 9.45 acres located at 1700 SE Moberly Lane. This property has been owned by Hope Church for over 15 years and has since been operated exclusively as their Church. They have determined that the size of their property is significantly larger than what they will ever require.

This property has been recently approved for a lot split separating the eastern most 3+ acres of the land fronting SE Moberly Lane. Hope Church intends to retain all the property to the west and the south to maintain a substantial buffer between the surrounding residential neighborhood and the proposed new development of the Buyers. The Church will continue to use as all their retained property for their exclusive use as their sanctuary and related church uses.

Hope Church as the Seller, is under contract to sell to the Buyer, Chelsea Slone Brown and Michael David Slone II, Co-Trustees of the Michael David Slone and Ramah Sue Slone Grandchildren's Trust, the 3+ acres of the land located on the eastern most portion of their land know as Schulz Addition lot 4.

Presently, all of the 9.45+/- acres owned by Hope Church is zoned R-1. The City of Bentonville's Master Land Use Plan indicates that all of this property is planned as COMMERCIAL.

The Seller and Buyer are requesting a rezoning of the Moberly frontage property to C-2. The buyer is intending on constructing a high-end automobile dealership on the property. The buyer has four other automobile dealerships along Moberly which are indicative of the quality of his auto dealerships and his attention to detail and respect for surrounding neighbors.

This area is considered "Automobile Row" in Northwest Arkansas. There are presently 14 dealerships fronting SE Moberly lane within one half a mile of this property. The rezoning of this property to C-2 is highly consistent with the dominant use of similar properties fronting SE Moberly Lane.

Auto Dealerships are not known to create high traffic and road congestion. High-end dealerships, like the buyer is intending, are especially exclusive and very low in customer traffic.

ORDINANCE NO. _____

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

WHEREAS, Hope Church of NWA, 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 4 of Schultz Addition as shown in Book 2015 Page 468 of the Benton County Clerk's Office
Benton County, Arkansas

More commonly known as: 1700 Southeast Moberly Lane

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 15th day of December 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 not 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 _____, 2016

ATTEST

APPROVED

CLERK

MAYOR

Planning Commission Staff Report
Lot Split: Lot 1 Naples Subdivision

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Jon Stanley, Planner
PC DATE: December 15, 2015

GENERAL INFORMATION:

Project Number: 15-05000044

Applicant: Cabe Ranch Leasing, LLC

Representative: Bates & Associates (Geoff Bates)

Requested Action: Lot Split Approval

Location: Southwest Regional Airport Boulevard

Existing Zoning: C-2, General Commercial

Land Use Plan: Commercial

BACKGROUND:

The applicant has submitted a lot split for property situation along the south side of Southwest Regional Airport Boulevard. The plat provided by the applicant shows the creation of one new lot from one existing parcel. The new lot will be known as Lot 1 (1.62 acres) of Naples Subdivision. The plat shows the dedication of two cross access easements, one along the southern property line and the other in the northeast corner of the property. Water and sewer services are available to this location.

SURROUNDING LAND USES AND ZONING:

Direction	Zoning	Land Use
North	C-2, General Commercial	Mixed Use
South	R-1, Single Family Residential	Low Density Residential
East	A-1, Agricultural	Mixed Use
West	C-1, Neighborhood Commercial	Office

STREETS

Direction	Name	Classification
North	Southwest Regional Airport Boulevard	Arterial
South	-	-
East	-	-
West	Southwest Eden Brooke Street	Local

TRAFFIC FINDINGS

- (a) Traffic data for the nearest intersections are as follows: No traffic data exists for this location.
- (b) Traffic summary software predicts the additional traffic for this project is: N/A.

STANDARD CONDITIONS OF APPROVAL

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

ISSUES / ANALYSIS:

Site Inspection: A site inspection was completed; this site is vacant along a developing commercial corridor.

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

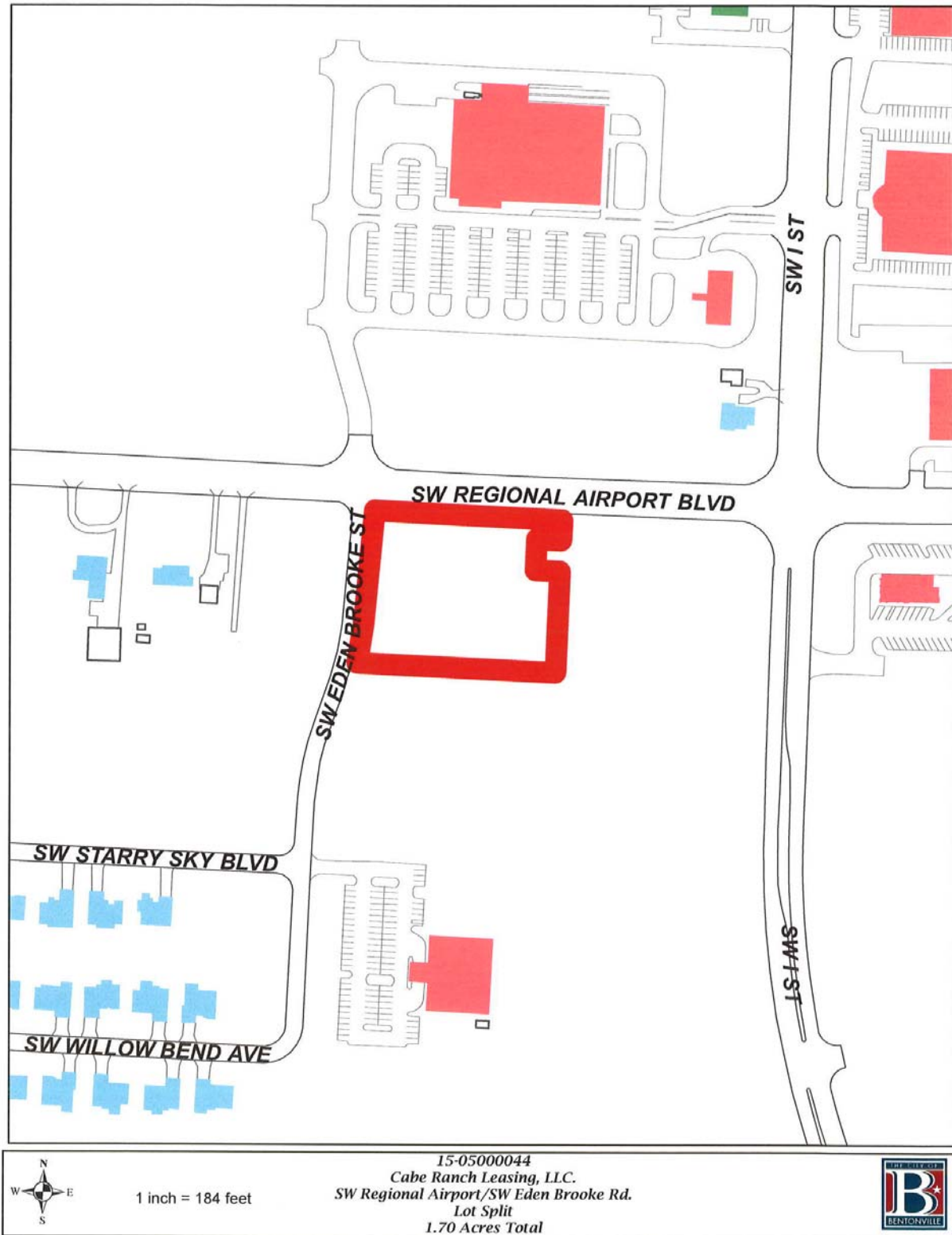
Water / Sewer: Per the G.I.S. site, water and sewer are currently in use on the site.

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 NAPLES 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 Naples Subdivision, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 15th day of December, 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 Naples 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 _____, 2016

ATTEST

APPROVED

CITY CLERK

MAYOR

Planning Commission Staff Report
Property Line Adjustment: Lot 27, Block 10, W.A. Burks Addition

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Jon Stanley, Planner
PC DATE: December 15, 2015

GENERAL INFORMATION:

Project Number: 15-07000021

Applicant: Stephen & Teri Brewer

Representative: Derrick Thomas (Bates & Associates)

Requested Action: Property Line Adjustment Approval

Location: 1114 Northeast Monroe Street

Existing Zoning: R-1, Single Family Residential

Land Use Plan: Low Density Residential

BACKGROUND:

The applicant has submitted a property line adjustment for property located at 1114 Northeast Monroe Street. The plat as provided by the applicant shows the interior common lot line of the three original lots to be removed, creating one new lot to be known as Lot 27 (0.37 acres), Block 10 of W.A. Burks Addition. Right-of-way is being dedicated along Northeast Monroe Street per the Master Street Plan. Utility Easements are also being dedicated along Northeast Monroe Street and the southern property line. 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-1, Single Family Residential	Low Density Residential
East	R-4, High Density Residential	Low Density Residential
West	R-1, Single Family Residential	Low Density Residential

STREETS

Direction	Name	Classification
North	-	-
South	-	-
East	-	-
West	Northeast Monroe Street	Local

TRAFFIC FINDINGS

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

STANDARD CONDITIONS OF APPROVAL

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

ISSUES / ANALYSIS:

Site Inspection: A site inspection was completed; this site is vacant in a redeveloping low density residential neighborhood. .

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

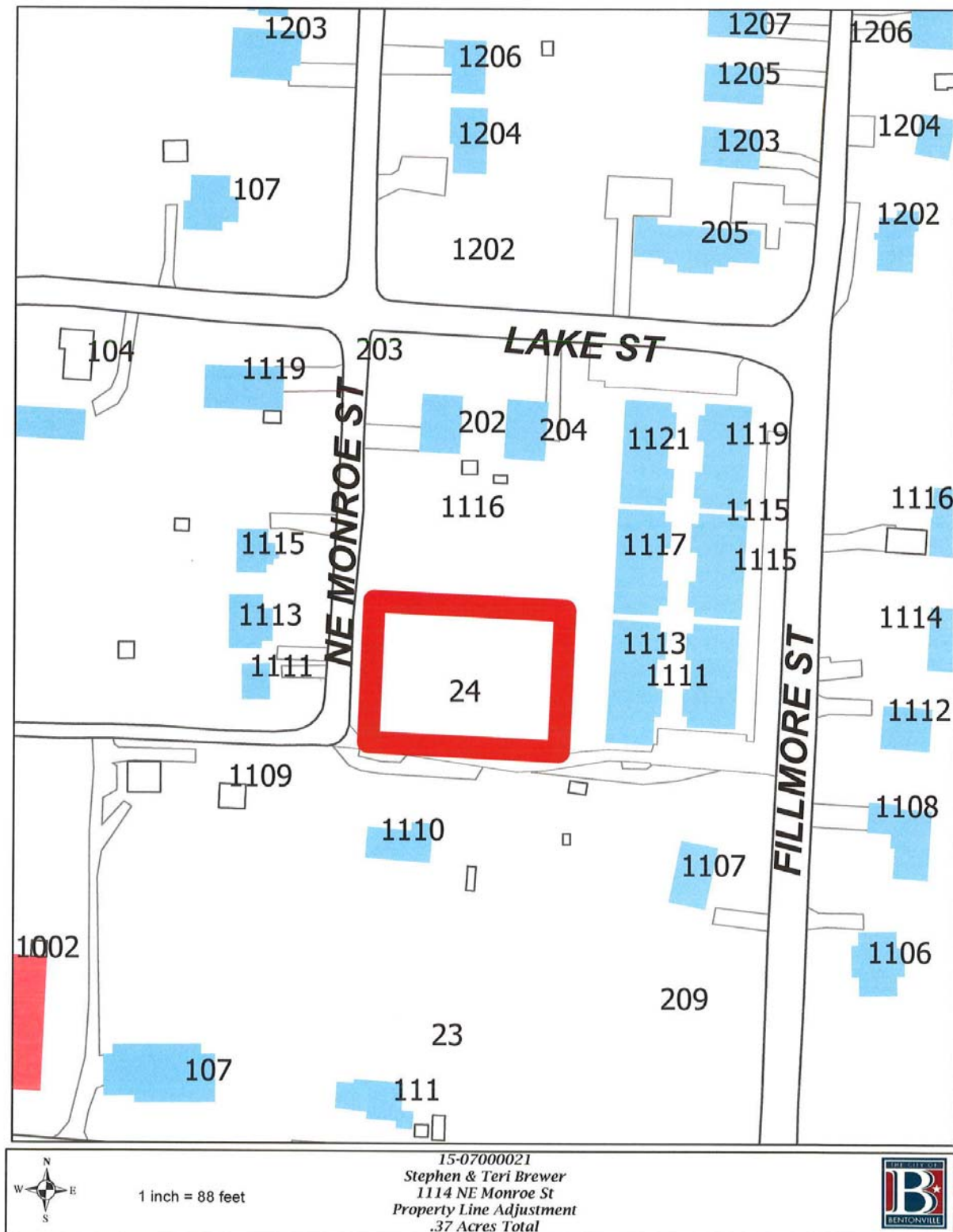
Water / Sewer: Per the G.I.S. site, water and sewer are available to this location.

Waiver(s): N/A

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

RECOMMENDATION:

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



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 27,
BLOCK 10, 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 27, Block 10, W.A. Burks Addition, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 15th day of December, 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 27, 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 _____, 2016

ATTEST

APPROVED

CITY CLERK

MAYOR

Planning Commission Staff Report
Property Line Adjustment: Lot 13, Block 3, Lincoln & Rice Addition

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Jon Stanley, Planner
PC DATE: December 15, 2015

GENERAL INFORMATION:

Project Number: 15-01500005

Applicant: Craig Hull

Representative: Gene Buescher

Requested Action: Property Line Adjustment Approval

Location: Northeast 2nd Street & Northeast 'H' Street

Existing Zoning: R-1, Single Family Residential

Land Use Plan: Low Density Residential

BACKGROUND:

The applicant has submitted a property line adjustment for property located on the southeast corner of Northeast 2nd Street and Northeast 'H' Street. The plat as provided indicates the remove of the interior common lot lines and the creation of 1 new lot from a portion of 3 existing lots to be known as Lot 13 (0.30 acres), Block 3, Lincoln & Rice Addition. A 20 feet utility easement is being dedicated along Northeast 'H' Street. Water and sewer service 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-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	Northeast 2 nd Street	Collector
South	-	
East	Northeast 'H' 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 the location of a 3 vacant lots in a single family neighborhood.

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

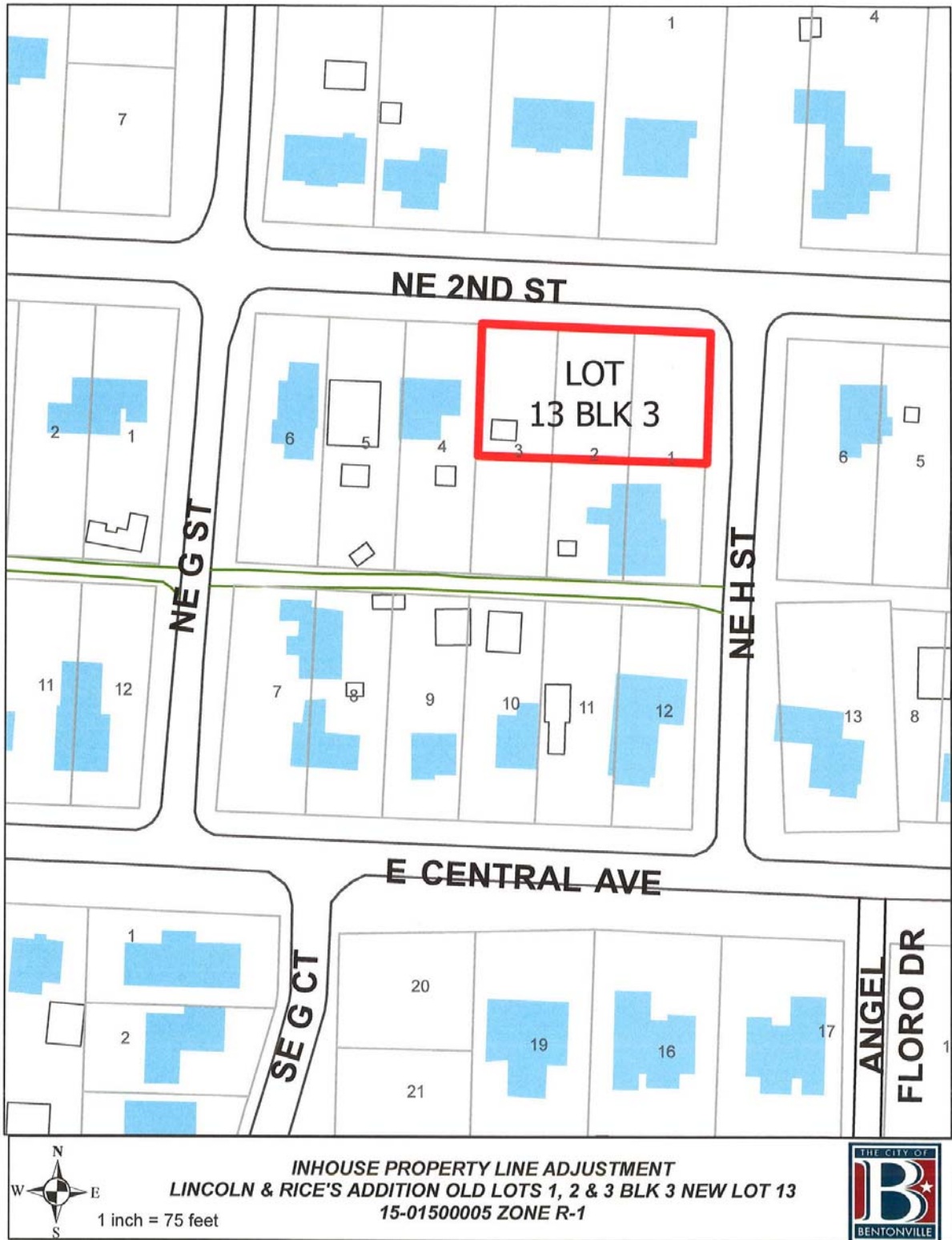
Water / Sewer: Per the G.I.S. site, water and sewer are available to this location.

Waiver(s): N/A

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

RECOMMENDATION:

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



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 13, BLOCK 3, LINCOLN & RICE 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 13, Block 3, Lincoln & Rice Addition, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 15th day of December, 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 13, Block 3, Lincoln & Rice 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 _____, 2016

ATTEST

APPROVED

CITY CLERK

MAYOR



PC Meeting of: December 15, 2015

The City of Bentonville, Arkansas

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

REZONING: Collingsworth LLC (R-1, Single Family Residential to R-C2, Central Residential – Moderate Density)

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: December 15, 2015

GENERAL INFORMATION

H.T.E. Project Number: 15-09000042

Applicant/Current Owner: Lavee Collingsworth

Representative: Joseph Thompson

Requested Action: Rezoning

Location: 402 Southeast G Street

Existing Zoning: R-1, Single Family Residential

Proposed Zoning: R-C2, Central Residential – Moderate Density

Future Land Use Map Designation: Medium Density Residential

BACKGROUND / HISTORY

Property Description/Site Inspection: A site inspection was completed; this property is currently the site of a single family dwelling in a medium density residential area.

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

Surrounding Land Uses & Zonings:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	Single Family Dwelling	RC-2, Central Residential Moderate Density	Medium Density Residential
South	Residential Four Plex	R-3, Medium Density Residential	Medium Density Residential
East	Zero lot line Single Family Dwellings	RZ-L, Zero Lot Line Residential	Medium Density Residential
West	Two Duplexes and a Triplex	R-3, Medium Density Residential	Medium Density Residential

Surrounding Streets & Classifications:

Direction	Name	Master Street Plan Classification	Current Condition
North	Southeast 4 th Street	Local	2 lane asphalt – Good
South			
East	Southeast 'G' Street	Local	2 lane asphalt - Good
West			

LEGAL NOTIFICATIONS

Public Notice: On **November 10, 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 **November 12, 2015**. In addition, staff posted a notice of public hearing sign on the property on **November 31, 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: According to Policy LU-16 Infill Development of the General Plan "The City shall encourage the development of mixed-use and residential projects with in the downtown area to increase the community's housing stock and to enhance the vitality of downtown businesses. Policy LU-23 Housing Types states "the City should encourage the development of a mix of housing types to the meet the needs of residents...". The proposed rezoning will meet the intent of both policies therefore the request is consistent with good land use planning and the general plan.

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

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

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

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

ANALYSIS, CONCLUSION, & SUMMARY

The RC-2 zoning district will increase density to the downtown while providing consistent housing types with adjoining property. The additional density will further increase the validity of downtown businesses without adversely impacting city infrastructure.

The rezoning request **IS** consistent with the City of Bentonville's Future Land Use Map, which depicts this property as Medium Density Residential.

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**.

Proposed Rezoning: 402 SE "G" Street, Bentonville, AR

Bentonville RE Development, LLC

The current zoning for the parcel is R-1 single family residential.

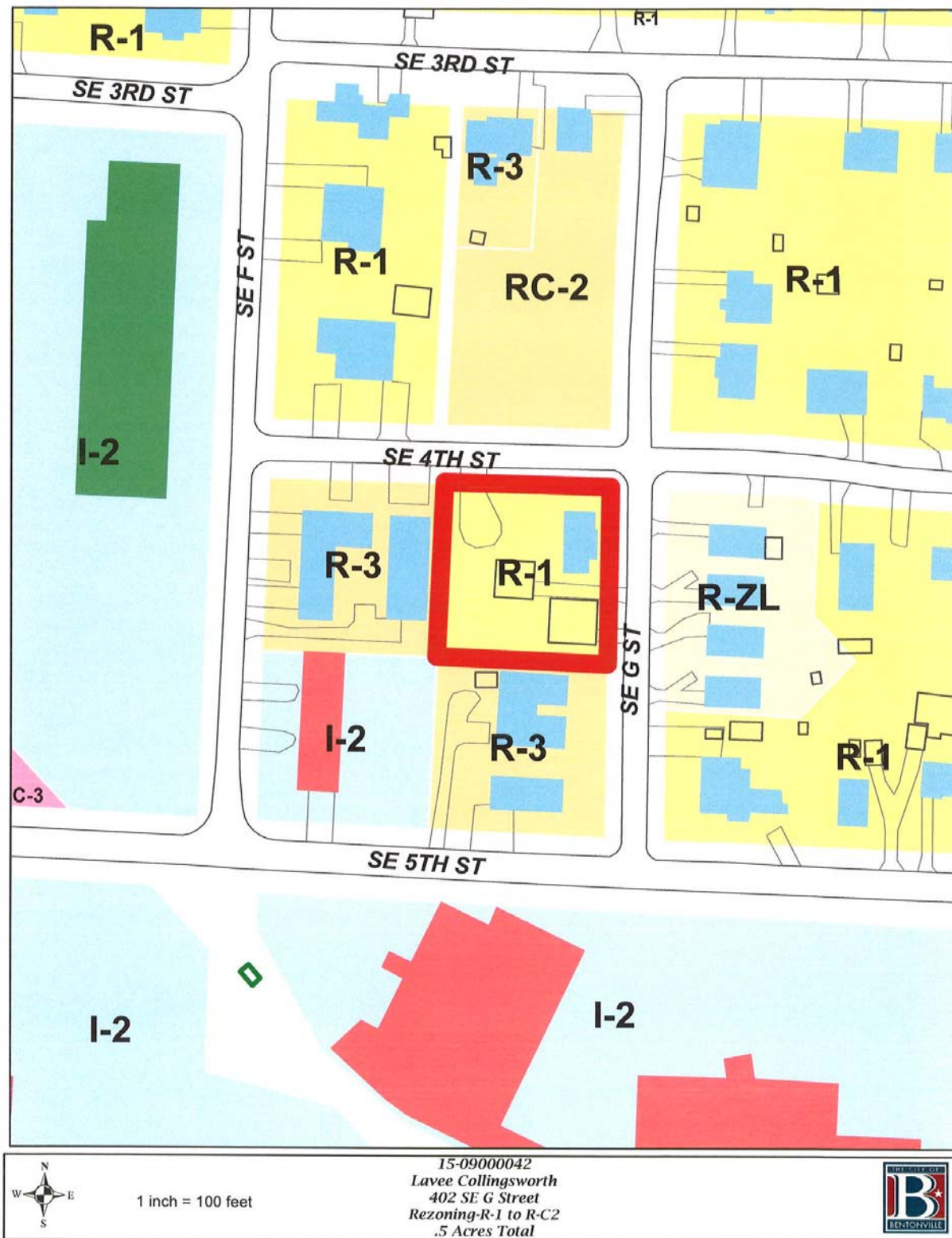
My request is to change the zoning to R-C2 medium density residential to allow for reduced lot size and setbacks to enable the construction of four single family residences. The proposed units will range from 1800 to 2400 square feet with rear loaded garages.

The property would be compatible with the surrounding properties which consist of single-family, multifamily, and industrial.

Traffic should not be an issue as number of proposed units is only three additional units being added to the current zoning.

I will request to have a temporary four by eight foot sign for marketing the units.

All utilities are available to the sight and sidewalks will be added to the property.



ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION TO R-C2, CENTRAL RESIDENTIAL-MODERATE DENSITY.

WHEREAS, Lavee Collingsworth 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-C2 property to be used in accordance with city zoning laws and state laws; which property is described as follows:

Lot 2, Block 2, Young's Addition to Bentonville, Benton County, Arkansas, and part of an alley more particularly described as starting at the SW corner of said Lot 2, Block 2 of Young's Addition, thence West 6 feet, thence North 150 feet, thence East 6 feet, Thence South 150 feet to the point of beginning as shown on Plat Record "G" at page 165.

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 15th day of December 2015 in the Council Room of the City of Bentonville; notice of said hearing having been published in the Benton County Daily Record for the time and in the manner required by law; and

WHEREAS, the City Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification to R-C2 property;

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

Section 1: That the above described real property is hereby changed from its present classification to R-C2 property to be used in accordance with the City zoning laws of the State of Arkansas.

