

1. Agenda

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[FEBRUARY 9, 2016 CITY COUNCIL FULL AGENDA.PDF](#)

2. Short Agenda

Documents:

[FEBRUARY 9, 2016 CITY COUNCIL SHORT AGENDA.PDF](#)



BENTONVILLE CITY COUNCIL AGENDA

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

**Monday, February 8, 2016 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, February 9, 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: January 26, 2016**

AGENDA

1. Committee of the Whole **(Monday Night Only)**: Council will meet in the Planning Commission Meeting Room beginning at 6:00 p.m. to discuss procedure, agenda items and related topics. At approximately 6:45 p.m. the City passenger van will depart for Council's tour of the Rogers Animal Shelter, which Bentonville partners with for animal services. This tour will enable Council to see the facility and operations first hand.
2. The Airport Advisory Board Chairman, Brian Baldwin will be updating the City Council on the status and future of the Louise M. Thaden Field at Bentonville Municipal Airport. **(Page 4)**
3. An ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville, and assigning same to wards. (Barry W. & Kim Parsley) **(Pages 5-9)**
4. An ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville, and assigning same to wards. (Sharon A. Beals) **(Pages 10-14)**
5. An ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville, and assigning same to wards. (Martha Featherston) **(Pages 15-19)**

6. Planning:

- 6a. **Lot Split: Lot 10 & 11, Dowell Addition, Grizzley Properties, LLC, North Walton Boulevard & Northwest 'J' Street, Zoned C-2.**

(Pages 21-24)

The planning commission voted 5-0 recommending approval. (January 19, 2016 Planning Meeting)

The applicant has submitted a lot split for property that fronts North Walton Boulevard to the east and NW 'J' Street to the west. The plat as provided by the applicant shows the creation of two new lots from one existing lot. The new lots will be known as Lot 10 (1.63 acres) and Lot 11 (2.40 acres), of Dowell Addition. Right-of-Way is being dedicated along Northwest 'J' Street per the Master Street Plan. A drainage and cross access easement will also be dedicated with the plat. Water and sewer services are available to this location.

- 6b. **Rezoning: Ronald L. Blackwell Trust, Southeast 'C' Street & Southeast 28th Street, Zoned A-1.**

(Pages 25-29)

The planning commission voted 7-0 recommending approval.

The applicant has requested a rezoning from A-1, Agricultural to R-4, High Density Residential, for the purpose of multi-family development.

- 6c. **Lot Split: Chad S. Hatfield Revocable Trust, Lot Split, 3401 Southwest 'F' Street, Zoned C-2, General Commercial.**

(Pages 30-33)

The planning commission voted 7-0 recommending approval.

The applicant has submitted a lot split for property that fronts North Walton Boulevard to the east and NW 'J' Street to the west. The plat as provided by the applicant shows the creation of two new lots from one existing lot. The new lots will be known as Lot 10 (1.63 acres) and Lot 11 (2.40 acres), of Dowell Addition. Right-of-Way is being dedicated along Northwest 'J' Street per the Master Street Plan. A drainage and cross access easement will also be dedicated with the plat. Water and sewer services are available to this location.

- 6d. **Ordinance: Design Standards for the Bentonville Municipal Airport.**

(Pages 34-37)

The planning commission voted 7-0 recommending approval.

7. City Council approval of an ordinance authorizing the Mayor and City Clerk to enter into an agreement with Ozark Regional Transit (ORT), a public transit authority, in the fixed amount of \$125,757.00 to provide transit services within the City of Bentonville and waiving the requirement for competitive bidding.

(Pages 38-42)

8. City Council approval of the appointment of Aaron Jones to the Bentonville Public Art Advisory Committee (PAAC). He will be filling the three-year term vacated by Napoleon Dezaldivar. His term will expire on October 13, 2018.