PASSED AND APPROVED this _____ day of _____, 2016

ATTEST

APPROVED

CLERK

MAYOR

Planning Commission Staff Report
Property Line Adjustment: Lot 28, Block 24, Deming's 2nd Addition

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Jon Stanley, Planner
PC DATE: January 5, 2016

GENERAL INFORMATION:

Project Number: 15-07000022

Applicant: Clyde Nichols

Representative: Brendan Morrissey

Requested Action: Property Line Adjustment Approval

Location: Northeast 'A' Street

Existing Zoning: R-1, Single Family Residential

Land Use Plan: Low Density Residential

BACKGROUND:

The applicant has submitted a property line adjustment for property located along Northeast 'A' Street. The plat as provided indicates the removal of the interior common lot lines and the creation of 1 new lot from 2 existing lots to be known as Lot 28 (0.55 acres), Block 24, Deming's 2nd Addition. Right-of-way is being dedicated along Northeast 'A' Street per the Master Street Plan. Water and sewer service 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-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	-	-
East	Northeast '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 the location of 2 vacant lots in an established single family neighborhood.

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

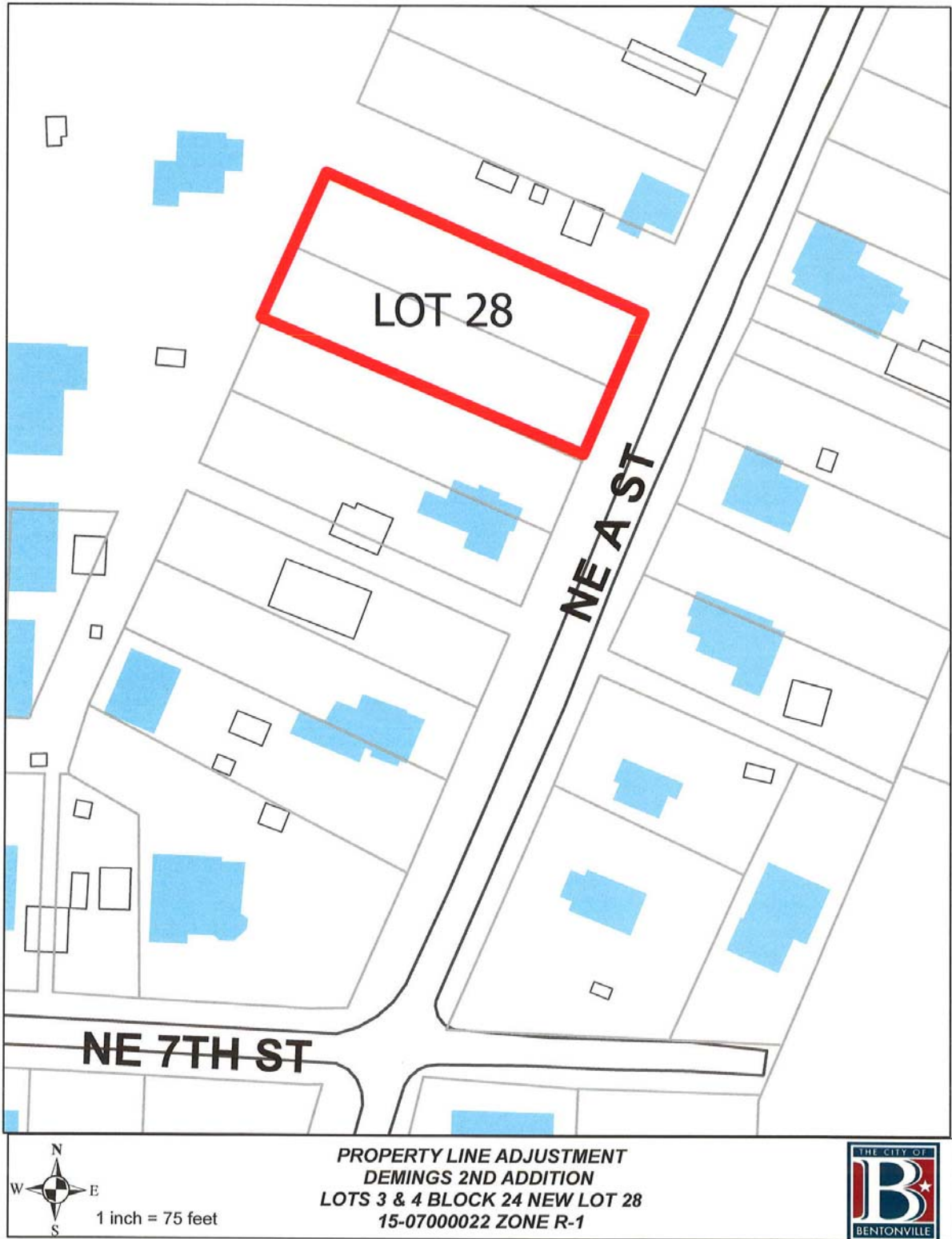
Water / Sewer: Per the G.I.S. site, water and sewer are available to this location.

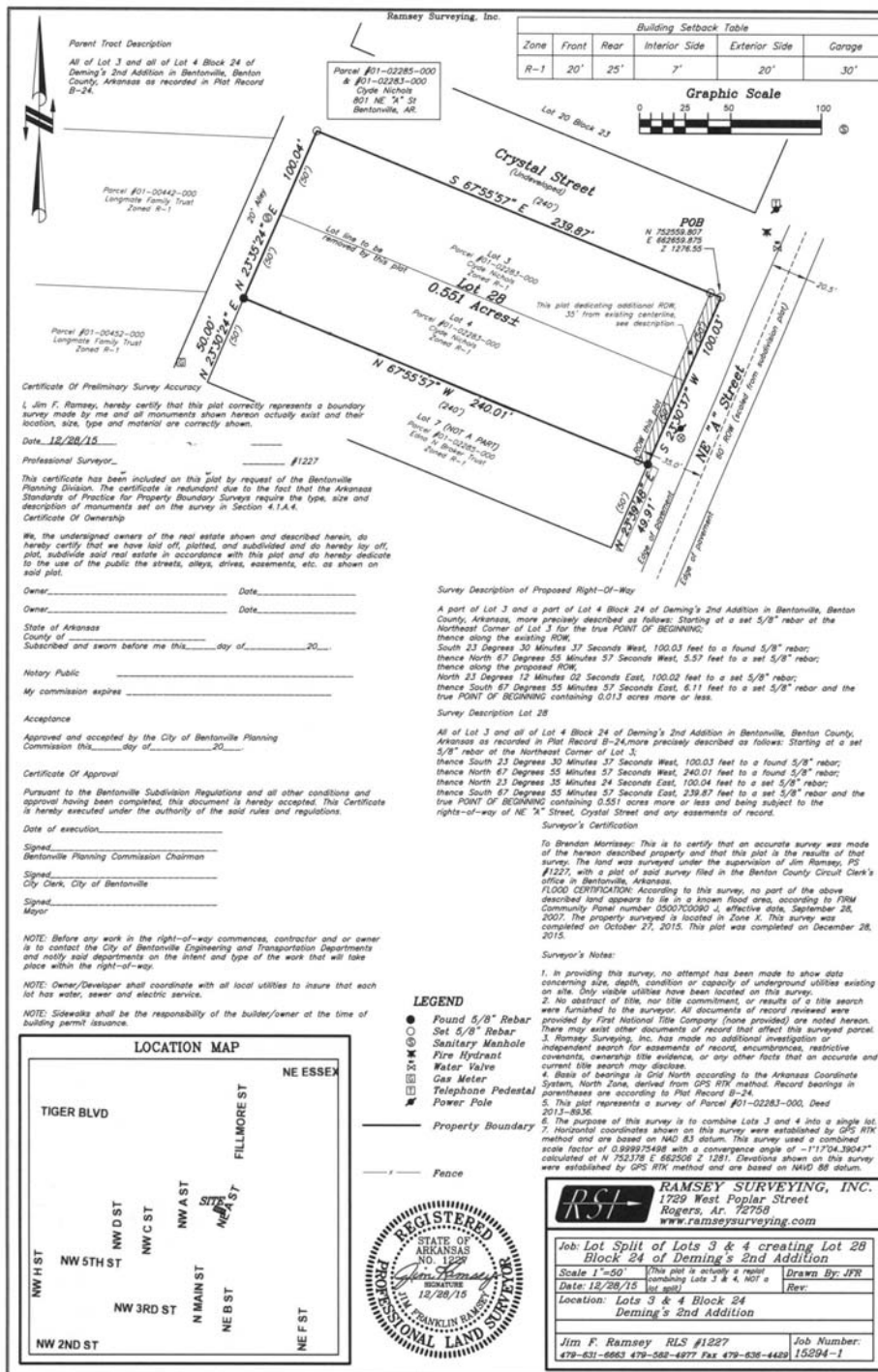
Waiver(s): N/A

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

RECOMMENDATION:

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





ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 28, BLOCK 24, DEMING'S 2ND ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS.

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment Lot 28, Block 24, Deming's 2nd Addition, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 5th day of January, 2016 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 28, Block 24, Deming's 2nd Addition, to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2016

ATTEST

APPROVED

CITY CLERK

MAYOR

Planning Commission Staff Report
Property Line Adjustment: Lot 25, Block 9, W.A. Burks Addition

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Jon Stanley, Planner
PC DATE: January 5, 2016

GENERAL INFORMATION:

Project Number: 15-07000025

Applicant: JBJ Properties, LLC (Bryan Harvey)

Representative: Bates & Associates (Justin Reid)

Requested Action: Property Line Adjustment Approval

Location: Northeast 'A' Street & Northeast Park Street

Existing Zoning: R-1, Single Family Residential

Land Use Plan: Low Density Residential

BACKGROUND:

The applicant has submitted a property line adjustment for property located on the south side of the intersection of Northeast 'A' Street and Northeast Park Street in an R-1, Single Family Residential Subdivision. The plat as provided the creation of 1 new lot from 14 existing lots to be known as Lot 25 (1.77 acres), Block 9, W.A. Burks Addition. Right-of-way is being dedicated along Northeast 'A' Street and Northeast Park Street per the Master Street Plan. 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-1, Single Family Residential	Low Density Residential
East	A-1, Agricultural	Low Density Residential
West	R-1, Single Family Residential	Low Density Residential

STREETS

Direction	Name	Classification
North	Northeast Park Street	Local
South	-	-
East	Northeast '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 the location of 14 vacant lots in an established single family neighborhood.

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

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

Waiver(s): N/A

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

RECOMMENDATION:

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



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 25, BLOCK 9, 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 25, Block 9, W.A. Burks Addition, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 5th day of January, 2016 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 25, Block 9, 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 _____, 2016

ATTEST

APPROVED

CITY CLERK

MAYOR

Planning Commission Staff Report
Lot Split: Lot 18, Lefors Addition

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Jon Stanley, Planner
PC DATE: January 5, 2016

GENERAL INFORMATION:

Project Number: 15-05000045

Applicant: Diedra Robinson

Representative: Sand Creek Engineering (Nick Rumancik & Grant Nevill)

Requested Action: Lot Split Approval

Location: Northwest 2nd Street & Northwest 'F' Street

Existing Zoning: R-1, Single Family Residential

Land Use Plan: Low Density Residential

BACKGROUND:

The applicant has submitted a lot split for property situated on the northeast corner of the intersection of Northwest 2nd and Northwest 'F' Street. The plat as provided by the applicant shows the creation of one new lot from part of an existing lot. The new lot will be known as Lot 18 (0.26 acres), Lefors Addition. Right of Way is being dedicated along both street frontages per the Master Street Plan. 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-1, Single Family Residential	Low Density Residential
East	R-1, Single Family Residential	Low Density Residential
West	R-1, Single Family Residential	Low Density Residential

STREETS

Direction	Name	Classification
North	-	-
South	Northwest 2 nd Street	Collector
East	-	-
West	Northwest 'F' Street	Local

TRAFFIC FINDINGS

- (a) Traffic data for the nearest intersections are as follows: No traffic data exists for this location.
- (b) Traffic summary software predicts the additional traffic for this project is: N/A.

STANDARD CONDITIONS OF APPROVAL

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

ISSUES / ANALYSIS:

Site Inspection: A site inspection was completed; this site is vacant in an established single family neighborhood.

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

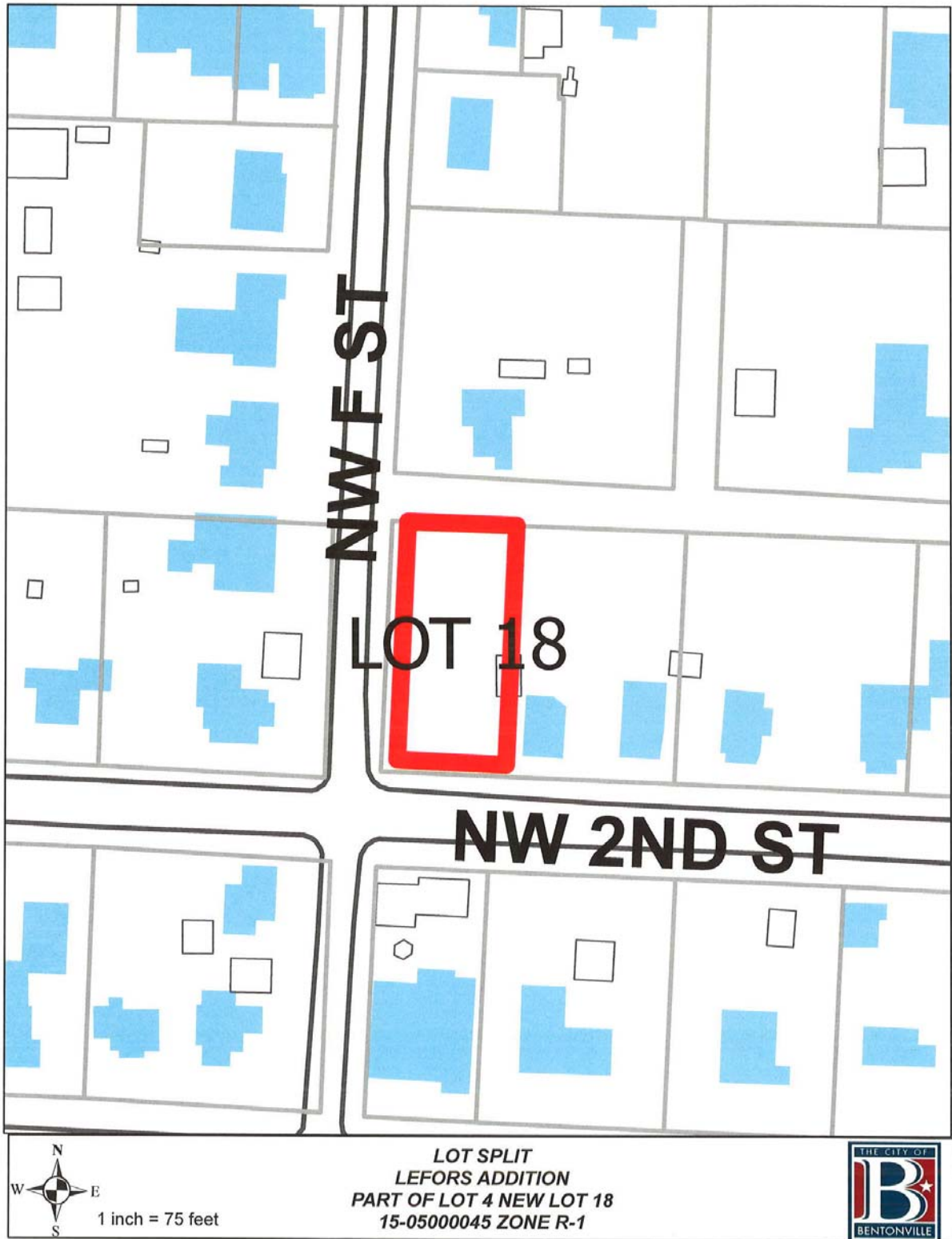
Water / Sewer: Per the G.I.S. site, water and sewer are currently in use on the site.

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 18, LEFORS ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS.

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lot 18 Lefors Addition to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 5th day of January, 2016 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 18 Lefors Addition 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 _____, 2016

ATTEST

APPROVED

CITY CLERK

MAYOR

Planning Commission Staff Report
Final Plat: Brighton Cottages Subdivision (The Parks @ Brighton)

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, Community Development Director
FROM: Jon Stanley, Planner
PC DATE: January 5, 2016

GENERAL INFORMATION:

Project Number: 15-03000004

Applicant: Brighton Bentonville, LLC

Representative: Jorgensen and Associates (Dave Jorgensen)

Requested Action: Final Plat Approval

Location: Southwest Farringdon Avenue

Existing Zoning: PRD, Planned Residential Development

Land Use Plan: Low Density Residential

BACKGROUND:

Brighton Cottages Subdivision consists of 41 acres and includes 174 lots, 6 of which are non-buildable. The property exists in a developing residential area in the southwest section of town with access from Southwest Farringdon Avenue and Southwest Nottingham Avenue. All lots will have adequate access onto a public street. Regional detention is being provided to address runoff from the subdivision. Lots within this subdivision range from 0.11 acres to 0.23 acres. Traffic calming devices have been installed along Southwest Birmingham Street and Southwest Hampton Avenue as well as 4 way stop signs being added to Brighton Heights Subdivision. A 5 feet sidewalk is being constructed along all common area lots to allow pedestrian access and maintenance access to these areas. Various utility easements are being dedicated with the plat to allow utility services to each lot.

SURROUNDING LAND USES AND ZONING:

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

STREETS

Direction	Name	Classification
North	Southwest Lilly Street	Local
South		
East	Southwest Nottingham Avenue/SW Farringdon Avenue	Local/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 are issued.

ISSUES / ANALYSIS:

Site Inspection: A site inspection was completed; this property is vacant and immediately adjacent to a developing residential area.

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

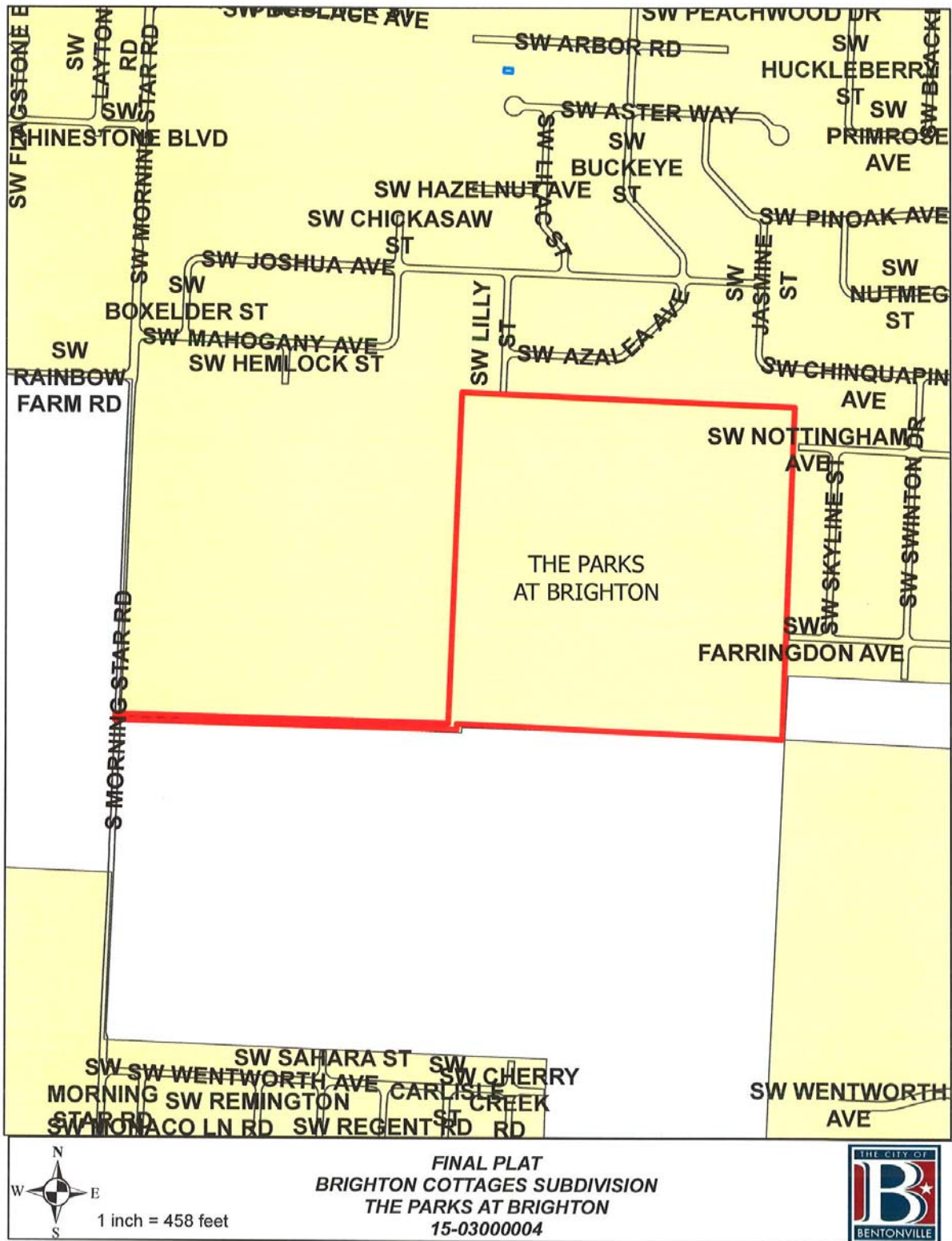
Water / Sewer: Per the G.I.S. site, water and sewer ARE available to this site.

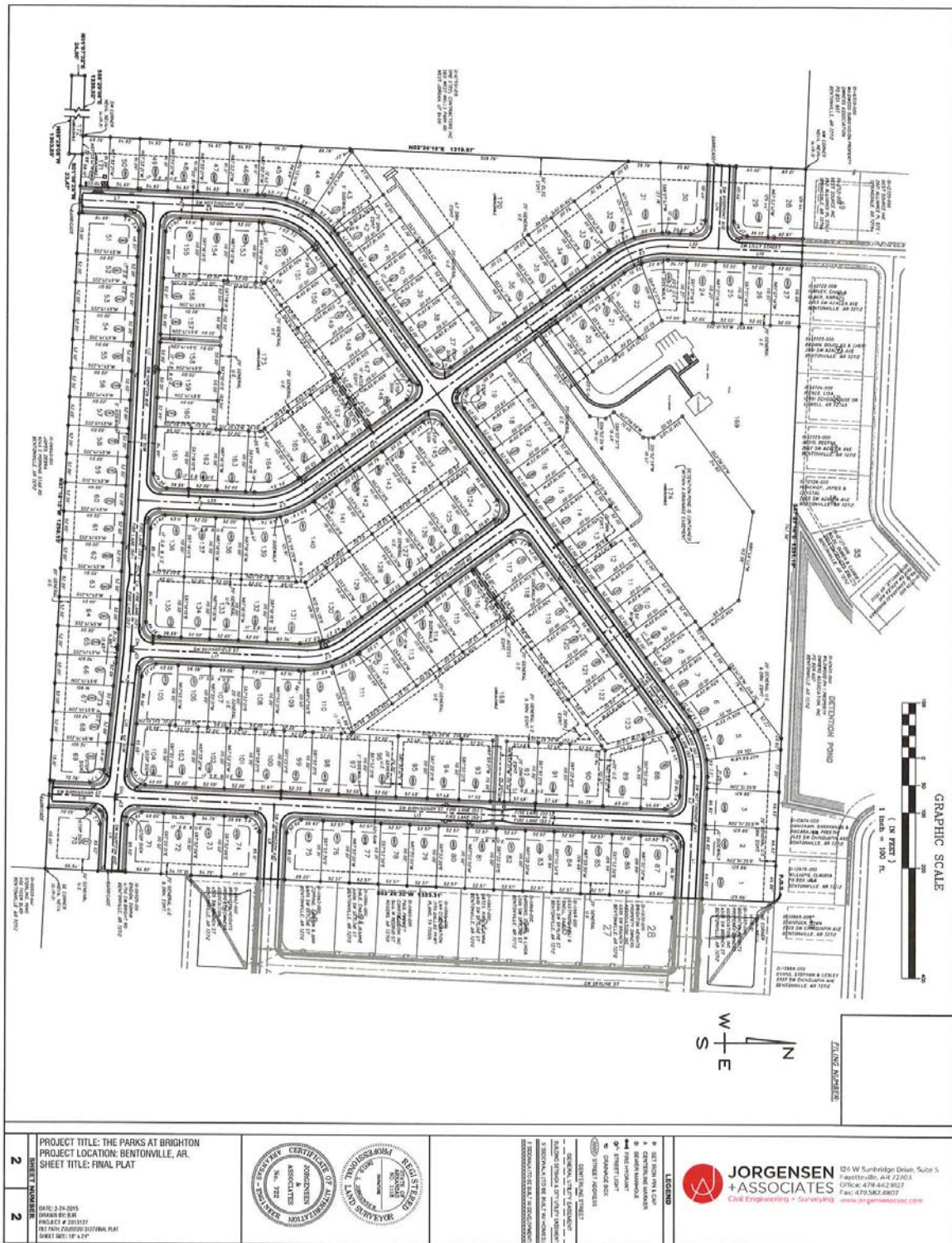
Waiver(s): N/A

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 BRIGHTON COTTAGES
SUBDIVISION, TO THE CITY OF BENTONVILLE, ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the final plat of Brighton Cottages Subdivision, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 5th day of January, 2016 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 Brighton Cottages 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 final plat by certifying said acceptance on the approved final plat.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016

ATTEST

APPROVED

CITY CLERK

MAYOR



CHECK ALL THAT APPLY			
X	Bid Award	Bid #	15-56
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 8, 2015

Submitted by:

Gary Wilson

Department

Utility Billing/Meter Reading

Phone

271-3104

ACTION REQUIRED:

Request Council approve the bid award for the adaptive re-use of the former AT&T building at 402 S Main St for use as a utility drive-thru, meter reader office and IT training room and award bid to Oelke Construction. This is an unbudgeted item requiring a budget adjustment.

COST TO CITY:

Cost of this Request: \$355,000

Additional Budget Amount \$355,000

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	355,000
Remaining After Adjustment	\$ 355,000

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



INTEROFFICE MEMORANDUM

TO: MAYOR MCCASLIN AND DENISE LAND
FROM: GARY WILSON
SUBJECT: ADAPTIVE RE-USE OF THE AT&T BUILDING
DATE: JANUARY 4, 2016
CC: CITY COUNCIL

At the December 8, 2015 Council meeting the agenda items related to the adaptive re-use of the former AT&T building was tabled. The items were to remodel the building to improve the space for the Meter department staff offices, add a drive-thru for the Utility Billing & Collections Department, make the restrooms ADA compliant, add a training room for the Information Technology Department and exterior improvements such as adding faux windows, canopies, change the color of the building, change the fencing and add gates to the lot. These additions and changes are intended to more fully utilize the building, which currently houses a server room with storage and storage area for the Library.

Several questions were asked at the meeting, including other options for the drive-thru. Staff from several departments, including Utility Billing, Planning and Economic Development, Public Works, Parks and Recreation, Public Safety, Information Technology, Finance and Legal met to review the proposed uses and possible other locations available. We were unable to locate another City owned facility that would be appropriate for the drive-thru to be added. Nor were we able to locate another City facility able to house the IT training room as envisioned, the IT server and storage area or Library storage area. The Meter Department could be housed at the Community Development building occupying space vacated by the Engineering Department.

During these discussions, staff came to the unanimous conclusion that the proposed uses are the best use of existing City resources and in the best interest of the community at this time. Information considered includes:

- Any sale of the former AT&T building would require addressing current needs
 - IT server area would require the same level of hardened protection
 - Both IT and Library storage would need to be relocated
 - Critical public and staff parking would be lost
 - Drive-thru would need to remain where it is if not moved – thereby precluding sale of valuable 1/10 acre lot in the immediate vicinity of the Downtown Square
- Acquisition or construction of a new facility would not be cost effective at this time, according to an analysis by Economic Development Director Brian Bahr
 - From a financial and economic development standpoint, it is more reasonable to sell the existing drive through and retain the AT&T building, allowing for multiple uses
 - Sales in the area indicate that downtown core property is much more valuable for redevelopment than downtown edge, in the current market
- The former AT&T building may be utilized for this purpose for the near future, while being available for other uses in the more distant future
 - Remodel and use today does not preclude sale in future

- Proposed use utilizes the building to its fullest extent possible, maximizing the City's investment, and protecting that investment until other options exist
 - If development does not occur as thought, City will still be able to use building
- The drive thru will generate trips into and through the Arts District introducing the district, its progress, as well as the merchants in the area, to customers outside the downtown area
 - City owning the property provides predictability to developers and merchants, important in the early stages of development
- City facilities (along with County and school facilities) are anchors for the downtown area
 - Existing businesses and services are incentives for development
 - Visual appearance improvements are included so the building fits in better with the downtown area, using both Community Development building and the Library for design cues
- Making use of this existing facility, while providing an anchor for downtown and being prudent with taxpayer funds, is consistent with the City's practices of making the best use of available resources, while being flexible in the future. Examples include:
 - Former Library facility utilized until redeveloped as bike shop
 - Existing Community Development Building is on property that served multiple purposes throughout the years, including the Library, the Police Department, and the Tech Services Building, before being redeveloped for this building
 - Former Fire Station property redeveloped as Downtown Activities Center
 - Property immediately south of Community Development acquired by the City and then sold for redevelopment
- Property north of Community Development is set aside to allow for a new City Hall in the future.
 - When fiscal conditions and stewardship allow, that facility will be constructed and will include the following, which may then allow the City to offer the AT&T building for sale:
 - Integrated utility billing with drive-through and meter readers
 - Hardened IT facility and training room
 - Additional downtown parking
 - Complete City Offices (Finance, Accounting, Legal, Utility, Mayor's Office)

In summary, fully utilizing the former AT&T building now is the best option that does not preclude the eventual sale of the building at a later date.

INTEROFFICE MEMORANDUM

TO: CITY COUNCIL
FROM: GARY WILSON
SUBJECT: UTILITY DRIVE-THRU
DATE: NOVEMBER 24, 2015
CC: MAYOR MCCASLIN

The Utility Billing and Collections Department is recommending adapting the former AT&T building at 402 S Main Street to multiple additional uses including a new drive-thru. Currently, this building has a room used for Library storage and an IT server room. Previously it was also used to store excess property for auction.

The current utility drive-thru is located at 108 S Main Street. A customer desiring to make a payment at the drive-thru must enter from SW 2nd Street and make their way to the drive-thru through a congested alley and parking area. With the increased vehicle and pedestrian traffic in the area, entering and leaving the drive-thru has become even more difficult. If the proposed adaptation is approved, the current utility drive-thru and associated property will be sold.

Drive-thru customers will enter from SW 4th Street and exit to S Main Street. About four to six vehicles will be able to stack up at the drive-thru window during peak times. This relocation will increase the visibility and ease of access of the drive-thru. A drop box will be added to the Main Street side of the building for 24-hour payment drop off.

In addition to the utility drive-thru relocating to the building, we intend to also move the meter readers to the location. The nature of their work requires them to coordinate with and come to the utility office at City Hall multiple times a day. Having their office nearby helps both departments efficiently work together. The meter readers are currently housed with the Water Department.

A portion of the building will be set-up as a training area for the IT department to conduct City-wide staff training. The secure area will allow the IT department to set-up computers and leave them set-up for the ongoing training.

Oelke Construction provided the lowest bid for construction which includes drive-thru installation, drop-box installation, restroom rehab to ADA standards, electrical, fencing and exterior work to improve the building's appearance. Additional interior work will be contracted by the City in conjunction with and following contractor's work, including gates, data drops, access control, security cameras and carpet. The total requested for this project is \$355,000 which includes \$189,971 bid by Oelke Construction and \$165,029 for the City's additional work as well as furniture and equipment.

Memorandum

To: City Council Members
CC: Mayor Bob McCaslin, Denise Land
From: Katherine Bertschy, Purchasing Agent
Date: 11/30/2015
Re: Bid award #15-56

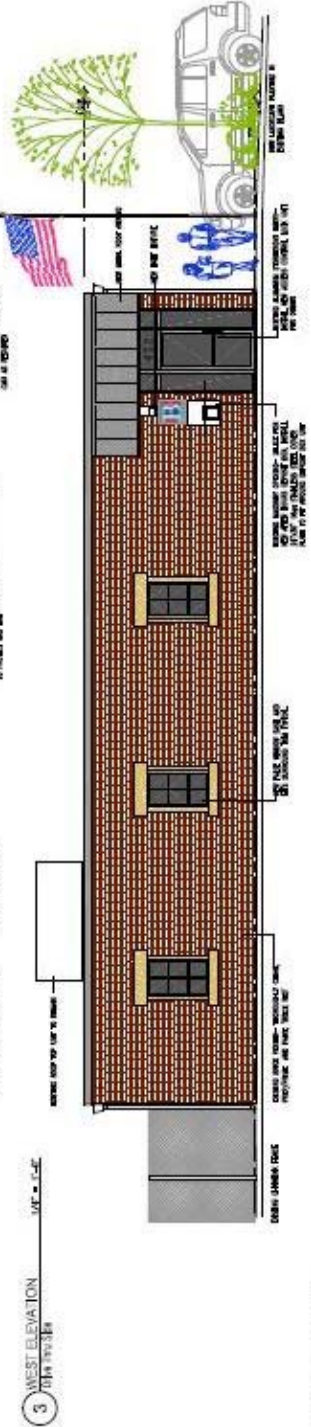
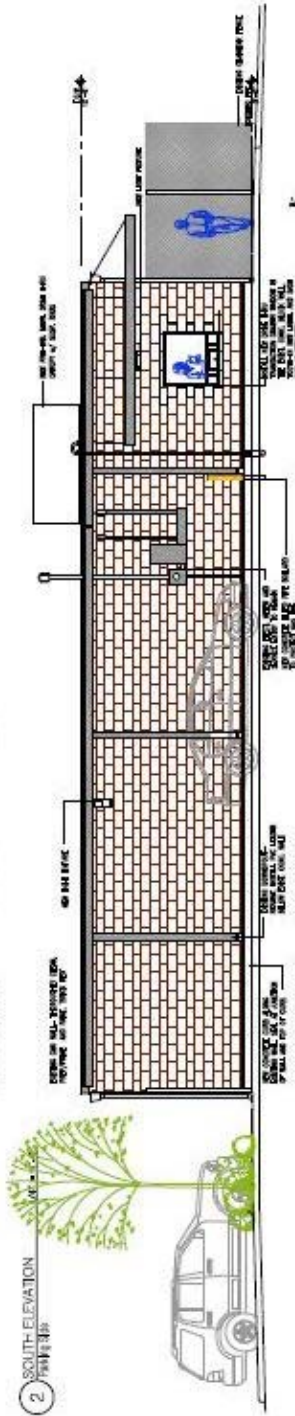
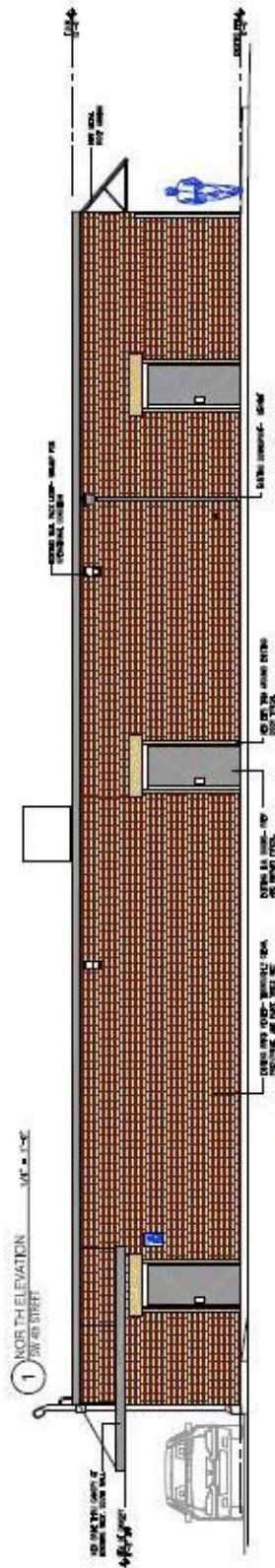
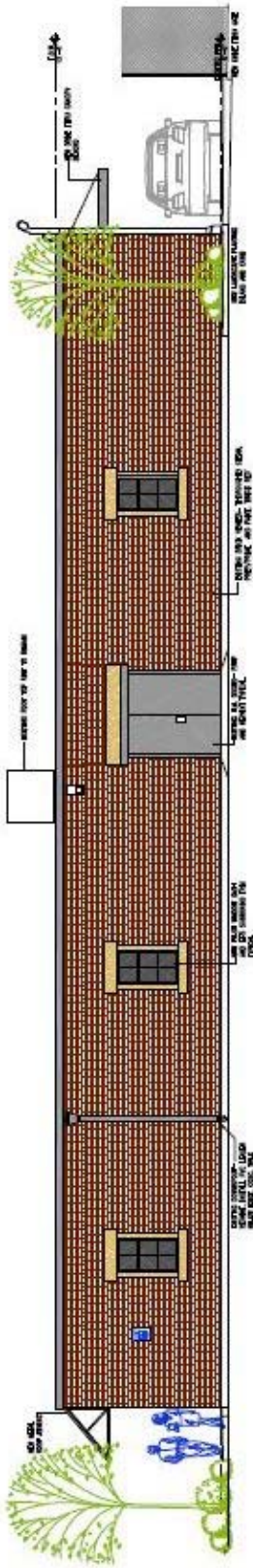
The City owned building located at 402 S Main was identified as a candidate for a multi-use location currently housing off site storage for the Bentonville Public Library and IT off site server/storage areas. Plans were drawn up to upgrade the remaining areas to include a IT training room and offices for the Meter Department also to update the restrooms to ADA Compliance. A new Drive Through for Utility payments was also included as well as a new night deposit. The building will receive a facelift with Paint and new fencing. Three contractors attended the Pre-Bid meeting and Two Contractors submitted bids on the project.

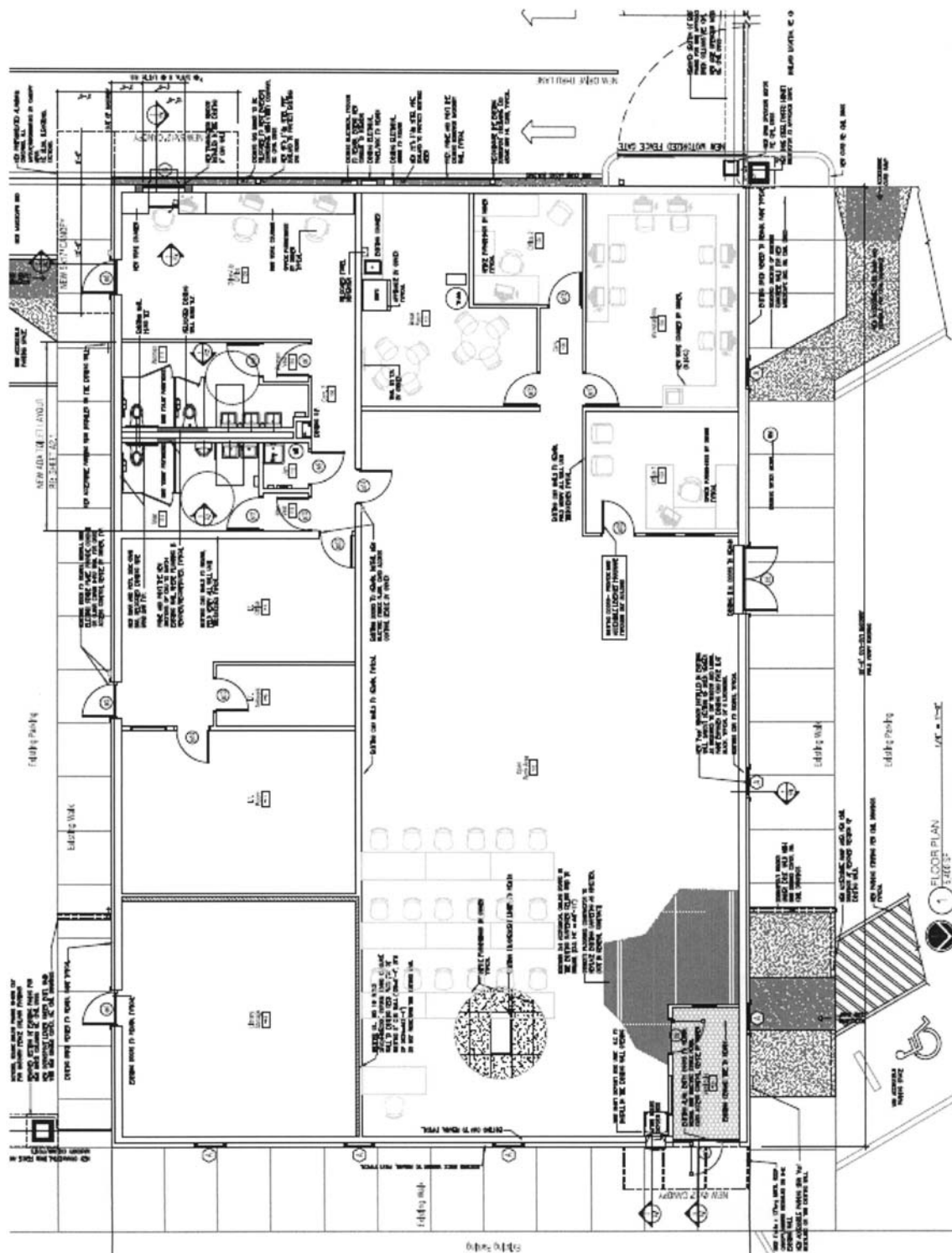
Oelke Construction	\$187,971.00
Fayetteville, AR	

Clinard Construction	\$229,174.00
Bentonville, AR	

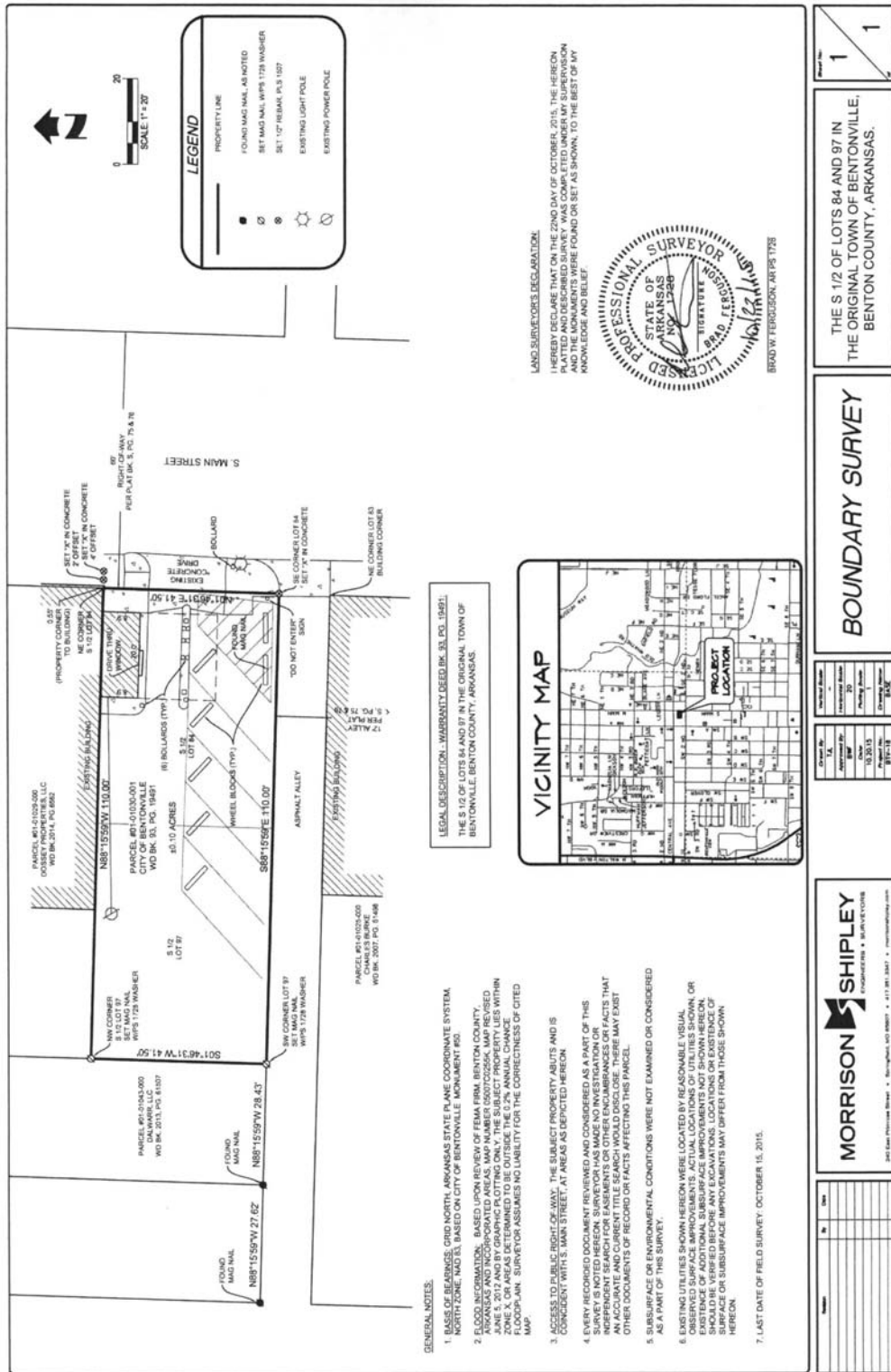
The Purchasing Office recommends award of Bid #15-56 for the Adaptive Renovation at 402 S. Main Street be awarded to Oelke Construction of Fayetteville Arkansas in an amount of \$187,971.00. Additional improvements will be contracted by the City for access control, gates, data drops, security cameras, carpet, furniture and equipment.







Description	Totals
Gates	\$27,670.65
Carpet	\$12,264.00
Data Drops	\$8,420.55
Access Control	\$8,902.35
Security Cameras	\$23,843.63
Security System	\$2,901.75
Meter Workstation	\$10,402.50
Appliances	\$1,204.50
Breakroom Tables & Chairs	\$580.35
Desk Chairs	\$3,504.00
Desk	\$273.75
Safe	\$438.00
Blinds	\$219.00
	Sub-Total \$100,625.03
Training Room	
Tables, Chairs, Partitions	\$30,660.00
Equipment	\$13,687.50
	Sub-total \$44,347.50
Project contingency	\$20,000.00
Grand Total	\$164,972.53





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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 8, 2015

Submitted by:

Gary Wilson

Department

Utility Billing/Meter Reading

Phone

271-3104

ACTION REQUIRED:

Request Council approve a budget adjustment for the adaptive re-use of the former AT&T building at 402 S Main St for use as a utility drive-thru, meter reader office and IT training room.

COST TO CITY:

Cost of this Request: \$355,000

Additional Budget Amount \$355,000

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	355,000
Remaining After Adjustment	\$ 355,000

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

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PLEASE RECYCLE





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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 12, 2016

Submitted by:

Ed Wheeler

Department

Administration

Phone

271-3191

ACTION REQUIRED:

Request the City Council approve the changes and updates to the City Personnel Policy Manual. Every 2 years, the City forms a committee of department heads, department managers, and supervisors to review the City personnel policy manual, and to make recommended changes. This process has been on-going since 2003. Compared to past reviews, there are a small number of changes. Attached are those "significant changes" being recommended. We did not include corrected typos, minor word changes, corrected grammatical errors, or format changes.

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.

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PLEASE RECYCLE



2016 PERSONNEL POLICY MANUAL CHANGES

The City of Bentonville undertook a review of the personnel policy manual this past year and identified recommended changes. A committee of department heads, department supervisors, and key staff, representing all segments of the City and conducted a chapter-by-chapter review.

Listed below are "Substantial Changes" that are recommended. Typographical errors, verbiage changes, and minor structure changes are not included.

Substantial Changes are shown in "BOLD".

The following substantial changes to the City of Bentonville Personnel Policy Manual are recommended to be incorporated to next revision to the manual, effective 1 January, 2013.

Chapter 1 - Employment

1.4.1 Regular Full-time. This category describes employees who work a regular work week of **thirty (30) hours or more**. These positions include all employee benefits. This category also includes Firefighters, who are scheduled to work a 24-hour shift every third day. There are two (2) sub-categories of regular, full-time employees.

1.14.2 Independent Contracting. **No employee working for the City in either a full-time or part-time capacity, regardless of the number of work hours performed weekly, may enter into an independent contractor relationship with the City to furnish supplies, equipment, or to provide services to the City.**

Chapter 2 – Hours of Work

2.3 Overtime Pay. The Fair Labor Standards Act (FLSA) defines which employees are exempt or not exempt from overtime pay requirements. Payment for overtime for City employees (except firefighters) who are not exempt from the FLSA (also called non-exempt or hourly employees) will be at 1.5 times the employee's regular rate of pay, for any time credited as hours worked over forty (40) in a work week/period. Holiday hours for Police Officers and Firefighters are added to the employee's total hours for that week. **It is the responsibility of the department head or manager to confirm and grant overtime approval in advance (where practical) and with the payroll timesheets for overtime pay to be paid.** Employees who are exempt from the FLSA (also referred to as salaried employees) shall receive no overtime pay or

compensatory time off for working more than forty (40) hours in a work week/period.

Chapter 3 – Standards of Conduct

3.11.1 Examples of Inappropriate Conduct. Types of behavior and conduct that the City considers inappropriate **include, but are not limited to**, the following:

- Falsifying employment or any other City records;
- Violating any City nondiscrimination or harassment policy;
- Soliciting or accepting gratuities from citizens;
- Excessive absenteeism or tardiness;
- Sleeping on the job;
- Excessive, unnecessary or unauthorized use of City property;
- Reporting to work or being on standby duty while intoxicated or under the influence of non-prescribed drugs or participation in the illegal manufacture, possession, use, sale, distribution or transportation of drugs;
- Buying, using, or selling alcoholic beverages while on City property, unless specifically authorized by the Mayor;
- Buying, using, or selling alcoholic beverages during an employee's working hours or while "On Duty";
- Buying, using, possessing or selling illegal "Controlled Substances" ANYTIME;
- Fighting or using obscene, abusive, or threatening language or gestures;
- Theft of property;
- Unauthorized possession of firearms on City premises or while on City business;
- Disregarding safety or security regulations, including the operation of City vehicles in an unsafe manner;
- Insubordination;
- Possessing, displaying, reading, watching or distributing "Pornography" on City property.
- Neglect or carelessness resulting in damage to City property, equipment or vehicles, or to property belonging to others;
- Engaging in negative conduct, on or off the job, that would bring embarrassment or discredit to, or would tarnish the reputation of the City;
- Smoking or using tobacco products (including simulated tobacco products) inside any City buildings, garages or vehicles;
- Walking off the job or leaving the work area without the permission of a manager/supervisor;
- Inappropriate and unprofessional use of City radios;
- Improper use or abuse of City-paid cell phones;

- And the Illegal or improper use of City office machines and information systems, including internet, e-mail, and software;
- Making racist sexual, or derogatory comments of any kind based on race, gender, sex, religion, national origin, or any other federally protected category;
- Displaying or projecting rude or offensive behavior toward employees, citizens, visitors, or patrons;
- Failing to perform required or assigned work duties;
- **Failing to report a workers compensation injury immediately upon it happening.**

Chapter 4 – Termination of Employment – No Changes

Chapter 5 – Vacation and Holidays – No Changes

Chapter 6 – Sick Leave

6.1.5 Management of Sick Leave/Pay - . Employees will be given written notice of their placement on restricted sick leave using the standard restricted sick leave form. Once on restricted sick leave, the employee must furnish a doctor's note for each sick leave absence taken. Failure to do so will result in the sick leave absence being taken without pay. Continued abuse of sick leave can result in disciplinary action. Length of the restricted sick leave will last a minimum of six months, and can be extended at the managers/supervisors discretion. **While on restricted sick leave, employees are not eligible for promotions, transfers, or pay increases, except for annual Cost Of Living (COLA) increases.**

Chapter 7 – Other Leaves of Absence – No Changes

Chapter 8 – Other Benefits

8.1.6.1 Documentation - In the event of a work-related injury, **the employee MUST report the injury IMMEDIATELY upon it happening.** The supervisor **and/or the department safety team representative** will help the employee prepare the necessary documentation to be submitted to the human resources office.