(Pages 43-46)

9. Recommend Mayor and City Council award the bid for a new dump truck to MHC Kenworth in the amount of \$104,750.00 for the Electric Department. This is a 2016 budgeted item. **(Pages 47-49)**
10. Recommend Mayor and City Council award bid for a new dump truck to MHC Kenworth in the amount of \$104,750.00 for the Water Department. This is a 2016 budgeted item. **(Pages 50-51)**
11. Wastewater staff requests bid award #16-04 for liquid aluminum sulfate to Ecotech Enterprises for the price of \$0.063 per wet pound. This chemical is used in the wastewater treatment process to reduce effluent phosphorous loading. This is a 2016 budgeted item. **(Pages 52-53)**
12. Wastewater staff requests City Council approval of a change order for payment to Seven Valleys Concrete for repair of the wastewater treatment plant influent channel in the amount of (\$6,408.00), to compensate for the construction contract time over run of 20 calendar days. Original contract amount of \$224,008.00 was reduced to \$217,600.00. **(Pages 54-57)**
13. Staff requests approval for waiver of bid for bi-annual replacement of cutter assembly. It is a single source budgeted item that cannot be altered or adapted to fit. The cutter assembly is a 2016 budgeted CIP item. Shipping and 9.5% tax has been added to the cost. **(Pages 58-61)**
14. Staff requests City Council approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Garver for design, bidding and limited construction services for an influent by-pass channel at McKissic Lift station in an amount not to exceed \$39,900.00. This is a 2016 budgeted item. **(Pages 62-74)**
15. City Council approval of an ordinance establishing fees for 2016 for the Parks and Recreation Department. **(Pages 75-84)**



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 9, 2016

Submitted by:

Ben Peters

Department

Engineering

Phone

271-5993

ACTION REQUIRED:

The Airport Advisory Board Chairman, Brian Baldwin will be updating the City Council on the status and future of the Louise M. Thaden Field at Bentonville Municipal Airport.

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

www.bentonvillear.com



PLEASE RECYCLE





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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 9, 2016

Submitted by:

Camille Thompson

Department

Staff Attorney

Phone

271-5914

ACTION REQUIRED:

ACTION REQUIRED: An ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville, and assigning same to wards. (Barry W. and Kim Parsley)

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	\$ -

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PLEASE RECYCLE



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF BENTONVILLE, ARKANSAS, AND MAKING SAME A PART OF THE CITY OF BENTONVILLE, AND ASSIGNING SAME TO WARDS.

WHEREAS, petition was filed with the County Clerk of Benton County, Arkansas by **Barry W. and Kim Parsley**, owner(s) of the hereinafter described territory, praying that said territory be annexed to, and made a part of the City of Bentonville, Arkansas, and

WHEREAS, on the 30th day of **November, 2015**, the County Court of Benton County, Arkansas, found that the petition was signed by the owners of said territory; that said territory was contiguous and adjoining the present corporate limits of the City of Bentonville, Arkansas; that an accurate plat or map of said territory had been filed with, and made a part of said petition; that proper notice had been given for the time and in the manner prescribed by law, and that all things pertaining thereto had been done in the manner prescribed by law, and that said lands and territory should be annexed to and a part of the City of Bentonville, Arkansas, subject to the acceptance of same by the City Council of said City at the proper time, as provided by law; and

WHEREAS, the time fixed by law for appealing from said order of annexation made by the County Court has expired and no appeal has been taken from said order.

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

Section 1. That the lands described on the attached Exhibit A is territory contiguous to and adjoining the City of Bentonville, Arkansas be and the same is hereby accepted as part of and annexed to and made a part of the City of Bentonville.

Section 2. That the above described territory shall be annexed to and made a part of Ward 3 of the City of Bentonville, and the same shall henceforth be a part of said ward as fully as existing parts of said ward.

Section 3. That the above described territory shall be zoned A-1, to be used in accordance with City zoning laws and the laws of the State of Arkansas.