Chapter 9 – Job Safety – No Changes.

Chapter 10 – Salary Administration – No Changes

ORDINANCE NO. _____

AN ORDINANCE ADOPTING REVISIONS TO THE
PERSONNEL POLICY FOR THE CITY OF
BENTONVILLE, ARKANSAS.

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

Section 1: That certain revisions to the City of Bentonville Personnel Policy, the
same being attached hereto and incorporated as fully herein as set forth word for word, should be
and the same are hereby adopted.

PASSED and APPROVED this ____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 12, 2016

Submitted by:

Ed Wheeler

Department

Administration

Phone

271-3191

ACTION REQUIRED:

Request the City Council approve the attached 2016 City of Bentonville Pay Plan. All additions, changes, and deletions to the pay plan contained herein are fully budgeted items in the previously approved 2016 City budget.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount \$0

☐ One time amount

☐ Continuing O and M

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

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



2016 City of Bentonville

Pay Plan Changes

1. Reclassify One (1) GIS Technician Position (Grade 21) to a "New Position", GIS Analyst (Grade 22)
2. Re-Title Position "Executive Assistant to the Mayor" to "Executive Assistant".
3. Reclassify One (1) Administrative Assistant I/II Position in the Police Department to an Executive Assistant Position
4. Create a "Job Family" for Telecommunicators in the police department to include the following:

Telecommunicator I (Grade 60A):	\$30,139	\$36,286	\$42,432
Telecommunicator II (Grade 60B)	\$32,552	\$40,123	\$47,694
Telecommunicator III (Grade 60C)	\$36,483	\$44,554	\$52,624

5. Restructure the following pay grades within the Telecommunicator/Dispatch Section of the Police Department as follows:

Lead Telecommunicator (Grade 61)	\$41,974	\$51,896	\$61,818
Trainer/QA Coordinator (Grade 61)	\$41,974	\$51,896	\$61,818
Telecommunications Mgr (Grade 62)	\$52,210	\$66,658	\$81,765
6. Reflect 1.5% Cost of Living Adjustment (COLA)
7. Reflect a 1.5% Merit Increase
8. Eliminate three (3) Part-Time Library Clerk positions and replace with One (1) Full-Time Library specialist position.

9. Eliminate the "WSSI" Additional Pay code and add the following new pay codes for swimming instructors:

Swimming Instructor – 1 (SI-1):	\$80.00/Pay Period
Swimming Instructor – 2 (SI-2):	\$120.00/Pay Period
Swimming Instructor – 3 (SI-3):	\$240.00/Pay period
Swimming Instructor – 4 (SI-4):	\$400.00/Pay Period

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING REVISIONS THE 2016 PAY
PLAN FOR THE CITY OF BENTONVILLE.**

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

Section 1: That certain amendments to the City of Bentonville Pay Plan for 2016, as approved in the 2016 budget and described in the attached Exhibit, should be and the same are hereby adopted.

PASSED and APPROVED this ____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 12, 2016

Submitted by:

Denise Land

Department

Administration

Phone

271-3118

ACTION REQUIRED:

Approval of waiver of bid for vehicle insurance premiums through the Arkansas Municipal League at no increase in the premium cost. Coverage period is January 1, 2016 through December 31, 2016 at the rate of .5% of insured value plus \$100 for liability per vehicle, \$200 for ambulance.

COST TO CITY:

Cost of this Request: \$138,289

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	140,000
Funds Expended to Date		
Remaining Budget		140,000
Budget Adjustment		-
Remaining After Adjustment	\$	140,000

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

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PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>12/4/2015</u>	
Requested by:	<u>Denise land</u>	
Department:	<u>City Wide</u>	
DESCRIPTION OF REQUEST:		
Type of Equipment:	<u>Renewal of vehicle insurance - for 2016</u>	
Year & Model:	<u></u>	
Serial #	<u></u>	
To Be Purchased From:	<u>Arkansas Municipal League</u>	
<u></u>		
<u></u>		
Amount:	Base Amount:	<u>\$ 138,289.00</u>
	Tax:	<u></u>
	*Other:	<u></u>
	TOTAL	<u>\$ 138,289.00</u>
* List all other costs:		
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:		
Because of the unique nature of motor vehicle insurance requirements and liability limitations pertaining to municipalities in the State of Arkansas, the Municipal League is uniquely qualified and able to offer the lowest rates together with a high level of service by offering insurance solely to a pool of municipalities. Additionally, the Arkansas Municipal League handles the defense of most of our lawsuits, whether it is a claim that is covered by the Legal Defense Program, worker's comp claim, or a claim arising from a vehicle accident. It is more effective to have all of those things consolidated.		
<u></u> Department Head		<u></u> Director of Finance & Administration
Revised 6-18-99		

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH THE ARKANSAS MUNICIPAL LEAGUE FOR THE CITY OF BENTONVILLE'S VEHICULAR INSURANCE COVERAGE AND WAIVING THE REQUIREMENT FOR 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 the Arkansas Municipal League for the City's vehicle insurance, in an amount not to exceed .5% of insured value, plus \$100 per vehicle and \$200 per ambulance as per the Proposal attached hereto as Exhibit A.

Section 2: Because of the lack of qualified providers who can provide municipalities with the low rates and other specialized benefits associated with insuring vehicles with the Arkansas Municipal League, including citywide legal defense and risk management services, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 12, 2016

Submitted by:

Hadi Dudley

Department

Library Director

Phone

271-3194

ACTION REQUIRED:

An ordinance authorizing the Mayor and City Council to waive the requirements of competitive bidding and enter into an agreement with Tech Logic Corporation for the purchase of two NXT Automated Materials Handling (AMH) Systems per the Library's specifications in the amount of \$144,000.00. This is a "sole source" item in the United States.

COST TO CITY:

Cost of this Request: \$144,000

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>12/28/2015</u>		
Requested by:	<u>Hadi Dudley</u>		
Department:	<u>Library</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Automated Materials Handling (AMH) System</u>		
Year & Model:	<u>2016 NXT</u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Tech Logic Corporation</u>		
	<u>1818 Buerkle Road</u>		
	<u>White Bear Lake, MN 55110</u>		
Amount:	Base Amount:	\$	<u>131,050.00</u>
	Tax:	\$	<u>12,449.75</u>
	*Other:		<u></u>
	TOTAL	\$	<u>143,499.75</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Tech Logic is a "sole source" provider of AMH systems which accept multi-item induction of library materials. The unit automatically checks in and sorts items, eliminating the need for patron involvement and staff interaction. The functionality is accomplished through patented technologies: "hands free" book drop, vertical "sandwich" conveyors and "high-IQ" software.			
 _____ Department Head		_____ Director of Finance & Administration	
Revised 6-18-99			

TO: Bentonville City Council, Mayor Bob McCaslin
FROM: Hadi Dudley, Library Director
SUBJECT: NXT Automated Materials handling Systems
DATE: December 28, 2015

Tech Logic Corporation is a "sole source" provider of Automated Materials Handling (AMH) Systems which accept multi-item induction of library materials.

I recommend purchasing two NXT units for Bentonville Public Library based on technological design and associated functionality. The system automatically receives, checks in and sorts items, eliminating the need for patron involvement and staff interaction. The functionality of Tech Logic's AMH system will significantly improve customer service to BPL patrons and positively impact our staff efficiency.

The price proposal submitted to BPL by Tech Logic reflects a competitive base price, reduced shipping costs and a discount totaling \$16,200.00. Minor modifications to masonry, drywall and electrical outlets are required to install the units. The Bentonville Library Foundation is partnering with BPL to pay construction expenses of the facility.

Tech Logic is owned by The Library Corporation (TLC) which is Bentonville Public Library's integrated library system, so NXT will integrate with our network and database. The NXT model is replacing the library's QuickSort system; an announcement regarding "end of production" of the QuickSort product line was issued in February 2014.

If you have any questions regarding this request, please contact me at 479-271-3194 or hdudley@bentonvillear.com.

Attachments

- Letter from Tech Logic noting "end of production" for QuickSort system
- Letter from Tech Logic noting "sole source" designation of NXT system
- Proposal from Tech Logic outlining specifications, pricing, payment terms and support



1818 Buerkle Road
White Bear Lake, MN 55110
800.494.9330
www.tech-logic.com

Bentonville Public Library
405 Main St. S.
Bentonville, AR 72712
479-271-3192

For the Attention of the Library Director

Dear Ms. Hadi Dudley,

Tech Logic is writing to inform that you that as of February 2014 the Quicksort Automated Material Handling sorter has been removed from the Tech Logic product portfolio and is no longer in production. While a limited stock of parts is still available, we suggest looking at the replacement of the system with our latest technology, the NXT sorting line.

The NXT sorting system is major improvement in both patron experience, staff experience and performance. Please contact, Tim Lawson for more information on this exciting new product.

Kind Regards,



Gary Kirk
1818 Buerkle Road
White Bear Lake, MN 55118





1818 Buerkle Road - White Bear Lake, MN 55110 • Tel: 888.999.8629 • Fax: 651.747.0493 • www.tech-logic.com

December 7th, 2015

Tech Logic Corporation is pleased to offer several unique and highly beneficial library automation solutions for libraries. In summary they include the following patented technologies:

1. "Hands Free" material return (book drop)
2. Vertical "Sandwich" conveyors
3. SMART BIN® brand sorting/storage containers
4. "High-IQ" software management system

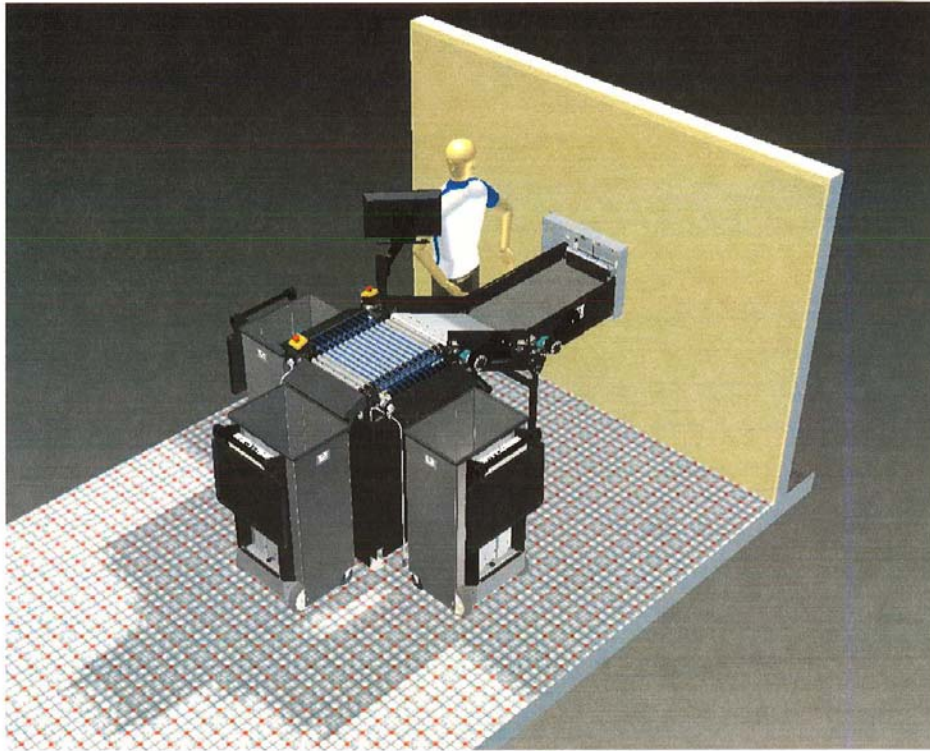
The combination of these featured components by Tech Logic Corporation into one integrated material management system will allow maximum staffing efficiencies in the circulation department and provide for a significant reallocation of budgetary resources to other library departments.

The many unique features of a Tech Logic System proposed for your library are unavailable from any other supplier of library automation technology; thus, the library's specification of a particular custom Tech Logic System is appropriate for "sole source" designation. Tech Logic Systems are comprised of modular components. The pricing for the components is always available from your Tech Logic representative as published.

Regards,



Gary W. Kirk
President



Qty	Part Number	Description	List Price	Extended price
1	913XXXX	3 BIN NXT WITH INTERIOR BOOKDROP/BIN FULL	\$65,575.00	\$65,575.00
1		Installation and Training	\$5,200.00	\$5,200.00
		Sub Total		\$70,775.00
		Discount		(\$8,100.00)
		Shipping		\$850.00
		Total Contract Pricing		\$63,525.00

Qty	Part Number	Description	List Price	Extended price
1	913XXXX	3 BIN NXT WITH EXTERIOR BOOKDROP/BIN FULL	\$69,575.00	\$69,575.00
1		Installation and Training	\$5,200.00	\$5,200.00
		Sub Total		\$74,775.00
		Discount		(\$8,100.00)
		Shipping		\$850.00
		Total Contract Pricing		\$67,525.00



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH TECH LOGIC CORPORATION FOR THE PURCHASE OF AUTOMATED MATERIALS HANDLING SYSTEMS FOR THE CITY OF BENTONVILLE PUBLIC LIBRARY 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 purchase for the City of Bentonville Public Library, Automated Materials Handling Systems from Tech Logic, in an amount not to exceed \$144,000.00 as per the Proposal attached hereto as Exhibit A.

Section 2: Because this equipment must integrate with the Library's existing system produced by the same corporation and is a sole source item in the United States, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 12, 2016

Submitted by:

Hadi Dudley

Department

Library Director

Phone

271-3194

ACTION REQUIRED:

A resolution authorizing the Mayor and City Council to surplus Bentonville Public Library's RFID (radio frequency identification) technology. The itemized list of surplus materials in the attached memo will be offered for sale to the highest bidder through public notification (advertising) and sealed bids submitted to the City of Bentonville's Purchasing Agent.

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



TO: Bentonville City Council, Mayor Bob McCaslin
FROM: Hadi Dudley, Library Director
SUBJECT: Surplus RFID (radio frequency identification) technology
DATE: December 28, 2015

All RFID (radio frequency identification) products listed herein are considered surplus materials purchased by Bentonville Public Library (BPL) in 2006 and 2010, as manufactured by Tech Logic Corporation.

This surplus list does not include the installation of 150,000+ RFID tags which are affixed to all library materials. RFID tags are active and useful for the duration of the library item, and are compatible with other RFID systems.

BPL comprehensively upgraded the library's RFID system by replacing Tech Logic components with "best of breed" components from multiple vendors:

- RFID antennas and self-service kiosks by 3M (2015)
- Security gates by Bibliotheca (2015)
- NXT Automated Materials Handling System by Tech Logic (proposed 2016).

Tech Logic has stated that BPL may surplus and dispose of hardware, as necessary, as the technology is not proprietary. Software, licensing and networking connections are required to realize fully functioning technology.

Surplus List: Product Information	QTY
1. QuickSort Automated Sorting Technology System Purchased in 2010; "end of production" issued Feb 2014 Includes: CPU, mounted screen & keyboard, integrated patron receipt printer, faceplate and welded frame	2
2. Standard RFID antennas, includes: feig readers, power cords	8
3. Dual RFID antenna, includes: feig readers, power cords	1
4. RFID inventory wands with mini-computers	2
5. Security gate system, with custom maple wooden panels End of life issued May 2014	4

Due to limited storage space and potential demand for RFID technology, the surplus items will be offered for sale to the highest bidder through public notification (advertising) and sealed bids submitted to the City of Bentonville's Purchasing Agent.

If you have any questions regarding this request, please contact me at 479-271-3194 or hdudley@bentonvillear.com.

RESOLUTION NO. _____

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

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

Section 1: That certain Library equipment, as described more particularly on the attached agenda item, is hereby declared to be surplus and the Mayor is authorized to dispose of such property in an appropriate manner as allowed by law and City ordinance.

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 _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 12, 2015

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

A resolution for the Mayor and City Council to declare a Ford F550 Cab & Chassis as surplus property and allow for trade-in for the boom transfer. The surplus cab & chassis is a 2006 model.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



M E M O R A N D U M

DATE: January 4, 2016

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineering Director

RE: **Declare Ford Cab & Chassis as surplus**

The City of Bentonville recommends declaring a Ford F550 cab and chassis as surplus in order to be used for trade-in value for the utility boom transfer services provided by UCO Transfer Services Inc.

RESOLUTION NO. _____

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

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

Section 1: That certain property of the City of Bentonville Electric Department, specifically a Ford F550 Cab and Chassis, as more specifically described in the attached agenda item, is hereby declared to be surplus and its trade-in for a boom transfer is authorized.

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 _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 12, 2015

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

A resolution authorizing the Mayor and City Council to enter into a contract with Osmose to provide pole restoration services to the City of Bentonville Electric Department for an amount not to exceed \$34,000.00.

COST TO CITY:

Cost of this Request: \$34,000

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMORANDUM

DATE: January 4, 2016

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineer Director

**RE: Resolution for the Mayor and City Council to
enter into an agreement with Osmose**

The Electric Department recommends entering into a contract with Osmose to provide power restoration services to the City of Bentonville, for an amount not to exceed \$34,000.00.

Osmose tested approximately 700 of the City's poles for structural integrity. 85 of the tested poles fell into 2 categories, "restorable rejects" or "non-restorable rejects". BEUD will replace the 17 poles that are classified as "non-restorable rejects" due to the immediate need. The 68 poles that are classified as "restorable rejects" do not have an immediate need to be replaced, but will eventually need to be replaced. Osmose will place a C-truss at the base of the pole to provide temporary structural support to the poles that are approaching replacement, and BEUD will schedule the pole replacement at a later date.



December 11, 2015

ACCEPTANCE COPY

Mr. Travis Matlock, PE
Engineering Director
CITY OF BENTONVILLE
ELECTRIC UTILITY DEPARTMENT
608 SE 3rd Street
Bentonville, AR 72712

RE: POLE RESTORATION PRICING PROPOSAL – 2016

Dear Mr. Matlock:

At the request of our Director-Business Development, Mr. Dave LaPlante, we are submitting the attached unit prices (Schedule 1) for your approval and acceptance. This pertains to the restoration of approximately 40 distribution poles in 2016. Please note total cost will not exceed \$34,000.00.

If the attached pricing is acceptable, Osmose will perform the work in accordance with the terms and conditions under our General Services Agreement dated January 9, 2012.

Due to recent revisions in our specifications, please note that Osmose will perform the work in accordance with the attached updated Exhibit A. Exhibit A is an integral part of this proposal and outlines the technical specifications we are proposing. Any contract or agreement that results from this proposal shall include Exhibit A, whether or not it is specifically referenced in the contract and should be referenced in any Purchase Order issued for work specified under this contract. This new specification will replace all other specifications previously submitted.

An insurance certificate covering Osmose for this work is attached for your convenience.

Osmose would like to take this opportunity to notify you of the following changes. Moving forward, please send all hard copy correspondence to the following address:

Osmose Utilities Services, Inc.
635 Highway 74 South
Peachtree City, GA 30269
Attention: Michael A. Wolf, Vice President-Contracts

All email correspondence should be sent to: OsmoseContracts@Osmose.com. Please update your records and have all future correspondence reflect this new information.

If you need further assistance or have any questions concerning this proposal, please do not hesitate to contact Dave at (573) 590-0137.

Osmose Utilities Services, Inc.
635 Highway 74 South • Peachtree City, GA 30269
Phone: 770-632-6700 • Fax: 678-364-0844



December 11, 2015
Mr. Travis Matlock, PE
Page -2-

We look forward to working with you on this important project. If these prices are acceptable, please sign, date, and return an acceptance copy so we can schedule crews to begin this project.

Sincerely,



Michael A. Wolf
Vice President-Contracts

Accepted By:

Name: _____
Title: _____
CITY OF BENTONVILLE

Date _____

C: File
1018468

Osmose Utilities Services, Inc.
635 Highway 74 South • Peachtree City, GA 30269
Phone: 770-632-6700 • Fax: 678-364-0844

Osmose Utilities Services, Inc.

SCHEDULE 1
12/11/2015

(Approximately 40 Distribution Poles)

UNIT DESCRIPTION	PRICE
INSTALL C2-3610	\$ 593.52
INSTALL C2-4910	\$ 635.90
INSTALL C2-5610	\$ 737.55
INSTALL C2-7110	\$ 740.30
INSTALL 1080 X 11	\$ 894.89
INSTALL 1180 X 11	\$ 954.40
INSTALL 1280 X 11	\$ 1,013.18
INSTALL 1380 X 11	\$ 1,111.64
INSTALL 1480 X 11	\$ 1,160.30
INSTALL 1580 X 12	\$ 1,269.85
INSTALL 1680 X 12	\$ 1,297.66
MITC-FUME® PER TUBE	\$ 10.47
VISUAL	\$ 64.66
REMOVE POLE STEPS	\$ 2.57
URD LOCATE	\$ 24.59
REMOVE AND REPLACE CONCRETE	\$ 116.32
COVER CAPS	\$ 23.28
PAINT TRUSS	\$ 23.14
FENCE	\$ 33.50
PRIVATE PROPERTY	\$ 88.91
EXCAVATE UNDERGROUND CABLE	\$ 27.28

Osmose Utilities Services, Inc.
EXHIBIT A
WOOD POLE RESTORATION WITH STEEL TRUSSES SPECIFICATION

CONTENTS:

1.0	DEFINITIONS	11.0	DETERMINING SIZE OF OSMO-C-TRUSS AND OSMO-C2-TRUSS
2.0	SCOPE	11.1	CONTRACTOR Provided Information
3.0	GENERAL	12.0	TEMPORARY REINFORCING OF POLES
4.0	PERSONNEL QUALIFICATIONS OF CONTRACTOR	13.0	INSTALLATION OF STEEL TRUSSES
4.1	Qualifications of Manager	13.1	Osmo-C-Truss Banding
4.2	Qualifications of Supervisor	13.2	Osmo-C2-Truss Banding
4.3	Qualifications of Foreman	14.0	TAGGING
5.0	QUALITY CONTROL	15.0	EXCEPTIONS
6.0	INITIAL INSPECTION PROCEDURE	16.0	STORAGE ON OWNER'S PROPERTY
7.0	DETERMINING REINFORCEABLE CANDIDATES	17.0	CONFORMANCE TO EPA, OSHA AND DOT STANDARDS
8.0	PRESERVATIVE TREATMENT OF RESTORATION CANDIDATE	18.0	TEST RESULTS
8.1	Groundline Treatment	Figure 1	Inspection for Restoration Diagram
8.2	Internal Treatment	Figure 2	Truss Orientation
8.3	Fumigant Treatment	Figure 3	C-Truss, C2-Truss and Banding – Single Truss Installation Diagram
8.4	Fumigant Application	Figure 4	C-Truss, C2-Truss & Z Banding – Double Truss Installation Diagram
8.5	Re-treatment of Reinforced Poles		
9.0	REINFORCING MATERIALS		
9.1	Osmo-C-Truss™		
9.2	Osmo-C2-Truss™		
10.0	ACCESSIBILITY		

Osmose Utilities Services, Inc.

EXHIBIT A

WOOD POLE RESTORATION WITH STEEL TRUSSES SPECIFICATION

1.0 DEFINITIONS

OWNER: City of Bentonville Electric Utility Department

CONTRACTOR: Osmose Utilities Services, Inc.

2.0 SCOPE

This Specification explains the evaluation, preservative treatment, and reinforcing of poles and how OWNER expects it to be accomplished. The OWNER shall inform the CONTRACTOR in writing of any modifications or changes to the Specification to meet any special conditions.

The CONTRACTOR is not responsible for failure to reinforce poles made inaccessible by conditions beyond his/her control or poles marked to be reinforced and, upon further inspection; it is determined not to be reinforceable.

3.0 GENERAL

Pole reinforcing with a truss is a method by which a standing pole that has been weakened due to decay, insects, or mechanical damage can be braced with an Osmo-C-Truss™ or an Osmo-C2-Truss™. Pole restoration enables the pole to remain in its present location. Weakened poles that have been classified as reinforceable must first be treated to help arrest decay and/or insects. Not utilizing remedial treatment(s) reduces the useful life of a restored pole. Osmose recommends liquid internal treatments be applied to voids and fumigants applied above voids. External treatment should be applied on the poles outer surface after external decay is removed.

CONTRACTOR is to furnish all supervision, labor, tools, equipment and material necessary or required for the evaluation, internal treatment, and reinforcing of the OWNER's poles as identified in the Purchase Order or Contract. The OWNER will furnish the CONTRACTOR with maps showing locations of poles which are subject for reinforcing prior to the commencement of the work.

4.0 PERSONNEL QUALIFICATIONS OF CONTRACTOR

4.1 Qualifications of Supervisor

The Supervisor shall (i) have a valid Pesticide Applicators License in the State that the work is to be performed; and (ii) be in the position of the CONTRACTOR's Supervisor in the State that the work is to be performed; and (iii) be a pole reinforcing specialist with a minimum of two (2) years of experience in pole inspection, treatment and reinforcing.

4.2 Qualifications of Foreman

The Lead Person or Foreman shall (i) have one (1) year minimum experience in pole reinforcing and groundline treatment (upon request a résumé can be provided); or (ii) be able to pass a written or demonstration test to the satisfaction of the OWNER; and (iii) have passed a CONTRACTOR approved test qualifying the Foreman or Lead Person as being trained to handle wood preservatives.

Osmose Utilities Services, Inc.

EXHIBIT A

WOOD POLE RESTORATION WITH STEEL TRUSSES SPECIFICATION

Personnel not specifically qualified to reinforce poles as outlined above shall not be transferred to work in pole restoration from other contractual work. The OWNER reserves the right to request evidence of qualifications of the entire crew by "letter of reference," Foreman résumé, or training taken.

5.0 QUALITY CONTROL

Periodic Quality Control (QC) Checks will be performed with an OWNER representative and/or CONTRACTOR supervisor present. The OWNER will receive a copy of the QC report.

The QC Check shall consist of selecting at least three (3) poles at random and checking them against the inspection report. If one (1) or more poles are found discrepant, the population completed since the last QC inspection is to be considered rejected. Corrective actions must be agreed upon by the OWNER's and CONTRACTOR's representatives. When corrective action is completed to the satisfaction of the OWNER's representative, the lot is to be accepted.

6.0 INITIAL INSPECTION PROCEDURE

A visual inspection shall be made by the CONTRACTOR of all poles to be reinforced before any work is done. This inspection is limited to safety violations that are readily available.

The CONTRACTOR does not warrant that the visual inspection shall locate any, or all, defects. The visual inspection is performed as a courtesy and not as an affirmative obligation. The CONTRACTOR does not guarantee that the inspection will reveal all potential safety problems. If the pole is not a candidate for reinforcing and/or if the appearance of any attachment seems improper, this information must be supplied to the OWNER's representative and no work is to be done until such conditions have been corrected.

7.0 DETERMINING REINFORCEABLE CANDIDATES

The following procedure is for typical wood poles where the initial inspection resulted in the rejection of the pole and marked for restoration.

Inspection Point	Inspection Procedure
1. Groundline Condition	• Poles exhibiting shell rot at or below groundline shall have a minimum remaining sound wood circumference of 33% or greater than the original groundline circumference. • Hollow poles at or below groundline shall have a ½" average sound shell or greater Note: If <i>groundline decay information is available in the pole inspection record from a recent inspection the pole does not require an additional groundline inspection by the Pole Restoration foreman.</i>

Osmose Utilities Services, Inc.

EXHIBIT A

WOOD POLE RESTORATION WITH STEEL TRUSSES SPECIFICATION

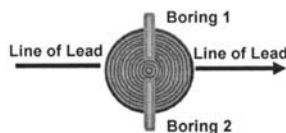
2. Lower Band Pole Condition

The average sound shell requirements listed below are for wood poles up to and including 65ft in length. All poles 70ft in length and above shall add 1" to the average sound shell requirements described below.

- A **single truss** requires two inches (2") or greater of average sound shell at fifteen inches (15") from groundline.
- A **double truss** may have less than two inches (2") but requires greater than or equal to one inch (1") of average sound shell at fifteen inches (15") from groundline.

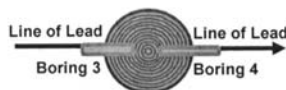
Procedure to determine lower band average sound shell:

- A. Drill two (2) 3/8" diameter holes at fifteen inches (15") above groundline perpendicular to the line of lead. Refer to Figure 3 for line of lead orientations for common line construction types.



- B. If the average sound shell from these 2 borings is two inches (2") or greater, proceed to **Inspection Point 3** below.

- C. If the average sound shell is less than two inches (2"), bore 2 additional holes in the line of lead. If the average of all 4 borings is two inches (2") or greater, proceed to **Inspection Point 3**.



- D. If the average is still less than two inches (2") but greater than one inch (1"), the pole can be reinforced with double trusses, which combined, provide the desired strength. Proceed to **Inspection Point 3** below to determine double truss required height above groundline.

- E. If the average sound shell is less than one inch (1"), the pole may be deemed non-restorable or consult with Osmose engineering for alternative restoration methods.

Osmose Utilities Services, Inc.

EXHIBIT A

WOOD POLE RESTORATION WITH STEEL TRUSSES SPECIFICATION

3. Top of Truss Pole Condition	The average sound shell requirements listed below are for wood poles up to and including 65ft in length. All poles 70ft in length and above shall add 1" to the average sound shell requirements described below. • A standard truss requires an average sound shell of four inches (4") or greater at the installed height of the standard truss required, typically five feet (5'). • A tall truss requires four inches (4") or greater of average sound shell anywhere from six to eight feet (6'-8') above groundline. <i>Procedure to determine top of truss average sound shell:</i> A. Drill two (2) 3/8" diameter holes at five feet (5') above groundline perpendicular to the line of lead. B. If the average sound shell from these two (2) borings is <u>four inches (4") or greater</u>, reinforce the pole with the appropriate truss or trusses as shown in Figure 4 or 5. C. If the average sound shell is <u>less than four inches (4")</u>, Drill two (2) 3/8" diameter holes at six or eight feet (6" or 8") above groundline perpendicular to the line of lead in order to find four inches (4") or greater of average sound shell. Reinforce the pole with a truss with an installed height above groundline at least as tall as where 4" or greater of average sound shell is found as shown in Figure 4 or 5. Note: <i>In the instance where a pole would require double trussing due to average sound shell thickness at 15", but obstructions on the pole or a customer request would limit a restoration to only 1 truss, the pole can be checked for 2" of average sound shell at 26" and a single tall truss can be installed with lower banding installed at 26".</i> All 3/8 boring made during restoration candidate inspection shall be plugged with tight fitting plastic plugs or pressure treated wooden dowels.
--------------------------------	--

(A summary diagram and table can be seen in **Figure 1**)

8.0 PRESERVATIVE TREATMENT OF RESTORATION CANDIDATE

8.1 Groundline Treatment

This is recommended if not accomplished during the inspection process. All poles that can be excavated shall be covered eighteen inches (18") below the groundline to three inches (3") above the groundline by an OWNER approved preservative. Poles that cannot be excavated shall be treated with fumigants according to Sections 8.3 and 8.4. The preservative is to be covered by an OWNER approved moisture barrier to retain the preservative that shall extend one inch (1") above the treated area and go around the pole with a four inch (4") overlap which is to be stapled to the pole. Follow manufacturer's recommendations.

Osmose Utilities Services, Inc.

EXHIBIT A

WOOD POLE RESTORATION WITH STEEL TRUSSES SPECIFICATION

When obstructions occur, such as fences, curbs, walls, cable risers, interfering ground rods, etc., the preservative shall be carefully applied near the obstructions and the moisture barrier wrapped as close to the obstructions as possible. Such conditions shall be recorded.

Acceptable preservative paste formulations are:

MP500-EXT	
Ingredients	Amount
Copper Carbonate (Metallic Copper Equivalent is 1%)	1.73%
Sodium Tetraborate Decahydrate	43.7%
Inert Ingredients	54.57%
Total	100.00%

8.2 Internal Treatment

All rejected poles to be reinforced must be internally treated if internal decay is detected. At least nine (9), three-eighths inch (3/8") diameter holes shall be bored to the center of the pole starting from groundline in a spiral fashion to just above the reinforcing steel. The internal treatment shall be applied to all holes bored with a minimum of forty (40) PSI pressure. The material shall be pumped into the bottom hole until it is noticed at the next higher hole. This hole is then plugged and additional preservative pumped into the cavity until it is noticed at the next higher hole. This procedure is followed until the cavity is filled. All holes must be plugged with tight fitting plastic plugs or pressure treated wooden dowels.

Appropriate safety equipment must be used when applying internal treatment. Avoid splashing onto the surrounding area.

Internal treatments shall have the following chemical compositions (fumigants cannot be substituted):

Hollow Heart® CB Dilute Solution	
Ingredients	Amount
Copper Ethanolamine Complex (Equivalent to 2% Copper Metal)	5.84%
Disodium Octaborate Tetrahydrate	5.0%

8.3 Fumigant Treatment

Fumigants are used for treatment of solid wood and should be applied above the decayed area when specified. Fumigants should be applied to poles that cannot be excavated and externally treated according to Section 8.1.

Acceptable fumigants will have one (1) of the following chemical compositions:

Osmose Utilities Services, Inc.

EXHIBIT A

WOOD POLE RESTORATION WITH STEEL TRUSSES SPECIFICATION

MITC-FUME® (Contains 97% Methylisothiocyanate)	
Pole Circumference (Inches)	Number of Holes Drilled
28 or less	Two holes spaced 120° apart and 6" to 8" higher than the previously bored hole.
29 to 35	Three holes spaced 120° apart and 6" to 8" higher than the previously bored hole.
36 to 49	Four holes spaced 90° apart and 6" to 8" higher than the previously bored hole.
50 to 59	Five holes spaced 70° apart and 6" to 8" higher than the previously bored hole.
60 to 69	Six holes spaced 60° apart and 4" to 6" higher than the previously bored hole.
70 to 79	Seven holes, the first two at groundline 180° apart, and the remaining five spaced 60° apart and 4" to 6" higher than the previously bored hole).
80 to 90	Eight holes, the first two at groundline 180° apart, and the remaining six spaced 50° apart and 4" to 6" higher than the previously bored hole.
Greater than 90	Nine holes, the first two at groundline 180° apart, and the remaining seven spaced 45° apart and 4" to 6" higher than the previously bored hole.

8.4 Fumigant Application

Fumigants shall be applied as follows:

- Boring diameter, hole length and fumigant application rate shall be as specified on EPA approved label
- Borings shall be directed toward the center of the pole at an angle of no less than forty-five degrees (45°)
- Care should be taken to avoid going through the pole or seasoning checks
- Borings shall start at the appropriate location and shall be evenly spaced up the pole in a spiral pattern. No less than six (6) vertical inches shall separate adjacent holes.
- Application holes shall be plugged with tight fitting removable plastic plugs or treated wood dowels.

8.5 Re-treatment of Reinforced Poles

It is the OWNER's goal to re-treat all reinforced poles during the re-inspection process. A pole that has a single truss shall be groundline treated and also internally treated. Double trussed poles shall be internally treated.

Osmose Utilities Services, Inc.
EXHIBIT A
WOOD POLE RESTORATION WITH STEEL TRUSSES SPECIFICATION

9.0 REINFORCING MATERIALS

9.1 Osmo-C-Truss™

Please note the following about the Osmo-C-Truss:

- Minimum yield strength is 80,000 PSI for the 980, 1080, 1180, 1280, 1380, 1480, 1580 and 1680. Minimum yield strength is 100,000 PSI for 5100.
- Galvanized per ASTM Specification A-123 Grade 75
- Date of manufacture and size of truss must be permanently stamped into exterior surface approximately twelve inches (12") from the top of the truss
- Truss designations include 5100, 980, 1080, 1180, 1280, 1380, 1480, 1580 and 1680
- Banding to be two inches by forty-four thousandths of an inch (2" x .044") minimum with minimum load strength for each single wrap of 10,000 pounds. A hot dip galvanized coating must be two ounces (2 oz.) per square foot.
- Two (2) seals used for each band, each seal to be crimped (not notched) two (2) times for a joint efficiency of ninety-five percent (95%). Seals are hot dip galvanized.

9.2 Osmo-C2-Truss™

Please note the following about the Osmo-C2-Truss:

- Minimum yield strength is 100,000 PSI
- Galvanized per ASTM Specification A-123 Grade 100
- Date of manufacture and size of truss must be permanently stamped into exterior surface approximately twelve inches (12") from the top of the truss
- Truss designations include C2-36, C2-49, C2-56 and C2-71
- Banding to be two inches by forty-four thousandths of an inch (2" x .044") minimum with minimum load strength for each single wrap of 10,000 pounds. A hot dip galvanized coating must be two ounces (2 oz.) per square foot
- Either two (2), 2-15/16" seals or one (1), five inch (5") seal are used for each band, each 2-15/16" seal is to be crimped (not notched), two (2) times and each five inch (5") seal is to be crimped (not notched), four (4) times. Seals are hot dip galvanized

Osmose Utilities Services, Inc.

EXHIBIT A

WOOD POLE RESTORATION WITH STEEL TRUSSES SPECIFICATION

10.0 ACCESSIBILITY

The pressurized treating and reinforcing equipment must be capable of operating a minimum of two-hundred and fifty feet (250') from the reinforcing truck. Poles not accessible with pressured equipment are serviceable with alternate equipment the CONTRACTOR can provide when necessary.

11.0 DETERMINING SIZE OF OSMO-C-TRUSS AND OSMO-C2-TRUSS

Steel trusses must be of sufficient size to provide adequate strength as defined by National Electrical Safety Code (NESC) requirements. The NESC states that poles adhering to Rule 250B shall be rehabilitated to a strength greater than 2/3 of that required when installed. In California, the truss strength must meet or exceed the requirements of General Order No. 95 or the NESC.

Each size truss is limited to a minimum pole circumference for proper reinforcement.

Standard truss lengths are specified for each cross-sectional size (see Table 1). Standard truss lengths are based on four inches (4") of shell at a distance above ground equal to half the length of the truss. If it is necessary to extend the top of the truss above the standard distance from ground, the length of the truss will be increased.

Tall trusses and double trusses require additional equipment such as pike poles to ensure worker safety during installation.

A truss cannot be used below its groundline pole circumference limitation in accordance with the following:

Table 1

C2 Truss Size	C2-36	C2-49	C2-56	C2-71
Minimum Pole Circumference at Groundline	22.75"	28.5"	32"	33.5"
Standard Length (ft)	10'	10'	10'	10'
Tall Truss Length Options (ft)	13'	13'	13'	13'

C Truss Size	5	9	10	11	12	13	14	15	16
Minimum Pole Circumference at Groundline	18"	29.75"	33.75"	36.5"	39.25"	43"	45.25"	48.75"	52"
Standard Length (ft)	10'	10'	11'	11'	11'	11'	13'	13'	13'
Tall Truss Length Options (ft)	13'	13'	13'	13'	13'	13'	-	-	-

*Custom lengths are available upon request and should be handled with separate proposals.

11.1 CONTRACTOR Provided Information

CONTRACTOR must provide information as follows:

- Quantity and size of truss used for each class and length pole
- Range of truss sizes
- Theoretical strength of each size truss
- Available lengths for each truss size

Osmose Utilities Services, Inc.

EXHIBIT A

WOOD POLE RESTORATION WITH STEEL TRUSSES SPECIFICATION

12.0 TEMPORARY REINFORCING OF POLES

At the discretion of the OWNER's representative, rejected poles may be temporarily reinforced prior to replacement. It is not necessary that a temporarily reinforced pole be externally treated, but it should be internally treated with an approved internal treating solution as outlined in Section 8.2.

Trusses, as specified in *Table 1* above, should also be used for temporary reinforcing of poles.

13.0 INSTALLATION OF STEEL TRUSSES

The trusses are to be positioned on the pole as shown in *Figure 3* below. Care should be taken when installing a steel truss to avoid damaging any part of the grounding system or other underground facilities.

Trusses are driven to a depth which develops adequate anchoring below the decay zone. During installation the truss must be held tightly against the pole to insure a good working unit. Installer will maintain the driving depth shown in *Figure 4* and *5* regardless of total length of the truss unless:

- When driven to refusal, it is permissible to leave trusses one (1) foot higher than stated, and therefore one (1) foot shallower, as listed in *Figure 4* and *5*.
- On shallow set poles, as determined by pole brand, it is permissible to leave trusses more than one (1) foot higher when driven to the butt of the pole.

A minimum of four (4) bands are used to secure the truss to the pole above ground (see *Figure 4* and *5* below).

Poles with less than 50% remaining circumference shall be braced using pike poles or some other method to support the pole during the truss installation.

13.1 Osmo-C-Truss Banding

Figure 4 and 5 below shows a complete listing of banding requirements for each truss size along with truss heights and depths.

Each double band must be double wrapped around the pole through the seal and then pulled tight with a pneumatic tensioner rated at 2,000 pound force, one-hundred (100) PSI air pressure.

Each Osmo-C-Truss band will be fastened with two (2) seals. Each seal is crimped twice with a pneumatic crimper operating on ninety (90) PSI air supply giving ninety-five percent (95%) average joint efficiency. The seals must remain flat against the pole, not becoming "C-shaped." Osmose supplied hand tensioners and crimpers can be used in the event that pneumatic tools cannot be used.

13.2 Osmo-C2-Truss Banding

The Osmo-C2-Truss bands (as described in *Section 9.2* above) for a pole with a C2-36, C2-49, or C2-56 truss are wrapped once around the pole and pulled tight with a pneumatic tensioner rated at 2,000 pound force, one-hundred (100) PSI air pressure. The C2-71 requires six (6) single bands or four (4) double bands. *Figure 4 and 5* below shows a complete listing of banding requirements along with truss heights and depths.

Osmose Utilities Services, Inc.

EXHIBIT A

WOOD POLE RESTORATION WITH STEEL TRUSSES SPECIFICATION

Each double band must be double wrapped around the pole through the seal and then pulled tight with a pneumatic tensioner rated at 2,000 pound force, one-hundred (100) PSI air pressure.

Each Osmo-C2-Truss band will be fastened with two (2), 2-15/16" seals or one (1), five inch (5") seal. Each 2-15/16" seal is crimped (not notched) two (2) times and each five inch (5") seal is crimped (not notched) four (4) times with a pneumatic crimper operating on ninety (90) PSI air supply. The seals must remain flat against the pole, not becoming "C-shaped." Osmose supplied hand tensioners and crimpers can be used in the event that pneumatic tools cannot be used.

14.0 TAGGING

All poles shall be tagged with an OWNER approved tag indicating CONTRACTOR's name and year reinforced.

15.0 EXCEPTIONS

Exceptions to this Specification will be considered but are subject to written approval by the OWNER and the CONTRACTOR.

16.0 STORAGE ON OWNER'S PROPERTY

The OWNER will allow storage of the CONTRACTOR's equipment and material on the OWNER's property.

17.0 CONFORMANCE TO EPA, OSHA AND DOT STANDARDS

Documentation of CONTRACTOR's policies for conforming to EPA, OSHA, and DOT regulations can be supplied upon request. Examples may include the following:

- All operating policies for crew members regarding preservative handling and the disposal of empty containers used during reinforcing and pole treatment
- Standards for truck-mounted equipment to provide safe storage and pumping of internal treatment
- Standards for labeling trucks properly
- Material Safety Data Sheets must be supplied for all preservatives used

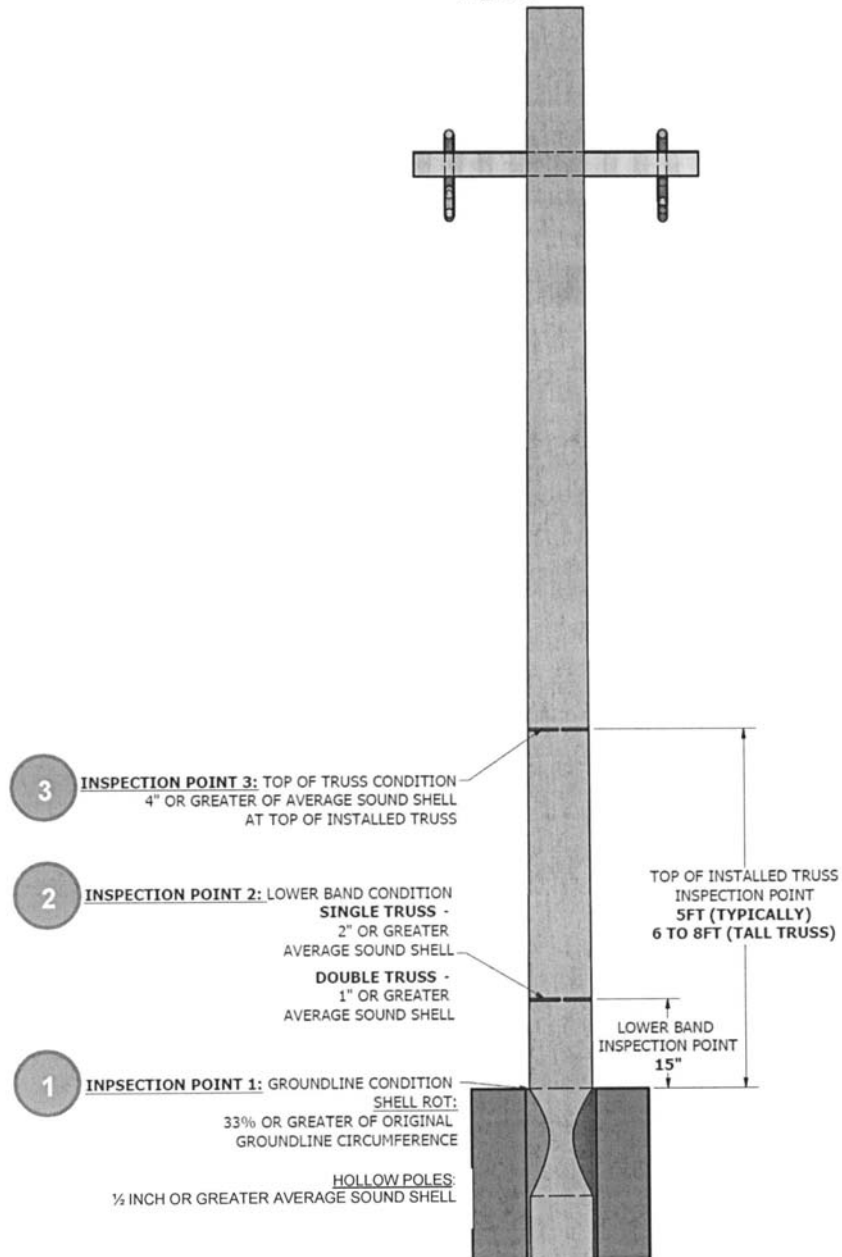
CONTRACTOR's personnel must wear prescribed safety clothing, safety equipment and observe safe practices according to the above Specification.

18.0 TEST RESULTS

Any product or system being proposed which has not been previously approved by the OWNER, the owner may request destructive test results included with the proposal.

Osmose Utilities Services, Inc.
EXHIBIT A
WOOD POLE RESTORATION WITH STEEL TRUSSES SPECIFICATION

Figure 1

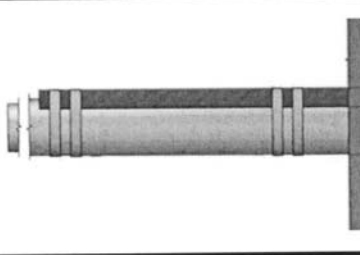
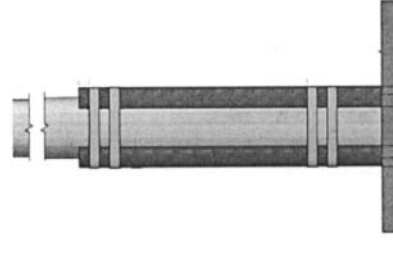
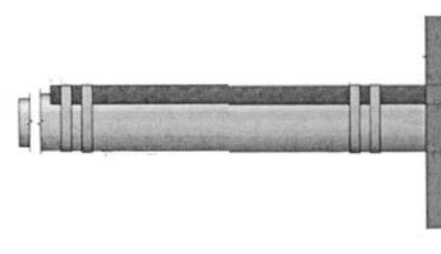
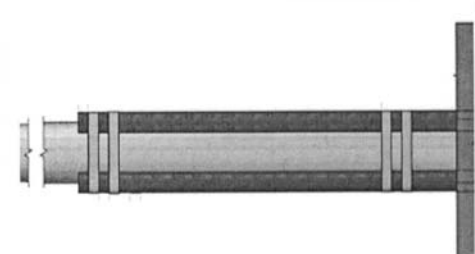


Osmose Utilities Services, Inc.

EXHIBIT A

WOOD POLE RESTORATION WITH STEEL TRUSSES SPECIFICATION

Figure 2.