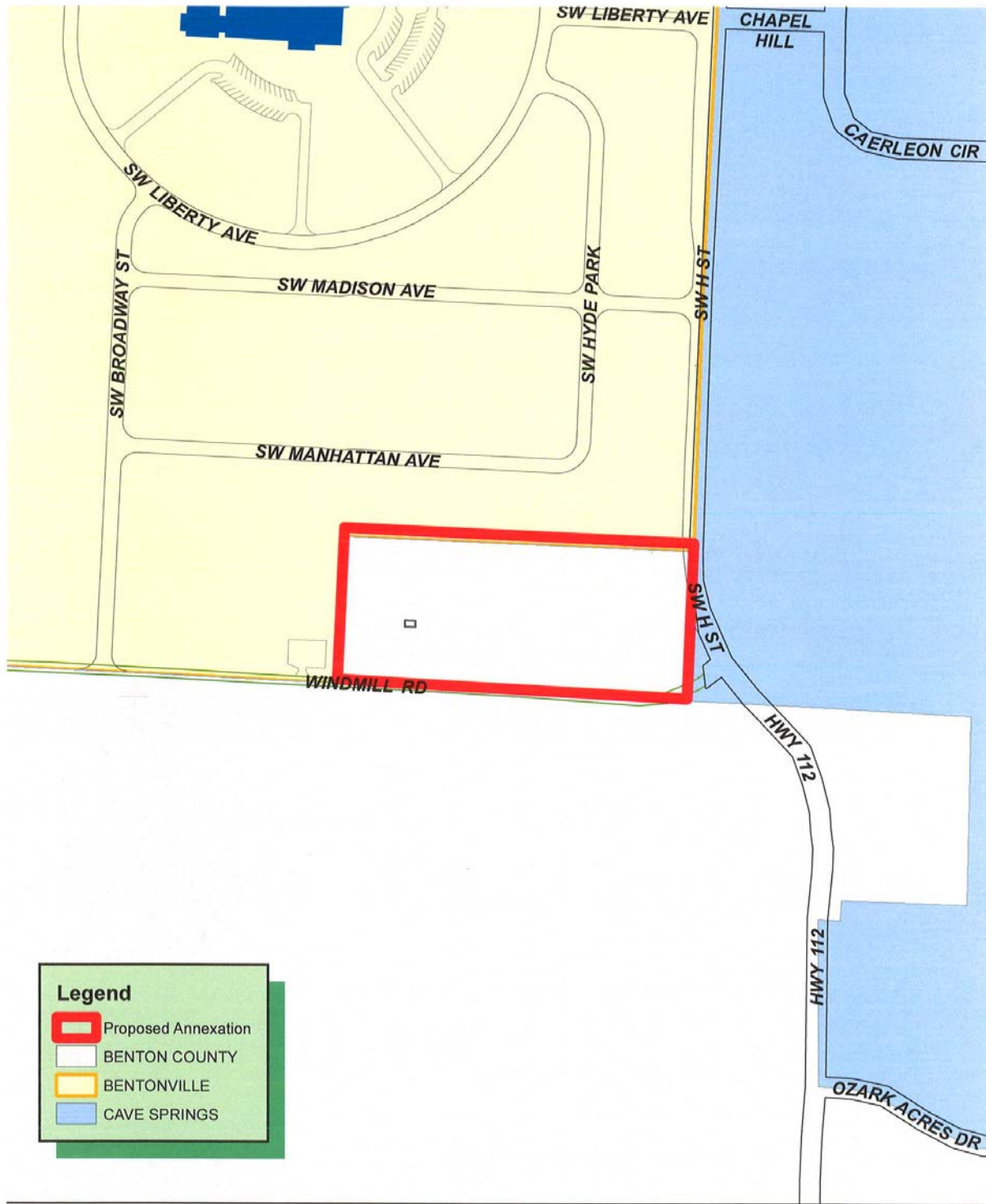
PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

APPROVED: _____

Mayor

ATTEST: _____

Clerk



1 inch = 233 feet

Annexatio-Parsley
4.64 Acres Total
One Address Involved 9004 Windmill Road



Exhibit 'A'
Parsley Annexation

Part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 13, Township 19N, Range 31W, Benton County, Arkansas, and more particularly described as follows:

Beginning at the SE Corner of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$;
Thence N $86^{\circ} 51' 25''$ W, 680.42;
Thence N $2^{\circ} 45' 3''$ E, 294';
Thence S $87^{\circ} 26' 12''$ E, 680';
Thence S $2^{\circ} 40' 23''$ W, 300.88' to the point of beginning.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 9, 2016

Submitted by:

Camille Thompson

Department

Staff Attorney

Phone

271-5914

ACTION REQUIRED:

ACTION REQUIRED: An ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville, and assigning same to wards. (Sharon A. Beals)

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF BENTONVILLE, ARKANSAS, AND MAKING SAME A PART OF THE CITY OF BENTONVILLE, AND ASSIGNING SAME TO WARDS.

WHEREAS, petition was filed with the County Clerk of Benton County, Arkansas by **Sharon A. Beals**, owner(s) of the hereinafter described territory, praying that said territory be annexed to, and made a part of the City of Bentonville, Arkansas, and

WHEREAS, on the 30th day of **November, 2015**, the County Court of Benton County, Arkansas, found that the petition was signed by the owners of said territory; that said territory was contiguous and adjoining the present corporate limits of the City of Bentonville, Arkansas; that an accurate plat or map of said territory had been filed with, and made a part of said petition; that proper notice had been given for the time and in the manner prescribed by law, and that all things pertaining thereto had been done in the manner prescribed by law, and that said lands and territory should be annexed to and a part of the City of Bentonville, Arkansas, subject to the acceptance of same by the City Council of said City at the proper time, as provided by law; and

WHEREAS, the time fixed by law for appealing from said order of annexation made by the County Court has expired and no appeal has been taken from said order.

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

Section 1. That the lands described on the attached Exhibit A is territory contiguous to and adjoining the City of Bentonville, Arkansas be and the same is hereby accepted as part of and annexed to and made a part of the City of Bentonville.

Section 2. That the above described territory shall be annexed to and made a part of Ward 2 of the City of Bentonville, and the same shall henceforth be a part of said ward as fully as existing parts of said ward.

Section 3. That the above described territory shall be zoned A-1, to be used in accordance with City zoning laws and the laws of the State of Arkansas.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