	Single Standard Truss	Double Standard Truss	Single Tall Truss	Double Tall Truss
Required Average Sound Shell at Lower Bands	2" or greater average sound shell 15" above ground	1" to less than 2" average sound shell 15" above ground	2" or greater average sound shell 15" above ground	1" to less than 2" average sound shell 15" above ground
Required Average Sound Shell at Top of Truss	4" or greater average sound shell at top of installed truss	4" or greater average sound shell at top of installed truss	4" or greater average sound shell 6ft to 8ft above ground	4" or greater average sound shell 6ft to 8ft above ground
Allowable Shell Rot	Remaining Circumference 33% or greater than original circumference	Remaining Circumference 33% or greater than original circumference	Remaining Circumference 33% or greater than original circumference	Remaining Circumference 33% or greater than original circumference
				

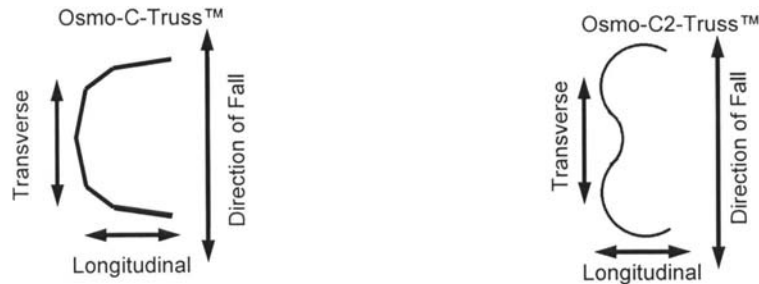
*The average sound shell requirements listed above are for wood poles up to and including 65ft in length. All poles 70ft in length and above shall add 1" to the average sound shell requirements described below

Osmose Utilities Services, Inc.
EXHIBIT A
WOOD POLE RESTORATION WITH STEEL TRUSSES SPECIFICATION

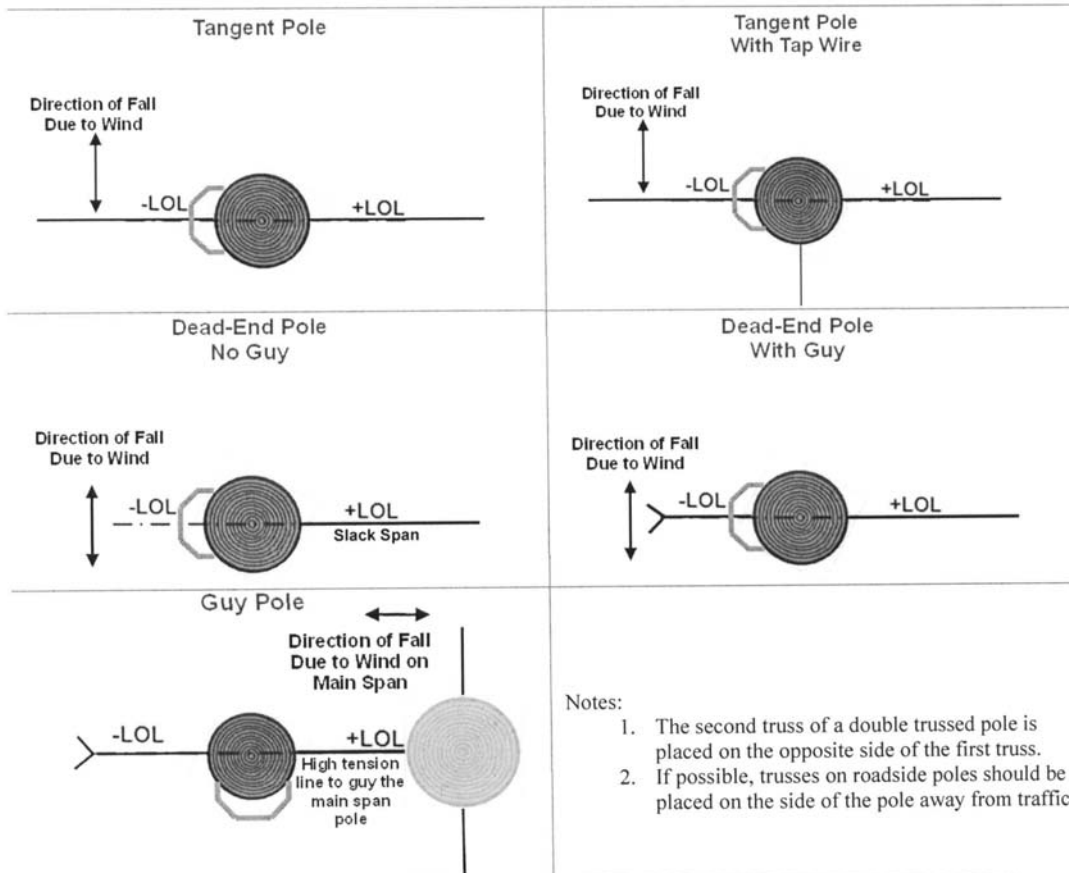
Figure 3

TRUSS ORIENTATION ON A POLE

The direction of fall should be supported by the sideways (transverse) bending strength of the Truss. The direction of fall is defined as the probable direction of fall due to wind load.



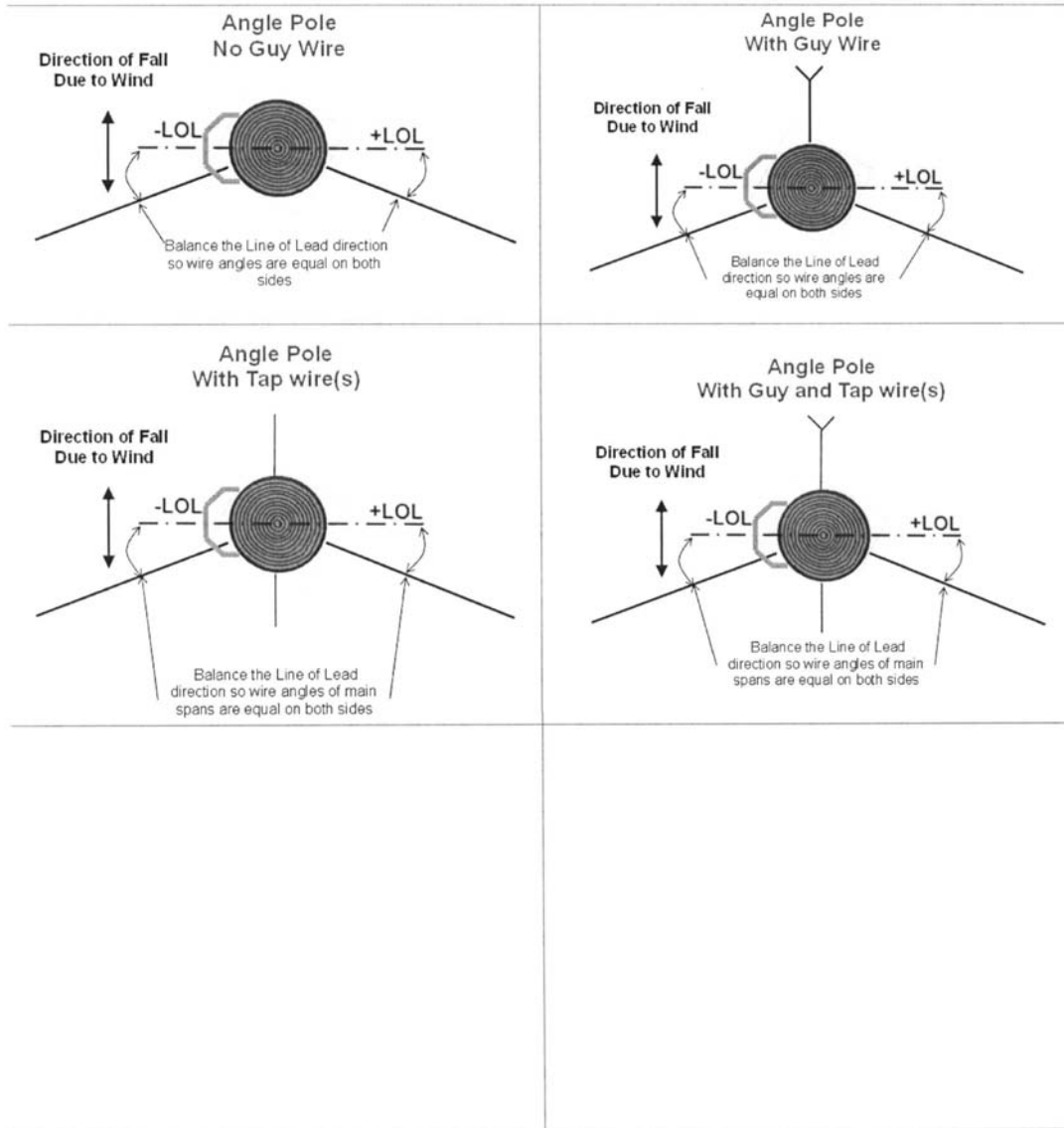
Tangent Poles and Dead End Poles



- Notes:
1. The second truss of a double trussed pole is placed on the opposite side of the first truss.
 2. If possible, trusses on roadside poles should be placed on the side of the pole away from traffic.

Osmose Utilities Services, Inc.
EXHIBIT A
WOOD POLE RESTORATION WITH STEEL TRUSSES SPECIFICATION

Angle Poles

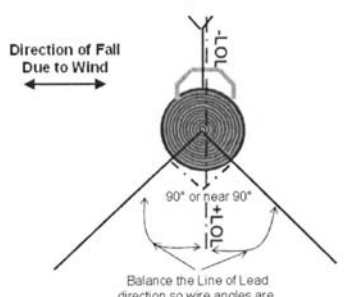
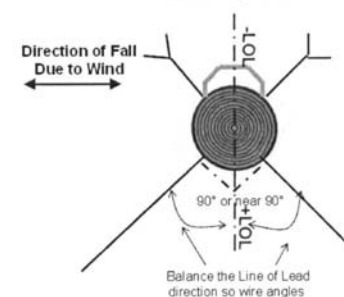


NOTES:

1. The second truss of a double trussed pole is placed on the opposite side of the first truss.
2. If possible, trusses on roadside poles should be placed on the side of the pole away from traffic.
3. Angle poles probable direction of fall is perpendicular to the line of lead as shown in the diagrams.

Osmose Utilities Services, Inc.
EXHIBIT A
WOOD POLE RESTORATION WITH STEEL TRUSSES SPECIFICATION

Corner Poles (90°)

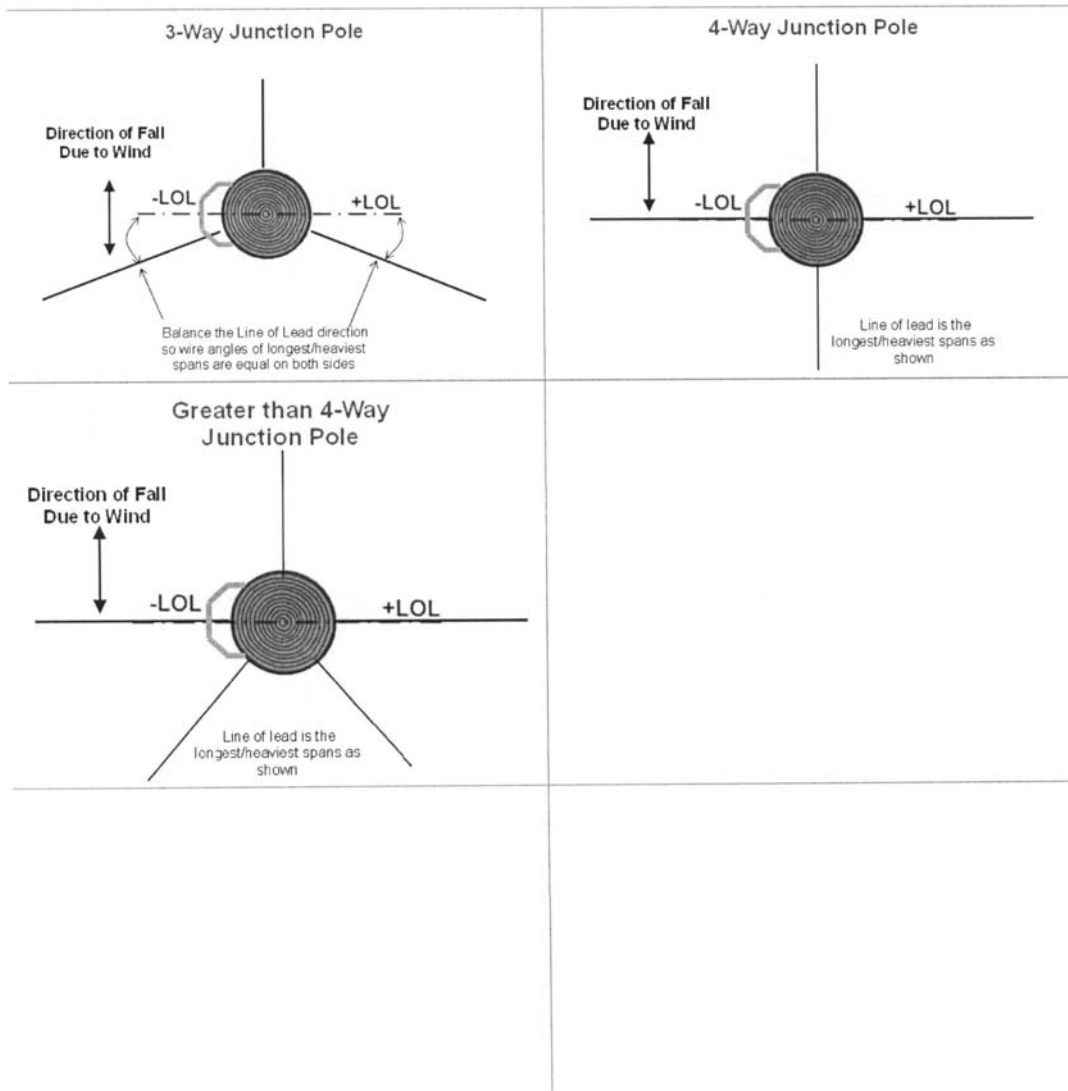
Corner Pole Guy Wire 	Corner Pole With Guy Wires 

NOTES:

1. The second truss of a double trussed pole is placed on the opposite side of the first truss.
2. If possible, trusses on roadside poles should be placed on the side of the pole away from traffic.
3. Corner poles probable direction of fall is perpendicular to the line of lead as shown in the diagrams.

Osmose Utilities Services, Inc.
EXHIBIT A
WOOD POLE RESTORATION WITH STEEL TRUSSES SPECIFICATION

Junction Poles

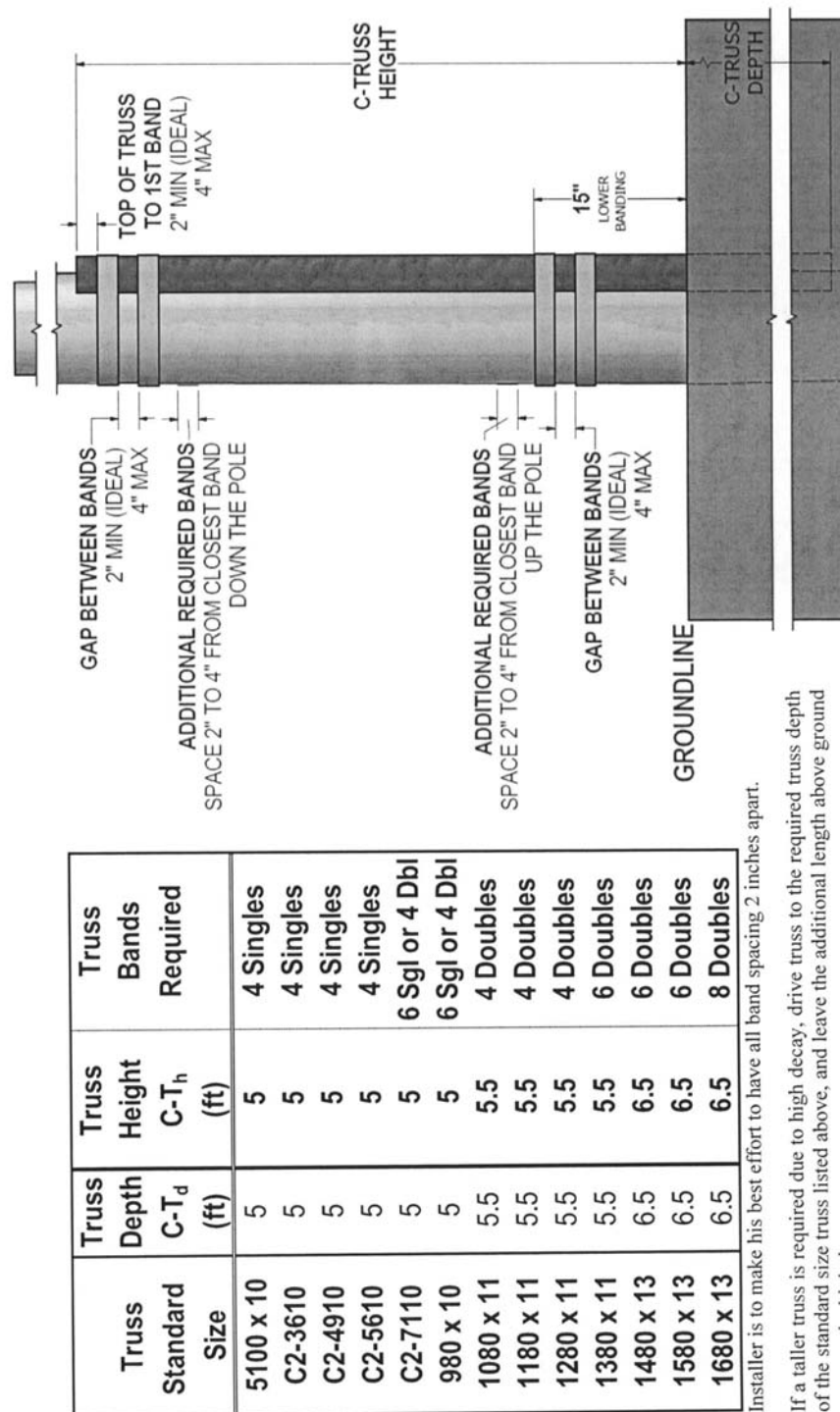


NOTES:

1. The second truss of a double trussed pole is placed on the opposite side of the first truss.
2. If possible, trusses on roadside poles should be placed on the side of the pole away from traffic.
3. A Junction pole's probable direction of fall is perpendicular to the line of lead that is the longest/heaviest wire span.
4. When a junction pole has similar span lengths in all directions the worst case wind load is perpendicular to direction of the highest wire span line of lead

Osmose Utilities Services, Inc.
EXHIBIT A
WOOD POLE RESTORATION WITH STEEL TRUSSES SPECIFICATION

Figure 4
C-Truss and C2-Truss™ and Banding – Single Truss Installation Diagram



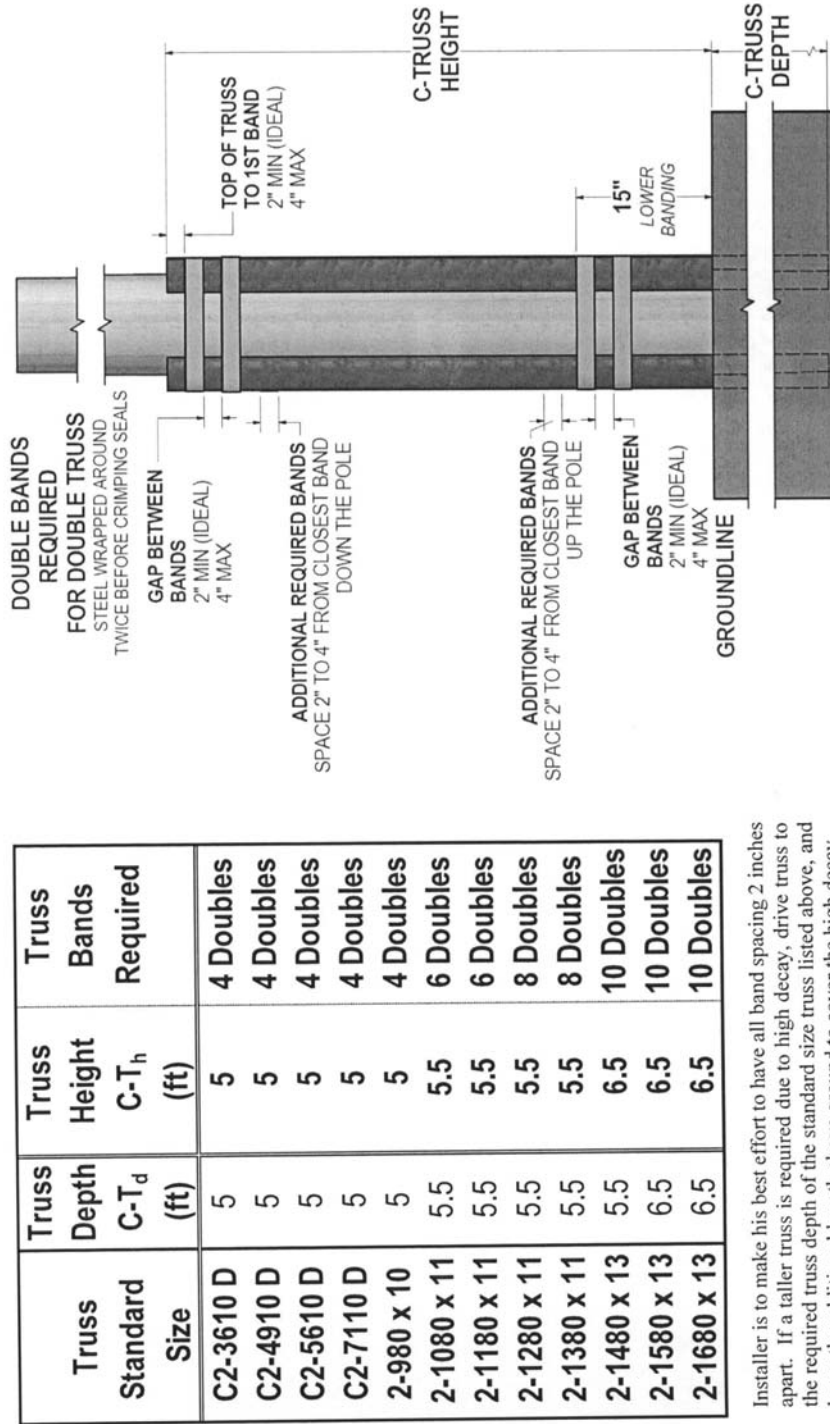
Osmose Utilities Services, Inc.

EXHIBIT A

WOOD POLE RESTORATION WITH STEEL TRUSSES SPECIFICATION

Figure 5

C-Truss and C2-Truss™ and Banding – Double Truss Installation Diagram



Installer is to make his best effort to have all band spacing 2 inches apart. If a taller truss is required due to high decay, drive truss to the required truss depth of the standard size truss listed above, and leave the additional length above ground to cover the high decay.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/25/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Niagara Risk Management, Inc 726 Exchange Street Suite 900 Buffalo NY 14210		CONTACT NAME: Christie Geiger PHONE (A/C No. Ext.): (716) 819-5500 FAX (A/C No.): (716) 819-5140 E-MAIL ADDRESS: Christie.Geiger@fnrm.com															
INSURED Osmose Utilities Services Inc 635 Highway 74 Peachtree City GA 30269		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Zurich American Insurance</td><td>16535</td></tr><tr><td>INSURER B: Lloyd's of London</td><td>15792</td></tr><tr><td>INSURER C: American Guarantee & Liability</td><td>26247</td></tr><tr><td>INSURER D: Travelers Property Casualty Co</td><td>25674</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance	16535	INSURER B: Lloyd's of London	15792	INSURER C: American Guarantee & Liability	26247	INSURER D: Travelers Property Casualty Co	25674	INSURER E:		INSURER F:	
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INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 15-16 OUS

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability ☒ XCU included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC	X	X	GLO 0381439 00	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X	X	BAP 0381440 00	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X	X	BE 44196660 AEC0173836-01	7/1/2015 7/1/2015	7/1/2018 7/1/2016	EACH OCCURRENCE \$ 50,000,000 AGGREGATE \$ 50,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N/A	X		WC 03821438 00	7/1/2015	7/1/2016	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			POSM00115/POSM00215	7/1/2015	7/1/2016	Per claim/agg 3,000,000
D	Lease Rented Equipment			P-630-6E274546-TIL-15	7/1/2015	7/1/2016	Pet Item 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Confirmation of Coverage

Certificate Holder is an Additional Insured on a primary and non-contributory basis in regard to the above Liability coverage(s) when required by executed written contract. A Waiver of Subrogation is included when required by executed contract.

CERTIFICATE HOLDERCity of Bentonville
608 Southeast Third Street
Bentonville, AR 72712**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

M Bonetto/CGEIGE

ACORD 25 (2010/05)

INS025 (201005) 01

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RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
OSMOSE FOR POLE RESORATION AND ENGINEERING
FOR THE BENTONVILLE ELECTRIC DEPARTMENT.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an agreement with Osmose to provide pole restoration and engineering services for the City of Electric Department in the amount of \$34,000.00, as per the proposal 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 _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 12, 2016

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of an ordinance waiving competitive bid and authorizing the Mayor and City Clerk to enter into an agreement for services with Downtown Bentonville, Inc.

COST TO CITY:

Cost of this Request: \$60,000

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>1/16/2015</u>		
Requested by:	<u>David Wright</u>		
Department:	<u>Parks and Recreation</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u></u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u></u>		
	<u></u>		
	<u></u>		
Amount:	Base Amount:	\$	<u>60,000.00</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>60,000.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Agreement is with Downtown Bentonville, Inc. (DBI) for services provided to citizens and visitors of Bentonville. These service include produing major community event that include Farmers Market and First Friday events. DBI is a local, qualified firm who will plan, promote and manage the events for the City at a rate less expensive than managing with City Staff.			
<u></u> Department Head		<u></u> Director of Finance & Administration	
Revised 6-18-99			

Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: January 6, 2016
Re: City Council approval of an ordinance waiving competitive bidding and authorizing the Mayor and City Clerk to enter into an agreement for services with Downtown Bentonville, Inc.

City Staff is seeking City Council's approval of an ordinance, waiving competitive bidding for services and authorizing the Mayor and City Clerk to enter into an agreement with Downtown Bentonville, Inc (DBI).

This agreement, similar to the agreement of previous years, authorizes DBI to produce and charge fees for family friendly, community based events on / around the Downtown Bentonville Square. These events include Farmers Markets, First Fridays, the Art and Culinary Festival, the Lighting of the Square and the Christmas Parade. While the City will support these events, the contract states the responsibility falls on DBI to plan, promote, produce and evaluate these events annually. In addition to these major events, DBI is responsible for creating and maintaining a public calendar of events held on or / the Square. Finally, DBI staff is required to attend the monthly Traffic, Safety and Signage Committee. This allows for further coordination of events, if necessary.

As stated, City of Bentonville Staff provides manpower and support for each of these community events. For example, Police and Fire are present and attend to emergency situations during each public event. Parks and Recreation Staff provides set up and tear down support, as well as trash control during each event. This contribution is significant to our operating budget, so these services are outlined in the agreement.

Staff members from DBI and the City of Bentonville have thoroughly reviewed the agreement. Both parties have expressed they are satisfied with the agreement and believe it lays a solid foundation for a working relationship for these programs and events.

This agreement is a two year agreement, for 2015-16. It is retroactive for all of 2015. The contract was put on hold during 2015 as the City awaited clarification from an Arkansas judicial decision regarding payment for such services. With that issue resolved, and the contract rewritten to meet legal requirements, the parties are now ready to formalize the agreement. DBI did provide these services during 2015, and the 2015 budgeted funds were rolled into 2016 in anticipation of payment. The total value of the agreement is

\$60,000. This fee represents a \$30,000 annual fee. Once this ordinance becomes law, the City of Bentonville will issue a \$30,000 payment for 2015. The 2016 funds will be paid in June and December of this year.

There were many City of Bentonville Staff members who contributed to this agreement and agenda item. If you have any questions regarding this item, please email me at dwright@bentonvillear.com. If I cannot answer your question(s), I will forward them to the appropriate department.

Attachments:

Request for Bid Waiver

Agreement for Services with Downtown Bentonville, Inc.

**AGREEMENT FOR
DOWNTOWN BENTONVILLE, INC.
PROGRAM FOR THE
CITY OF BENTONVILLE, AR**

Downtown Bentonville, Inc. (DBI), a not-for-profit entity, shall provide services to the City of Bentonville (City), in exchange for consideration from the City.

This contract outlines the services provided to the City by DBI.

General services will include the development and implementation of strategies and plans for downtown Bentonville and enhancements that will include, but are not limited to, infrastructure, events, marketing, communications, business recruitment and other economic development activities.

Specific services provided by DBI will include:

Event Production, Coordination and Administration

- A. Coordinate master public event calendar and coordinate approval process for all public realm events held on or surrounding the Bentonville Square. This role includes ensuring that proposed events comply with existing laws and regulations and meet with the approval of the City, including the Police Department, the Fire Department, the Parks and Recreation Department, the Street Department, the Community Development Department, the Legal Department and any other department that may be impacted.
- B. Provide a central contact point (via designated employee) for event coordination. Said employee shall also attend all City of Bentonville Traffic Safety and Signage Committee meetings.
- C. Produce and direct the following events for the City of Bentonville on the Bentonville Square:
 - 28 Farmers Market Events;
 - 8 Bentonville First Fridays;
 - the Bentonville Art and Culinary Festival;
 - the Lighting of the Square; and
 - the Christmas Parade.
- D. In addition to these major activities, DBI will also continue to look for means to attract people into the downtown area of Bentonville.

Event Assurances

In order for the City Of Bentonville's Departments to adequately provide assistance and support to DBI public events, DBI shall comply with the following policies:

- A. In addition to the required Traffic Safety and Signage Committee approvals, DBI will provide Bentonville Parks and Recreation, or the appropriate City department, detailed logistical information a minimum of two weeks prior to each event. This information should include, but not limited to, beginning and ending times for said program(s).
- B. City support staff, when needed, will remain on site a maximum of one hour after the scheduled end time (two hours for First Friday events). If time exceeds scheduled end time, DBI is responsible to return public site to normal operating conditions: free of trash, debris, compost and other like materials.
- C. DBI is required to bring the public site back to its normal operating conditions at the conclusion of the event. All staging equipment, barricades, supplies, tents, portable restrooms, etc. must be removed immediately following the event. When an event concludes late in the evening, it may be acceptable to have items removed first thing the following morning.
- D. Any equipment required to be staked cannot be staked into the ground or other permanent structures in the Downtown Square area. Equipment shall be anchored with sand bags, water barrels, buckets, or other like item. Damage occurring from failure to comply with this stipulation will be repaired by the appropriate City Department and billed to DBI to include the costs of supplies and labor.
- E. DBI and event vendors must comply with State of Arkansas Health Department regulations. This prohibits food and drink vendors from utilizing the non-domestic water on the Downtown Square. Please note all water faucets in the Downtown Square are non-domestic.
- F. DBI and vendors must also comply with all applicable laws, regulations and public safety codes including but not limited to the Arkansas Fire Prevention Code and the National Electrical Code.
- G. If DBI or event vendors, require additional electric service beyond the existing installed outlets, they must provide their own power source via generator. This service shall comply with the National Electric Code.
- H. No alcoholic beverages will be sold or consumed in connection with City events or at DBI events on the Square or City property.
- I. DBI shall maintain an Emergency Operations Plan approved by the City of Bentonville.

General Administration

Additionally, DBI shall develop data systems to track process and progress of the DBI programs and initiatives and provide a verbal and written year-end report on downtown economic and event activity to the Bentonville City Council

In exchange for the services set forth herein, DBI shall be compensated as follows:

- A. DBI shall receive a payment of Thirty Thousand Dollars (\$30,000) per year directly from the City for work as outlined. This contract shall cover the years of 2015 and 2016, with DBI receiving a payment of \$30,000 in February of 2016 as consideration for services rendered in 2015. DBI shall

receive two payments of \$15,000 each for services rendered in 2016, the first will be payable in June 2016 and the second payable in December 2016.

B. DBI shall also be permitted to charge the following fees from vendors for listed events:

- First Friday Booth: \$75 – For Profit Organization; \$40 – Non Profit Organization
- First Friday Concessions: \$75, plus 10% of gross sales
- Farmers Market Booth: \$90 for 1st session / \$100 for 2nd session / \$90 for 3rd session*, plus 5% of gross sales
- Farmers Market Concessions: Booth fee, plus 5% of gross sales

*1st Session: April 23 – June 25. 2nd Session: July 2 – August 3. 3rd Session: August 10 – October 29.

The City may terminate this agreement if it deems necessary and prudent, and, if such termination occurs, the City shall pay a proportional share of the contract based on the date of termination.

Dated this ____ of _____, 20__.

Downtown Bentonville, Inc.

Bob McCaslin, Mayor
City of Bentonville

Downtown Bentonville, Inc.

Linda Spence, City Clerk
City of Bentonville

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE
CITY CLERK TO ENTER INTO AN AGREEMENT WITH
DOWNTOWN BENTONVILLE INC. FOR EVENT
PRODUCTION AND RELATED SERVICES AND WAIVING
THE REQUIREMENT OF COMPETITIVE BIDDING.**

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Downtown Bentonville Inc. for event production and related services as set forth in the agreement attached hereto as Exhibit A.

Section 2: Because Downtown Bentonville Inc. is uniquely qualified to produce these events due to its mission, its relationship with downtown stakeholders and its working knowledge of producing downtown events, it would be neither practical nor feasible to advertise for competitive bidding, that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 12, 2016

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Request Council authorize the Mayor and Clerk to enter into an agreement with FIS (Sungard) Public Sector and ExecuTime Software, LLC for a Time and Attendance and an Advanced Scheduling System solution (including yearly maintenance fees) for the Parks and Recreation Department.

COST TO CITY:

Cost of this Request: \$55,825

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: January 5, 2016
Re: City Council approval of resolution authorizing the Mayor and City Clerk to enter into an agreement with FIS (Sungard) Public Sector and ExecuTime Software, LLC, for a Time and Attendance and Advance Scheduling Software System solution (including yearly maintenance fees) for Parks and Recreation.

City Staff is seeking City Council's approval of a resolution, authorizing the Mayor and Clerk to enter into an agreement with Sungard and ExecuTime for a Time and Attendance and Advance Scheduling Software System solution for the Parks and Recreation Department.

The Parks and Recreation Department and the Accounting Department is recommending implementing a Time and Attendance and an Advanced Scheduling System which would allow for time management for Parks and Recreation and potentially other departments within the City.

ExecuTime Software, LLC is a preferred software provider with our Payroll / Accounting Software, FIS (Sungard) Public Sector. The solution recommended will allow for time clocks, mobile time entry, scheduling and integration with our current payroll software vendor.

The 2016 Operational Budget included \$55,000 for this software system.

Attachments:
ExecuTime License Agreement
ExecuTime Support Agreement
Pricing Quotes

Quote



Quote Prepared For:
Jonathan Rogers
Bentonville, AR
117 West Central
Bentonville, AR 72712
(479) 271-5911

Quote Prepared By:
Lynn Whidden
1000 Business Center Drive
Lake Mary, FL 32746
Phone: (407) 304-3168 Fax:
Email: lynn.whidden@sungardps.com

Quote Q-00011838 **Date** 12/28/2015 **Valid Until** 02/18/2016

License Fees

Product Code	Product Name	Quantity	Total	Maintenance
TC-Executime	NavLine Time & Attendance Interface-ExecuTime	1	3,375.00	540.00
Totals:			\$3,375.00	\$540.00

Third Party License Fees

Product Code	Product Name	Quantity	Total	Maintenance
EXEC-ADV-SCH	ExecuTime Advanced Scheduling System	1	13,125.00	3,428.00
EXEC-MOBL-ACC	ExecuTime Time & Attendance Mobile Access	1	4,195.00	879.00
EXEC-TIM-ATT	ExecuTime Time & Attendance	1	15,750.00	4,125.00
Totals:			\$33,070.00	\$8,432.00

Professional Services

Product Code	Product Name	Proj Mgmt	Install/Tech	Training	Impl Svcs	Consulting	Development	Total Services
TC-Executime	NavLine Time & Attendance Interface-ExecuTime	-	1,600.00	-	-	-	-	1,600.00
Totals:		\$0.00	\$1,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,600.00

Third Party Services Performed By FIS Public Sector

Product Code	Product Name	Proj Mgmt	Install/Tech	Training	Impl Svcs	Consulting	Development	Total Services
EXEC-ADV-SCH	ExecuTime Advanced Scheduling System	640.00	-	-	8,000.00	-	-	8,640.00
EXEC-TIM-ATT	ExecuTime Time & Attendance	640.00	-	-	8,500.00	-	-	9,140.00
Totals:		\$1,280.00	\$0.00	\$0.00	\$16,500.00	\$0.00	\$0.00	\$17,780.00

FIS Public Sector Products and Services

License Fees (No Third Party):	\$3,375.00
Professional Services:	\$2,880.00
Maintenance:	\$540.00

Confidential

Third Party Products and Services	
Third Party License Fees:	\$33,070.00
Third Party Professional Services:	\$16,500.00
Maintenance:	\$8,432.00
Quote Total:	\$55,825.00
Product Notes	
EXEC-ADV-SCH: Project management is performed by FIS Public Sector. Implementation services are performed by ExecuTime.	
EXEC-MOBL-ACC: Implementation services are performed by ExecuTime.	
EXEC-TIM-ATT: Project management is performed by FIS Public Sector. Implementation services are performed by ExecuTime. Time clocks are available and can be purchased directly through ExecuTime.	
Payment terms as follows, unless otherwise noted below for Special Payment Terms by Product:	
License, Project Planning, Project Management, Third Party Product Software, Third Party Maintenance and any Hardware is 100% upon execution. Third Party Service fees due 50% upon execution and 50% due upon completion.	
Unless otherwise provided, all other Professional Services and Travel & Living expenses are due monthly, as such services are delivered. Additional services, if requested will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.	
Annual Subscription Fee(s): Initial annual subscription fees are due 100% on the Execution Date. The initial annual subscription term for any subscription product(s) listed above shall commence on the Execution Date of this Agreement and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by SunGard Public Sector in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.	
SunGard Public Sector Application Annual Support: Customer is committed to the initial term of Maintenance and Support Services for which the support fee is included in the License fee(s) and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Support fees shown are for the second term of support for which SunGard Public Sector is committed and which shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then-prevailing rate. Subsequent terms will renew automatically until such time SunGard Public Sector receives written notice from the Customer thirty (30) days prior to the expiration of the then current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.	
Third Party Product Annual Support Fees: The support fee for the initial annual period is included in the applicable Third Party Product License fees(s) unless otherwise stated. Subsequent terms invoiced by SunGard Public Sector will renew automatically at then-prevailing rates until such time SunGard Public Sector receives written notice of non-renewal from the Customer ninety (90) days in advance of the expiration of the then-current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal. As applicable for certain Third Party Products that are invoiced directly by the third party to Customer, payment terms for any renewal term(s) of support shall be as provided by the third party to Customer.	
Special Payment Terms by Product:	
EXEC-ADV-SCH: ExecuTime Advanced Scheduling System (EXEC-ADV-SCH) Payment Terms:	
License, Maintenance, Project Planning, Project Management, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Implementation of Third Party Product Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, all other Professional Services and Travel & Living expenses are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.	

EXEC-MOBL-ACC: ExecuTime Time & Attendance Mobile Access (EXEC-MOBL-ACC) Payment Terms:
License, Maintenance, Project Planning, Project Management, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Implementation at Third Party Product Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, all other Professional Services and Travel & Living expenses are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.
EXEC-TIM-ATT: ExecuTime Time & Attendance (EXEC-TIM-ATT) Payment Terms:
License, Maintenance, Project Planning, Project Management, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Implementation at Third Party Product Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, all other Professional Services and Travel & Living expenses are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.
Additional Terms
This Quote constitutes an Amendment to the Software License & Services Agreement and the Maintenance/Support Agreement (together, the "Contract and Agreement") by and between the parties hereto. The product and pricing information detailed above comprises the "Exhibit 1" schedule or "Supplement" attached to this Amendment. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect.
Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.
The Component Systems identified above are "Licensed Programs" or "Licensed Systems" licensed by SunGard Public Sector and are provided in and may be used in machine-readable object code form only.
Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses are in addition to the prices quoted above and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy.
The date of delivery is the date on which SunGard Public Sector delivers, F.O.B. SunGard Public Sector's place of shipment, the Component Systems to Customer.
The SunGard Public Sector application software warranty shall be for a period of one (1) year after delivery. There is no Testing and Acceptance period on the Licensed System(s) herein.
Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by SunGard Public Sector to Customer.
Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). SunGard Public Sector makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.
This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, SunGard Public Sector reserves the right to adjust this proposal to reflect those changes.
Should Customer terminate this agreement per any "Term of Contract" Section of the Contract and Agreement, as may be applicable for certain customers, Customer agrees to pay, immediately upon termination, the remaining balance for all hardware, software, and services delivered prior to the termination date together with travel reimbursements, if any, related to the foregoing. Notwithstanding any language in the Contract and Agreement to the contrary, the purchase of support services is NOT

necessary for the continuation of Customer's License.

Pricing for professional services provided under this quote is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Quote. The total amount that Customer will pay for these services will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current rates for the services at issue.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

Additional Terms:

This Quote constitutes an Amendment to the Software License & Services Agreement and the Maintenance/Support Agreement (together, the "Contract and Agreement") by and between the parties hereto. The product and pricing information detailed above comprises the "Exhibit 1" schedule or "Supplement" attached to this Amendment. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect.

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

The Component Systems identified above are "Licensed Programs" or "Licensed Systems" licensed by SunGard Public Sector and are provided in and may be used in machine-readable object code form only.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses are in addition to the prices quoted above and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy.

The date of delivery is the date on which SunGard Public Sector delivers, F.O.B. SunGard Public Sector's place of shipment, the Component Systems to Customer.

The SunGard Public Sector application software warranty shall be for a period of one (1) year after delivery. There is no Testing and Acceptance period on the Licensed System(s) herein.

Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by SunGard Public Sector to Customer.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). SunGard Public Sector makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, SunGard Public Sector reserves the right to adjust this proposal to reflect those changes.

Should Customer terminate this agreement per any "Term of Contract" Section of the Contract and Agreement, as may be applicable for certain customers, Customer agrees to pay, immediately upon termination, the remaining balance for all hardware, software, and services delivered prior to the termination date together with travel reimbursements, if any, related to the foregoing. Notwithstanding any language in the Contract and Agreement to the contrary, the purchase of support services is NOT necessary for the continuation of Customer's License.

Pricing for professional services provided under this quote is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Quote. The total amount that Customer will pay for these services will vary based on the actual number of hours of services required to complete the services. If

required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current rates for the services at issue. For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

Bentonville, AR

Authorized Signature: _____

Date: _____

Printed Name: _____

Confidential

ExecuTime Software, LLC
1601 S Eucalyptus STE 210
Broken Arrow, OK 74012



ExecuTime SOFTWARE SUPPORT AGREEMENT COVER

This Support Agreement ("Agreement"), by and between ExecuTime Software, LLC, a Oklahoma limited liability company, hereinafter referred to as "ExecuTime," and the organization named below, hereinafter referred to as "Licensee":

City of Bentonville
ORGANIZATION NAME

117 West Central
STREET ADDRESS

Bentonville, AR 72712
CITY/STATE/ZIP

(479) 271-5911
TELEPHONE NUMBER

This Support Agreement applies to the ExecuTime Time & Attendance and Advanced Scheduling Software Systems.

The Support Fee for the Licensed Software is \$ \$ 9,129.00

The Support Term is from 1/1/2016 to 12/31/2016
(Commencement Date: Month of Installation) (Initial Term: 12 Months/Annually)

<u>Time & Attendance w/ Mobile Access</u>	<u>250</u>
Licensed Software	Number of Employees
<u>Advanced Scheduling</u>	<u>250</u>
Licensed Software	Number of Employees

The LICENSEE acknowledges that it has read this Agreement, the terms and conditions of which are set forth on this page and in the ExecuTime Software, LLC Support Agreement Terms and Conditions Document attached hereto, and understands it and agrees to be bound by its terms and conditions. Further, the LICENSEE agrees that it is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

ExecuTime Software, LLC:

LICENSEE:

Kevin Malone
Manager

By:

Name:

Title:

Date:

Date:

ExecuTime Software, LLC
LICENSEE SUPPORT AGREEMENT TERMS AND CONDITIONS

1. This Support Agreement will remain in force from the Commencement Date until the Support Termination Date and will then be automatically extended for annual periods at the current fees. The LICENSEE can terminate this Support Agreement at the end of any Support Period by returning the invoice without payment. (See paragraph 6 of this Support Agreement.) In addition, in the event the parties are unable to reach agreement as to a Solution Design, either party may, upon notice to the other party, terminate this Agreement without liability to the other party, as provided in the Purchase and Sale Agreement between the parties.
2. ExecuTime will provide LICENSEE Licensed Software Support during ExecuTime's normal working hours, Monday – Friday 7:00am – 6:00 pm (CST) on a first-in, first-out basis, based on problem severity ExecuTime will:
 - (a) Provide at ExecuTime's option and on ExecuTime's schedule, periodic error correction and updates to the object code and/or user documentation of the product so as to bring installed applications to a level equivalent with that of the current marketed version of the Licensed Software.
 - (b) Clarify installation and operating instructions contained in the user documentation delivered with the Licensed Software.
 - (c) Assist in the identification of solutions to operating problems being experienced by the LICENSEE with the Licensed Software.
 - (d) Provide problem determination, investigation, and program error correction for verified program errors in the Licensed Software and the Payroll Interface at no additional charge to LICENSEE.
 - (e) Provide data repairs for LICENSEE files and records for data problems CAUSED BY the ExecuTime product at no additional charge to LICENSEE.
 - (f) Provide data repairs for LICENSEE files and records on a "best efforts" basis for data problems NOT CAUSED BY the ExecuTime product at ExecuTime's normal hourly billing rate, currently \$175.00 per hour.
 - (g) If LICENSEE has chosen the Premier Annual Support/Maintenance option, ExecuTime shall provide LICENSEE with Emergency support 24 hours per day, 7 days per week (excluding holidays), provided the call is initiated by one of up to three (3) persons previously designated by LICENSEE. "Emergency" shall be limited to an issue that renders the Licensed Software unusable (as determined by ExecuTime in its sole discretion). All other calls will be billed at ExecuTime's normal hourly billing rate, with a minimum charge of one hour.
3. ExecuTime includes in the category "data problems NOT CAUSED BY the ExecuTime product," data corruption or integrity problems caused by, but not limited to, the following:
 - (a) Equipment malfunction or failure.
 - (b) Failure by LICENSEE to follow procedures and/or instructions contained in the documentation provided with the product or in supplementary documentation provided by ExecuTime.
 - (c) Failure by LICENSEE to follow accepted operating practices (for example, failing to routinely prepare backup data files, powering off or interrupting equipment while programs are executing, etc.).
4. ExecuTime will take due care in responding to each request for LICENSEE Support to assure that the LICENSEE is making proper use of the Licensed Software and that the Licensed Software is operating properly. ExecuTime will use commercially reasonable efforts to locate and correct any identified Licensed Software program defects reported by the LICENSEE.

5. ExecuTime expressly excludes the following services from the Licensed Software Support to be provided under this Support Agreement:
- (a) System configuration and implementation.
 - (b) Operator training.
 - (c) On-site training and LICENSEE assistance visits.
 - (d) Training classes.
 - (e) Licensed software custom modifications.
 - (f) Support of any licensed software product other than the one indicated herein.
6. Payment in full of the appropriate LICENSEE Support Fee shown above must accompany this Support Agreement and be received by ExecuTime prior to commencement of Licensed Software Support under this Support Agreement. An invoice for the applicable LICENSEE Support Fee will be submitted by ExecuTime to LICENSEE prior to the end of each annual renewal period. To cancel the annual renewal, LICENSEE must return the invoice indicating intent to discontinue within (30) days of receipt.
7. Reinstatement of this Support Agreement after having not been in force for sixty (60) days or less will be made with no reinstatement charge retroactive to the date that the Support Agreement was terminated.
8. ExecuTime's liability for damages to the LICENSEE for any cause whatsoever and regardless of the form of actions, whether in contract or in tort including negligence, shall be limited to any actual charges incurred for up to twelve (12) months' Support Fee for the Licensed Software indicated above. Such charges shall be those in effect for the Licensed Software when the cause of action arose.
- In no event will ExecuTime be liable for any damages caused by the LICENSEE's representatives or for any lost revenues or other consequential damages, even if ExecuTime has been advised of the possibility of such damages, or for any claim against the LICENSEE by any party, except as otherwise agreed in the Agreement.
- THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. Except as provided herein, neither this Support Agreement, the services granted hereunder nor any of the Licensed Software materials or copies thereof may be sub-licensed, assigned or transferred by the LICENSEE. Any attempt by LICENSEE to sub-license, assign or transfer any of the rights, duties or obligations under this Support Agreement are void without the written consent of ExecuTime, which consent will not be unreasonably withheld. Notwithstanding the foregoing, this Support Agreement, the services granted hereunder and the Licensed Software materials or copies thereof may be assigned by either party to any successor by reason of merger, reorganization, sale of all or substantially all of the assets, change of control or operation of law.
10. The terms and conditions of this Agreement may be modified by ExecuTime effective on the date of automatic renewal by providing the LICENSEE with one month's prior written notice. Any such modification will apply unless the LICENSEE exercises the option to terminate this Agreement.
- Otherwise, this Agreement can only be modified by a written agreement duly signed by a person authorized to sign agreements on behalf of the LICENSEE and ExecuTime and variance from the terms and conditions of the Agreement in any LICENSEE order or other modification will be of no effect.
11. The LICENSEE represents that it is the Licensee of the Licensed Software under this Support Agreement via the Agreement effected directly with ExecuTime
12. ExecuTime's Licensed Software Support provided outside the scope of this Support Agreement will be furnished at ExecuTime's applicable time and material billing rates and terms then in effect.

13. Neither LICENSEE nor ExecuTime are responsible for failure to fulfill its obligations under this Agreement due to causes beyond either party's reasonable control.
14. No actions, regardless of form arising out of this Support Agreement may be brought by either party more than two (2) years after the cause of actions have arisen, or in the area of nonpayment, more than two (2) years from the date of the last payment.
15. Any action or proceeding seeking to enforce, or to construe or determine the validity of, any term or provision of this Support Agreement, or based on any right arising out of this Agreement, shall be brought by or against a party only in the District Court in and for the County of Otero, State of New Mexico, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.
16. This Support Agreement shall be governed by the laws of the State of New Mexico both as to interpretation and performance.
17. If any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Support Agreement did not contain the particular part, term or provision that is held to be invalid.
18. The parties agree that should either of them default in any of the covenants or agreements contained herein, the prevailing party shall be entitled to all costs and expenses including a reasonable attorney's fee which may arise or accrue from enforcing this Support Agreement in a court of law.
19. ExecuTime and LICENSEE agree that this Agreement and the relationship it represents, requires the exchange of Confidential Information over the course of normal business. Confidential Information is information not generally known by non-party personnel including, but not limited to, the financial, marketing and other proprietary business information and LICENSEE's customer data.

ExecuTime and LICENSEE further agree that, except as expressly authorized in writing in advance by the other party, neither will copy or disclose Confidential Information to any third party except its agents, consultants, contracted personnel or employees on a need to know basis and the agents, consultants, contracted personnel or employees are under the same obligations of confidentiality as those imposed on the parties hereunder with no further rights of disclosure of Confidential Information.

Either party may use, copy, or disclose the Confidential Information to the extent required by any subpoena or order of any government authority, or otherwise as required by law, provided that the disclosing party shall give prompt notice to the other party of the circumstances.

ExecuTime Software, LLC
636 E Third Street
Tulsa, OK 74120



ExecuTime LICENSE AGREEMENT COVER

This License Agreement, by and between ExecuTime Software, LLC, an Oklahoma limited liability company, hereinafter referred to as "ExecuTime", and the organization named below, hereinafter referred to as "LICENSEE":

City of Bentonville

ORGANIZATION NAME

117 West Central Ave

STREET ADDRESS

Bentonville, AR 72712

CITY/STATE/ZIP

(479) 271-5913

TELEPHONE NUMBER

This License Agreement applies to the ExecuTime Time & Attendance and Advanced Scheduling Software Systems.

Time & Attendance w/ Mobile Access 250

Licensed Software Number of Employees

Advanced Scheduling 250

Licensed Software Number of Employees

The LICENSEE acknowledges that it has read this Agreement, the terms and conditions of which are set forth on this page and in the ExecuTime License Agreement Terms and Conditions Document attached hereto, and understands it and agrees to be bound by its terms and conditions. Further, the LICENSEE agrees that it is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

ExecuTime:

LICENSEE:

ExecuTime Software, LLC

Kevin Malone
Manager

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

ExecuTime Software, LLC
LICENSE AGREEMENT TERMS AND CONDITIONS

1. DEFINITIONS

The term "Licensed Software" in this Agreement shall mean all licensed data processing programs consisting of instructions or statements in machine readable form and any related licensed materials such as, but not limited to, manuals, system documentation and written or verbal instructions provided for use in connection with the licensed data processing programs.

2. TERM

This Agreement is effective from the date on which it is accepted by ExecuTime and will remain in effect unless terminated as provided herein. In the event the parties are unable to reach agreement as to a Solution Design, either party may, upon notice to the other party, terminate this Agreement without liability to the other party, as provided in the Purchase and Sale Agreement between the parties. In addition, this Agreement may be terminated (a) by the LICENSEE, with or without cause, upon 30 days prior written notice to ExecuTime, or (b) by ExecuTime if the LICENSEE fails to comply with any of the material terms and conditions of this Agreement and fails to cure the default within 30 days after receipt of written notice stating the exact nature of the default. It is hereby agreed that upon termination of this Agreement for any reason, LICENSEE shall discontinue use of all Licensed Software and all Licensed Software shall be returned to ExecuTime.