APPROVED:_____

Mayor

ATTEST:_____

Clerk

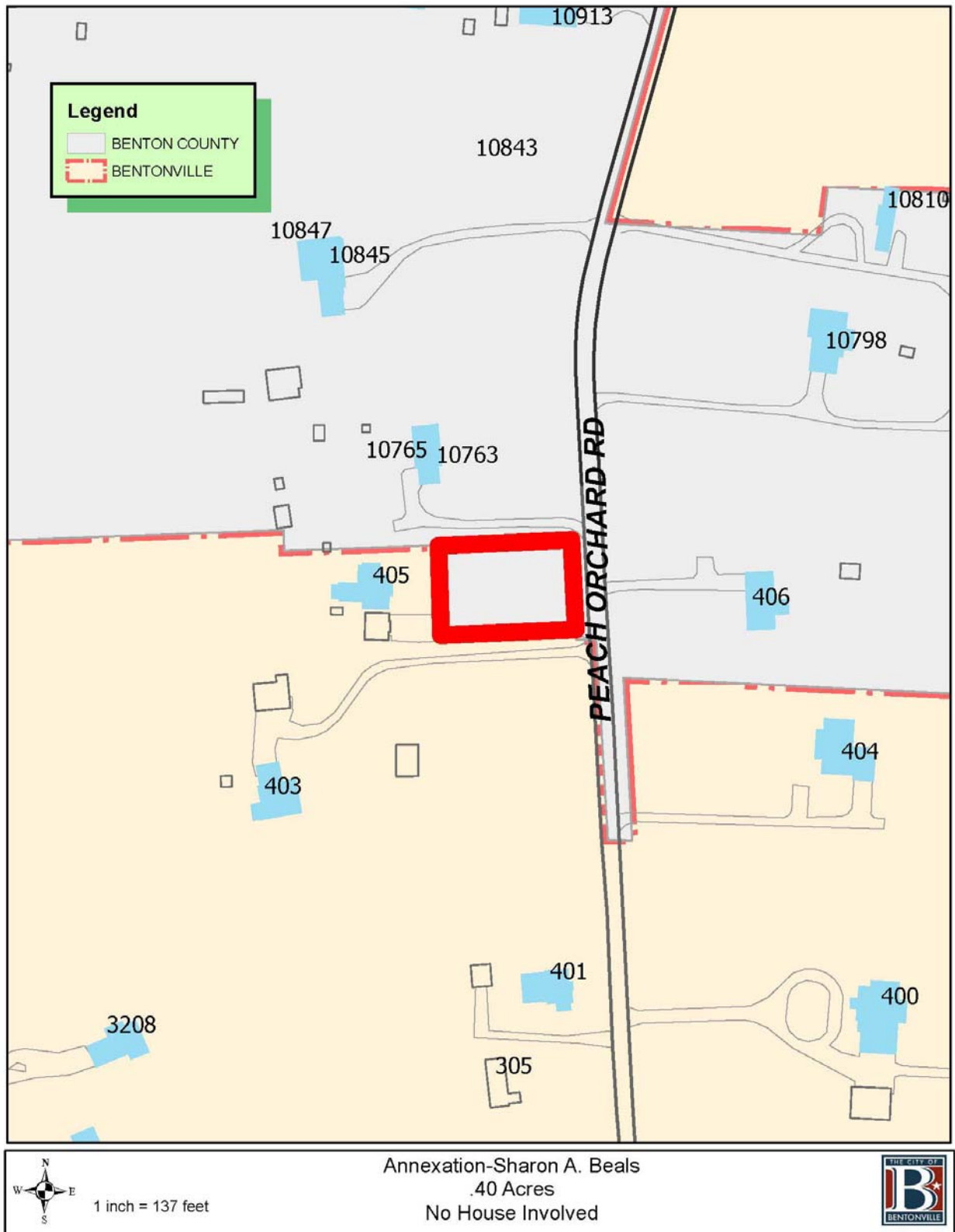


EXHIBIT 'A'
Sharon Beals Annexation

Part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 26, Township 20N, Range 31W and more particularly described as follows:

Beginning at a point N 2° 40' 33" E 887.19', N 87° 32' 13" E 740.87', and N 2° 45' 20" W 12.00' from the SW Corner of said NW $\frac{1}{4}$ of the SE $\frac{1}{4}$.

Thence S 87° 32' 13" W, 162.09';

Thence N 1° 36' 40" W, 107.78';

Thence N 87° 27' 09" E, 159.93';

Thence S 2° 45' 20" E, 108.01' to the point of beginning.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 9, 2016

Submitted by:

Camille Thompson

Department

Staff Attorney

Phone

271-5914

ACTION REQUIRED:

ACTION REQUIRED: An ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville, and assigning same to wards. (Martha Featherston)

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



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF BENTONVILLE, ARKANSAS, AND MAKING SAME A PART OF THE CITY OF BENTONVILLE, AND ASSIGNING SAME TO WARDS.

WHEREAS, petition was filed with the County Clerk of Benton County, Arkansas by **Martha Featherston**, owner(s) of the hereinafter described territory, praying that said territory be annexed to, and made a part of the City of Bentonville, Arkansas, and

WHEREAS, on the 26th day of **October, 2015**, the County Court of Benton County, Arkansas, found that the petition was signed by the owners of said territory; that said territory was contiguous and adjoining the present corporate limits of the City of Bentonville, Arkansas; that an accurate plat or map of said territory had been filed with, and made a part of said petition; that proper notice had been given for the time and in the manner prescribed by law, and that all things pertaining thereto had been done in the manner prescribed by law, and that said lands and territory should be annexed to and a part of the City of Bentonville, Arkansas, subject to the acceptance of same by the City Council of said City at the proper time, as provided by law; and

WHEREAS, the time fixed by law for appealing from said order of annexation made by the County Court has expired and no appeal has been taken from said order.