3. LICENSE

(a) ExecuTime hereby grants to LICENSEE a License to use for each of the entities identified on the License Agreement Cover. Any attempt to sub-license, assign or transfer any of the rights, duties or obligations under this Agreement are void without written notification to and the consent of ExecuTime, which consent must not be unreasonably withheld.

(b) The License is transferable to a backup computer when the Designated Computer or an associated unit required for use of the Licensed Software is temporarily inoperable, but only until status is restored to the Designated Computer and processing on the backup computer is completed.

4. WARRANTY AND LIMITATION OF LIABILITY

(a) ExecuTime warrants that it has the right to market, distribute, support and maintain Licensed Software and that Licensed Software is warranted to conform to the operating specifications as outlined in the applicable software documentation. LICENSEE agrees that its **SOLE AND EXCLUSIVE REMEDY** is for ExecuTime to correct any error, malfunction or defect if the Licensed Software warranted hereunder fails to conform to the applicable operating specifications and LICENSEE advises ExecuTime of such failure in writing, during the three (3) month warranty period. The three (3) month warranty period starts the day after the date of the complete installation. If after reasonable attempts, ExecuTime is unable to correct the error, malfunction, or defect, LICENSEE shall be entitled to recover an amount, commensurate with the nature and magnitude of the error or defect, up to the entire amount paid for the Licensed Software. (For the purpose of this Agreement, the term "error, malfunction or defect" shall mean only significant material deviations from the operating specifications for the Licensed Software as set forth in the applicable software documentation issued by ExecuTime, that render the Licensed Software unusable.)

(b) ExecuTime represents, warrants and covenants that the Licensed Software delivered hereunder, including any upgrades or subsequent releases, shall contain no "Virus". "Virus" shall mean any computer code intentionally designed to disrupt, disable, harm or otherwise impede in any manner, including aesthetical disruptions or distortions, the operation of the computer program, or any other associated software, firmware, hardware or computer system.

(c) ExecuTime's liability for damages to the LICENSEE for any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to the amount paid for the Licensed Software. In no event will ExecuTime be liable for any damages caused by the LICENSEE's failure to perform the LICENSEE's responsibilities, or for any lost profits or other consequential damages, even if ExecuTime has been advised of the possibility of such damages.

(d) ExecuTime agrees to indemnify the LICENSEE against any loss and/or expenses, which may arise as a result of an alleged copyright or patent infringement by the licensed software of the copyright, patent, trademark, service mark, or other intellectual property of any third party.

(e) This warranty and liability for ExecuTime™ are void in the event that the Licensed Software is not being used with the Designated Computer.

(f) ExecuTime and/or Certified Marketing and Technical Associates will provide complete support services as outlined in the ExecuTime LICENSEE SUPPORT AGREEMENT TERMS AND CONDITIONS AGREEMENT.

(g) EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. PROTECTION AND SECURITY OF LICENSED SOFTWARE

(a) LICENSEE agrees to use the Licensed Software only as provided herein and only during the term of License granted by ExecuTime and further agrees not to provide or otherwise make available any Licensed Software to any person other than LICENSEE's agents, consultants, contracted personnel or employees without prior written consent from ExecuTime, and then only on the condition that they acknowledge ExecuTime's statement that the Licensed Software or any part thereof is the property of ExecuTime and is proprietary to ExecuTime. LICENSEE also acknowledges ExecuTime's statement that the Licensed Software is the exclusive property of ExecuTime, constitutes trade secrets of ExecuTime, and agrees to protect the Licensed Software or any part thereof from unauthorized disclosure by its agents, consultants, contracted personnel, employees, LICENSEE, or successors. In the event the License granted hereunder is terminated, the above obligations of LICENSEE with respect to protection and security shall not terminate but shall continue for a period of five (5) years following such termination of License.

(b) LICENSEE agrees to reproduce and include ExecuTime's proprietary, copyright, and trade secret notice on any copies, in whole or in part, in any form, including partial copies and modifications of Licensed Software.

(c) The LICENSEE further agrees to take appropriate action, by instruction, Agreement or otherwise, with any persons permitted access to Licensed Software so as to enable the LICENSEE to satisfy the LICENSEE's obligation under this Agreement.

6. MODIFICATION OF LICENSED SOFTWARE

The parties agree that LICENSEE shall have the right to modify any Licensed Software supplied by ExecuTime in machine readable form for LICENSEE's use under this Agreement and on the Designated Computer, and may combine such modified Licensed Software with other programs or material from updated work; provided however, upon discontinuance or termination of rights under this Agreement, the Licensed Software supplied by ExecuTime shall be completely removed from the updated work and all such materials and copies shall be returned to ExecuTime in accordance with the provisions of paragraph 8 of this Agreement. ExecuTime shall be under no obligation, however, to make revisions or releases compatible with Licensed Software which has custom modifications.

7. CANCELLATION OF LICENSE

(a) The License granted hereunder may be canceled by ExecuTime if LICENSEE defaults in payment of any amount due under this Agreement for a period of fifteen (15) business days after notice of default, or may be canceled at any time upon breach by the LICENSEE of any other covenant of this Agreement if such breach is not corrected within thirty (30) business days after receipt of written notice thereof. LICENSEE's obligation to pay charges which have accrued and damages arising from its breach of this Agreement shall survive cancellation thereof. No delay or omission in the exercise of any power or remedy herein provided or otherwise available to the other party shall alter or waive any rights or remedies.

(b) The parties agree that should either of them default in any of the covenants or agreements contained herein, the prevailing party shall be entitled to all costs and expenses including a reasonable attorney's fee which may arise or accrue from enforcing this Agreement in a court of law.

8. RETURN OF LICENSED SOFTWARE

Within thirty (30) days after the termination or cancellation for any reason of the License granted herein, LICENSEE shall deliver to ExecuTime all copies thereof in whatever form, including partial copies which may have been modified by LICENSEE, and execute a letter so certifying. ExecuTime, LICENSEE may be permitted for a specified period thereafter to retain one copy of certain materials for record purposes.

9. CONFIDENTIALITY

(a) ExecuTime and LICENSEE agree that this Agreement and the relationship it represents, requires the exchange of Confidential Information over the course of normal business. Confidential Information is information not generally known by non-party personnel including, but not limited to, the financial, marketing and other proprietary business information and LICENSEE's customer data.

(b) ExecuTime and LICENSEE further agree that, except as expressly authorized in writing in advance by the other party, neither of them will copy or disclose Confidential Information to any third party except its agents, consultants, contracted personnel or employees on a need to know basis and the agents, consultants, contracted personnel or employees are under the same obligations of confidentiality as those imposed on the parties hereunder with no further rights of disclosure of Confidential Information.

(c) Either party may use, copy, or disclose the Confidential Information to the extent required by any subpoena or order of any government authority, or otherwise as required by law, provided that the disclosing party shall give prompt notice to the other party of the circumstances.

10. UPGRADES

(a) Software version upgrades are free of charge. However, there is a charge for services on upgrades.

11. GENERAL

(a) This Agreement can be modified only by a written agreement duly signed by persons authorized to sign agreements on behalf of the LICENSEE and of ExecuTime and variance from the terms and conditions of this Agreement in any LICENSEE purchase order or other written notification will be of no effect.

(b) Neither LICENSEE nor ExecuTime is responsible for failure to fulfill their respective obligations under this Agreement due to causes beyond their control. No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has arisen, or in the area of nonpayment, more than two years from the date of the last payment.

(c) Any action or proceeding seeking to enforce, or to construe or determine the validity of, any term or provision of this Support Agreement, or based on any right arising out of this Agreement, shall be brought by or against a party only in the District Court in and for the County of Tulsa, State of Oklahoma or, if jurisdiction can be acquired, in the United States District Court for the Northern District of Oklahoma, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. This Support Agreement shall be governed by the laws of the State of Oklahoma both as to interpretation and performance.

(d) The parties agree that should either of them default in any of the covenants or agreements contained herein, the prevailing party shall be entitled to all costs and expenses including a reasonable attorney's fee which may arise or accrue from enforcing this Support Agreement in a court of law.

(e) If any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH SUNGARD PUBLIC SECTOR AND EXECUTIME SOFTWARE, LLC. FOR PROFESSIONAL SOFTWARE SERVICES FOR THE CITY OF BENTONVILLE.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with SunGard Public Sector and ExecuTime Software, LLC. for a Time and Attendance and an Advanced Scheduling System solution for the City of Bentonville Parks and Recreation Department, 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 _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 12, 2016

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Request for a waiver of bid to allow for the purchase of Patrol Uniforms from Cruse Uniforms in Springdale, Arkansas. The 2016 Budget total budget allotment for Police Department Uniform Supplies is \$106,700.00. This includes Dispatch Uniforms, Patrol Uniforms and Replacements, Bike Team Uniforms, SWAT Uniforms, Leather Gear and Replacements, and other Soft Uniform items such as coats, jackets, rain gear, hats, and informal uniforms. Patrol Uniforms and Replacement Uniforms accounts for the largest portion of this expense and represents \$55,000.00 of this total. Factors such as employee turnover and general wear and tear, determine the actual yearly expense related to Patrol Uniforms and Replacement. The department currently uses Cruse Equipment in Springdale for such uniform and uniform related needs. Being located in Springdale, this provider promotes safety and convenience by allowing local, timely and cost effective uniform measuring, fitting, alterations, and availability. The next closest similar provider is located in Carthage, MO. This waiver of bid would not exceed the budgeted amount and duplicates last year's (2015) waiver.

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



REQUEST FOR WAIVER OF BID		
Date	<u>1/13/2016</u>	
Requested by:	<u>Chief Jon Simpson</u>	
Department:	<u>Police Department</u>	
DESCRIPTION OF REQUEST:		
Type of Equipment:	<u>Uniform and Uniform Supplies</u>	
Year & Model:	<u>Not applicable</u>	
Serial #	<u>None</u>	
To Be Purchased From:	<u>Cruse Uniform Supplies</u>	
	<u>5320 W. Sunset</u>	
	<u>Springdale, Arkansas 72762</u>	
Amount:	Base Amount:	<u>\$106,700.00</u>
	Tax:	<u> </u>
	*Other:	<u> </u>
	TOTAL	<u>\$ 106,700.00</u>
* List all other costs: (not to exceed above detailed budgeted amount)		
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:		
The 2016 Budget total budget allotment for Police Department Uniform Supplies is \$106,700. This includes Dispatch Uniforms, Patrol Uniforms and Replacements, Bike Team Uniforms, SWAT Uniforms, Leather Gear and Replacements, and other Soft Uniform items such as coats, jackets, rain gear, hats, and informal uniforms. Patrol Uniforms and Replacement Uniforms accounts for the largest portion of this expense and represents \$55,000 of this total. Factors such as employee turnover and general wear and tear, determine the actual yearly expense related to Patrol Uniforms and Replacement. Being located in Springdale, this provider promotes safety and convenience by allowing local, timely and cost effective uniform measuring, fitting, alterations, and		
_____ Department Head		_____ Director of Finance & Administration
Revised 6-18-99		

ORDINANCE NO. _____

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

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

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

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

PASSED and APPROVED this ____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 12, 2016

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Approve Animal Services Contract with the City of Rogers.

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





CITY OF ROGERS
Office of the Mayor
Mayor Greg Hines

November 1, 2015

Mayor McCaslin,

In preparation for the 2016 budget, I have taken a glance at our contract for animal shelter services, as we have agreed should be done periodically. It would appear the last time we made any changes to the agreement was 2012. The costs associated with the operation of the shelter have increased over the last several years.

As such, I am respectfully requesting a modest increase in both the salary reimbursement and per animal charge for 2016. This contract between our two cities serves as a model of inter-local cooperation. Below I have provided the current and requested adjustment request. If you have any questions please feel free to contact me anytime.

Salary Reimbursement

2015-\$66,000.00

2016-\$72,000.00

Per Animal Fee

2015-\$85.00

2016-\$95.00

Again, I greatly appreciate your consideration and appreciate the very healthy working relationship between our cities.

Respectfully Submitted,

A black rectangular box redacting the signature of Greg Hines.

Greg Hines

Rogers City Hall • 301 West Chestnut Street • Rogers, Arkansas 72756
Phone.479.621.1127 • Fax.479.631.2767 • www.rogersarkansas.com

ANIMAL SERVICES CONTRACT

This contract for animal services is entered into this _____ day of _____, 2016, by and between the City of Rogers, Arkansas, a municipal corporation, acting through its Mayor, hereinafter referred to as "Rogers", and the City of Bentonville, Arkansas, a municipal corporation, acting through its Mayor, hereinafter referred to as "Bentonville":

WITNESSETH:

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

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

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

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

- (1) BILLING AND PAYMENT: Bentonville agrees to pay \$6,000.00 (six thousand) dollars per month flat rate to Rogers for the animal services agreed upon elsewhere in this contract. Bentonville further agrees to pay an additional \$95.00 (ninety-five) dollars, per animal, to Rogers for each animal actually turned over to Rogers. Rogers will bill Bentonville on the 1st (first) day of each month for the flat rate fee and additional "per animal" fee due and incurred from the immediately previous month. Bentonville agrees to make payment in a prompt and timely manner.
- (2) SERVICES AND PROCEDURES: A separate "Procedural Addendum," hereinafter referred to as "Addendum" shall be made and kept with the purpose of listing the agreed logistical procedures for receiving, caring for, sheltering, and disposing of the animals and services covered under this contract. It is the intent of both parties that said Addendum is incorporated by reference as if set out word for word herein. It is agreed by both parties that if any dispute arises between the parties regarding the actual implementation of the services agreed to in the said Addendum, the Addendum may be modified by mutual agreement without modifying the additional terms and rights contained in this contract. Said mutual agreement will be evidenced by any new or different terms to the Addendum being attested to by the Mayor of each city respectively. Said Addendum, when and if, it is modified, shall make reference to this original contract date and term. A copy of the Addendum agreement, originally or as it may be modified,

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

- (3) INDEMNITY AND HOLD HARMLESS PROVISION: To the extent permitted by law and without waiving statutory tort immunity, each party agrees to indemnify the other party from claims resulting from performance under this agreement.
- (4) TERM: This contract shall have an effective date of February 1st, 2016 and shall run until February 1st, 2017.
- (5) WAIVER: Failure of either party hereto to exercise any options herein contained upon breach by the other shall not constitute a waiver of that party's right to exercise such options upon future breach.
- (6) COMPLETE AGREEMENT: It is agreed that neither party hereto is relying upon any oral or written information or representations made by the other prior to the signing of this contract unless expressly provided herein, and that this contract constitutes the entire agreement between the parties and same shall not be hereafter amended or modified unless reduced to writing and signed by the parties hereto as stated in Section (2) above. It is further agreed that all earlier agreements of the parties are hereby rescinded.
- (7) SEVERABILITY: If any phrase, clause, sentence or paragraph of this contract shall be declared invalid by the judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining sentences, paragraphs or clauses of this contract.

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

ATTEST:

**CITY OF ROGERS,
ARKANSAS**

By: _____
CITY CLERK

By: _____
C.GREG HINES, MAYOR

ATTEST:

**CITY OF BENTONVILLE,
ARKANSAS**

By: _____
CITY CLERK

By: _____
BOB McCASLIN, MAYOR

PROCEDURAL ADDENDUM

This addendum is a counterpart to the Animal Services Contract between the City of Rogers, Arkansas and the City of Bentonville, Arkansas which has an effective date of February 1st, 2016.

IT SHALL BE AGREED BETWEEN THE PARTIES THAT:

Animals under the supervision and care of Bentonville will be delivered to the Rogers Animal Shelter by Bentonville ACO or Bentonville Police. All intake paperwork for animals originally picked up in Bentonville shall be filled out by the aforementioned Bentonville officer. The date the animal arrived should be noted, and an "intake" form shall be completed on each animal.

If a citizen of Bentonville locates their animal in the possession of the Rogers Animal Shelter, they must get release paperwork from the Bentonville Police Department before the Rogers Animal Shelter will release the animal. The citizen shall reimburse the City of Bentonville the amount of \$15.00 per day for each day that Rogers Animal Shelter housed the animal in question. Once the release paperwork is completed by Bentonville and presented to Rogers Animal Shelter, the Shelter shall release the animal to the owner.

After being held for a period of 6 (six) days, all animals turned over by the City of Bentonville to the Rogers Animal Shelter shall become property of the City of Rogers.

C. GREG HINES
Mayor, City of Rogers, Arkansas

DATE

BOB McCASLIN
Mayor, City of Bentonville, Arkansas

DATE

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR AND
CITY CLERK TO ENTER INTO AN AGREEMENT WITH
THE CITY OF ROGERS FOR ANIMAL SERVICES AND
WAIVING THE REQUIREMENT OF COMPETITIVE
BIDDING.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with the City of Rogers for Animal Services as set forth in the Agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this ____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, January 12, 2016 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, January 12, 2016 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: December 8, 2015**

AGENDA

1. Planning:

1a. **Appeal of Planning Commission Decision:**

Hope Church of NWA: Rezoning, Lot 4 of Schulz Addition, 1700 SE Moberly Lane, Rezoning from R-1 to C-2.

The planning commission voted 5-1 to deny request.

The applicants have requested a rezoning from R-1 to C-2 of the Moberly frontage property to construct a high-end automobile dealership

1b. **New Business:**

Cabe Ranch Leasing, LLC: Lot Split, Lot 1 Naples Subdivision, Southwest Regional Airport Blvd., Zoned C-2.

The planning commission voted 7-0 recommending approval.

The applicant has submitted a lot split for property situation along the south side of Southwest Regional Airport Boulevard. The plat provided by the applicant shows the creation of one new lot from one existing parcel. The new

lot will be known as Lot 1 (1.62 acres) of Naples Subdivision. The plat shows the dedication of two cross access easements, one along the southern property line and the other in the northeast corner of the property. Water and sewer services are available to this location.

- 1c. **Stephen & Terri Brewer: Property Line Adjustment, Lot 27, Block 10, W.A. Burks Addition, 1114 Northeast Monroe Street, Zoned R-1, Single Family Residential.**

The planning commission voted 7-0 recommending approval.

The applicant has submitted a property line adjustment for property located at 1114 Northeast Monroe Street. The plat as provided by the applicant shows the interior common lot line of the three original lots to be removed, creating one new lot to be known as Lot 27 (0.37 acres), Block 10 of W.A. Burks Addition. Right-of-way is being dedicated along Northeast Monroe Street per the Master Street Plan. Utility Easements are also being dedicated along Northeast Monroe Street and the southern property line. Water and sewer services are available to this location.

- 1d. **Craig Hull: Property Line Adjustment, Lot 13, Block 3, Lincoln & Rice Addition, Northeast 2nd Street & Northeast 'H' Street, Zoned R-1, Single Family Residential.**

The planning commission voted 7-0 recommending approval.

The applicant has submitted a property line adjustment for property located on the southeast corner of Northeast 2nd Street and Northeast 'H' Street. The plat as provided indicates the remove of the interior common lot lines and the creation of 1 new lot from a portion of 3 existing lots to be known as Lot 13 (0.30 acres), Block 3, Lincoln & Rice Addition. A 20 feet utility easement is being dedicated along Northeast 'H' Street. Water and sewer service are available to this location.

- 1e. **Lavee Collingsworth: Rezoning, 402 Southeast 'G' Street, Zoned R-1.**

The planning commission voted 7-0 recommending approval.

The applicants have requested a rezoning from R-1, Single Family Residential to R-C2 Central Residential-Moderate Density for the construction of four single family residences.

- 1f. **Clyde Nichols: Property Line Adjustment, Lot 28, Block 24, Deming's 2nd Addition, Northeast 'A' Street, Zoned R-1, Single Family Residential.**

The planning commission voted 7-0 recommending approval

The applicant has submitted a property line adjustment for property located along Northeast 'A' Street. The plat as provided indicates the removal of the

interior common lot lines and the creation of 1 new lot from 2 existing lots to be known as Lot 28 (0.55 acres), Block 24, Deming's 2nd Addition. Right-of-way is being dedicated along Northeast 'A' Street per the Master Street Plan. Water and sewer service are available to this location.

- 1g. **JBj Properties, LLC: Property Line Adjustment, Lot 25, Block 9, W.A. Burks Addition, Northeast 'A' Street & Northeast Park Street, Zoned R-1, Single Family Residential.**

The planning commission voted 7-0 recommending approval.

The applicant has submitted a property line adjustment for property located on the south side of the intersection of Northeast "A Street and Northeast Park Street in an R-1, Single Family Residential Subdivision. The plat as provided the creation of 1 new lot from 14 existing lots to be known as Lot 25 (1.77 acres), Block 9, W.A. Burks Addition. Right-of-way is being dedicated along Northeast 'A' Street and Northeast Park Street per the Master Street Plan. Water and sewer services are available to this location.

- 1h. **Diedra Robinson: Lot Split, Lot 18, Lefors Addition, Northwest 2nd Street & Northwest 'F' Street, Zoned R-1, Single Family Residential.**

The planning commission voted 7-0 recommending approval.

The applicant has submitted a lot split for property situated on the northeast corner of the intersection of Northwest 2nd and Northwest 'F' Street. The plat as provided by the applicant shows the creation of one new lot from part of an existing lot. The new lot will be known as Lot 18 (0.26 acres), Lefors Addition. Right of Way is being dedicated along both street frontages per the Master Street Plan. Water and sewer services are available to this location.

- 1i. **Brighton Bentonville, LLC: Final Plat, Brighton Cottages Subdivision, Southwest Farrington Ave, Zoned PRD, Planned Residential Development.**

The planning commission voted 7-0 recommending approval.

Brighton Cottages Subdivision consists of 41 acres and includes 174 lots, 6 of which are non-buildable. The property exists in a developing residential area in the southwest section of town with access from Southwest Farrington Avenue and Southwest Nottingham Avenue. All lots will have adequate access onto a public street. Regional detention is being provided to address runoff from the subdivision. Lots within this subdivision range from 0.11 acres to 0.23 acres. Traffic calming devices have been installed along Southwest Birmingham Street and Southwest Hampton Avenue as well as 4 way stop signs being added to Brighton Heights Subdivision. A 5 feet sidewalk is being constructed along all common area lots to allow pedestrian access and maintenance access to these areas. Various utility easements are being dedicated with the plat to allow utility services to each lot.

- 2a. **Tabled from the December 8, 2015 Agenda:** Request Council approve the bid award for the adaptive re-use of the former AT&T building at 402 S Main St for use as a utility drive-thru, meter reader office and IT training room and award bid to Oelke Construction. This is an unbudgeted item requiring a budget adjustment.
- 2b. **Tabled from the December 8, 2015 Agenda:** Request Council approve a budget adjustment for the adaptive re-use of the former AT&T building at 402 S Main St for use as a utility drive-thru, meter reader office and IT training room.
3. Request the City Council approve the changes and updates to the City Personnel Policy Manual. Every 2 years, the City forms a committee of department heads, department managers, and supervisors to review the City personnel policy manual, and to make recommended changes. This process has been on-going since 2003. Compared to past reviews, there are a small number of changes. Attached are those "significant changes" being recommended. We did not include corrected typos, minor word changes, corrected grammatical errors, or format changes.
4. Request the City Council approve the attached 2016 City of Bentonville Pay Plan. All additions, changes, and deletions to the pay plan contained herein are fully budgeted items in the previously approved 2016 City budget.
5. Approval of waiver of bid for vehicle insurance premiums through the Arkansas Municipal League at no increase in the premium cost. Coverage period is January 1, 2016 through December 31, 2016 at the rate of .5% of insured value plus \$100 for liability per vehicle, \$200 for ambulance.
6. An ordinance authorizing the Mayor and City Council to waive the requirements of competitive bidding and enter into an agreement with Tech Logic Corporation for the purchase of two NXT Automated Materials Handling (AMH) Systems per the Library's specifications in the amount of \$144,000.00. This is a "sole source" item in the United States.
7. A resolution authorizing the Mayor and City Council to surplus Bentonville Public Library's RFID (radio frequency identification) technology. The itemized list of surplus materials in the attached memo will be offered for sale to the highest bidder through public notification (advertising) and sealed bids submitted to the City of Bentonville's Purchasing Agent.
8. A resolution for the Mayor and City Council to declare a Ford F550 Cab and Chassis as surplus property and allow for trade-in for boom transfer. The surplus cab and Chassis is a 2006 model.
9. A resolution for the Mayor and City Council to enter into a contract with Osmose to provide pole restoration services to the City of Bentonville Electric Department for an amount not to exceed \$34,000.00.

10. City Council approval of an ordinance waiving competitive bid and authorizing the Mayor and City Clerk to enter into an agreement for services with Downtown Bentonville, Inc.
11. Request Council authorize the Mayor and Clerk to enter into an agreement with FIS (Sungard) Public Sector and ExecuTime Software, LLC for a Time and Attendance and an Advanced Scheduling System solution (including yearly maintenance fees) for the Parks and Recreation Department.
12. Request for a waiver of bid to allow for the purchase of Patrol Uniforms from Cruse Uniforms in Springdale, Arkansas. The 2016 Budget total budget allotment for Police Department Uniform Supplies is \$106,700.00. This includes Dispatch Uniforms, Patrol Uniforms and Replacements, Bike Team Uniforms, SWAT Uniforms, Leather Gear and Replacements, and other Soft Uniform items such as coats, jackets, rain gear, hats, and informal uniforms. Patrol Uniforms and Replacement Uniforms accounts for the largest portion of this expense and represents \$55,000.00 of this total. Factors such as employee turnover and general wear and tear, determine the actual yearly expense related to Patrol Uniforms and Replacement. The department currently uses Cruse Equipment in Springdale for such uniform and uniform related needs. Being located in Springdale, this provider promotes safety and convenience by allowing local, timely and cost effective uniform measuring, fitting, alterations, and availability. The next closest similar provider is located in Carthage, MO. This waiver of bid would not exceed the budgeted amount and duplicates last year's (2015) waiver.
13. Approve Animal Services Contract with the City of Rogers.