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

Section 1. That the lands described on the attached Exhibit A is territory contiguous to and adjoining the City of Bentonville, Arkansas be and the same is hereby accepted as part of and annexed to and made a part of the City of Bentonville.

Section 2. That the above described territory shall be annexed to and made a part of Ward 3 of the City of Bentonville, and the same shall henceforth be a part of said ward as fully as existing parts of said ward.

Section 3. That the above described territory shall be zoned A-1, to be used in accordance with City zoning laws and the laws of the State of Arkansas.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

APPROVED: _____

Mayor

ATTEST: _____

Clerk

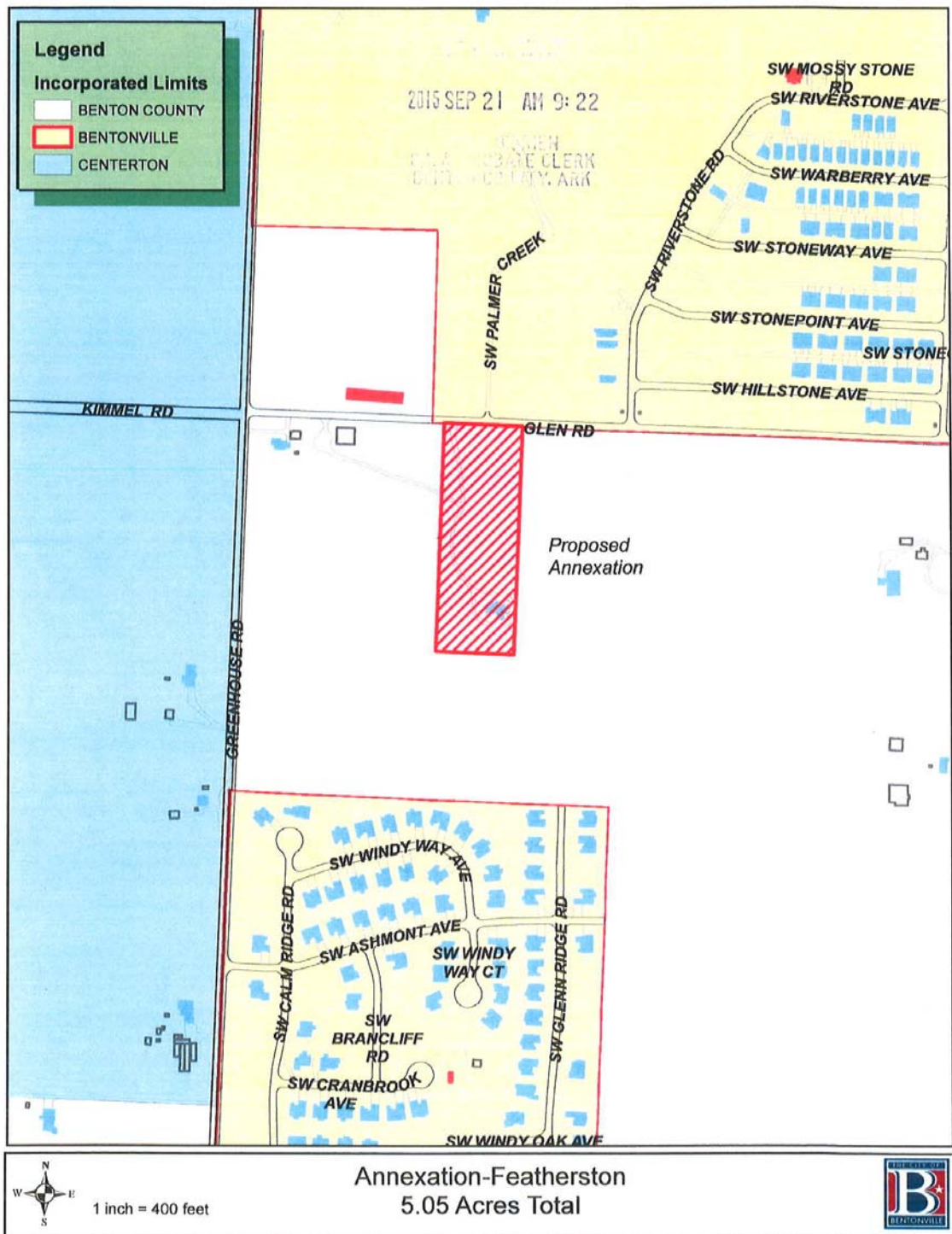


Exhibit 'A'
Featherston Annexation

2015 SEP 21 AM 9:22

Part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 2, Township 19N, Range 31W and more particularly described as follows:

Beginning at a point 700' East of the NW Corner of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 2.

Thence South 800';

Thence East 275';

Thence North 800';

Thence West 275' to the point of beginning.

**City Council
Agenda
February 9, 2016**

Lot Split: Lot 10 & 11, Dowell Addition, Grizzley Properties, LLC, North Walton Boulevard & Northwest 'J' Street, Zoned C-2.

The planning commission voted 5-0 recommending approval. (January 19, 2016 Planning Meeting)

The applicant has submitted a lot split for property that fronts North Walton Boulevard to the east and NW 'J' Street to the west. The plat as provided by the applicant shows the creation of two new lots from one existing lot. The new lots will be known as Lot 10 (1.63 acres) and Lot 11 (2.40 acres), of Dowell Addition. Right-of-Way is being dedicated along Northwest 'J' Street per the Master Street Plan. A drainage and cross access easement will also be dedicated with the plat. Water and sewer services are available to this location.

Rezoning: Ronald L. Blackwell Trust, Southeast 'C' Street & Southeast 28th Street, Zoned A-1.

The planning commission voted 7-0 recommending approval.

The applicant has requested a rezoning from A-1, Agricultural to R-4, High Density Residential, for the purpose of multi-family development

Lot Split: Chad S. Hatfield Revocable Trust, Lot Split, 3401 Southwest 'F' Street, Zoned C-2, General Commercial.

The planning commission voted 7-0 recommending approval.

The applicant has submitted a lot split for property that fronts North Walton Boulevard to the east and NW 'J' Street to the west. The plat as provided by the applicant shows the creation of two new lots from one existing lot. The new lots will be known as Lot 10 (1.63 acres) and Lot 11 (2.40 acres), of Dowell Addition. Right-of-Way is being dedicated along Northwest 'J' Street per the Master Street Plan. A drainage and cross access easement will also be dedicated with the plat. Water and sewer services are available to this location.

Ordinance: Design Standards for the Bentonville Municipal Airport.

The planning commission voted 7-0 recommending approval.

Planning Commission Staff Report
Lot Split: Lot 10 & 11, Dowell Addition

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Jon Stanley, Planner
PC DATE: January 19, 2016

GENERAL INFORMATION:

Project Number: 15-05000047

Applicant: Grizzly Properties, LLC

Representative: Blew & Associates (Wes Liker)

Requested Action: Lot Split Approval

Location: North Walton Boulevard & Northwest 'J' Street

Existing Zoning: C-2, General Commercial

Land Use Plan: Commercial

BACKGROUND:

The applicant has submitted a lot split for property that fronts North Walton Boulevard to the east and NW 'J' Street to the west. The plat as provided by the applicant shows the creation of two new lots from one existing lot. The new lots will be known as Lot 10 (1.63 acres) and Lot 11 (2.40 acres), of Dowell Addition. Right-of-Way is being dedicated along Northwest 'J' Street per the Master Street Plan. A drainage and cross access easement will also be dedicated with the plat. Water and sewer services are available to this location.

SURROUNDING LAND USES AND ZONING:

Direction	Zoning	Land Use
North	R-1, Single Family Residential & R-2, Duplex & Patio Home Residential	Medium Density Residential
South	C-2, General Commercial	Commercial
East	C-2, General Commercial	Commercial
West	R-1, Single Family Residential	Low Density Residential

STREETS

Direction	Name	Classification
North	-	-
South	-	-
East	North Walton Boulevard	Arterial
West	Northwest 'J' 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 an established commercial corridor in the northwest part of the city.

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

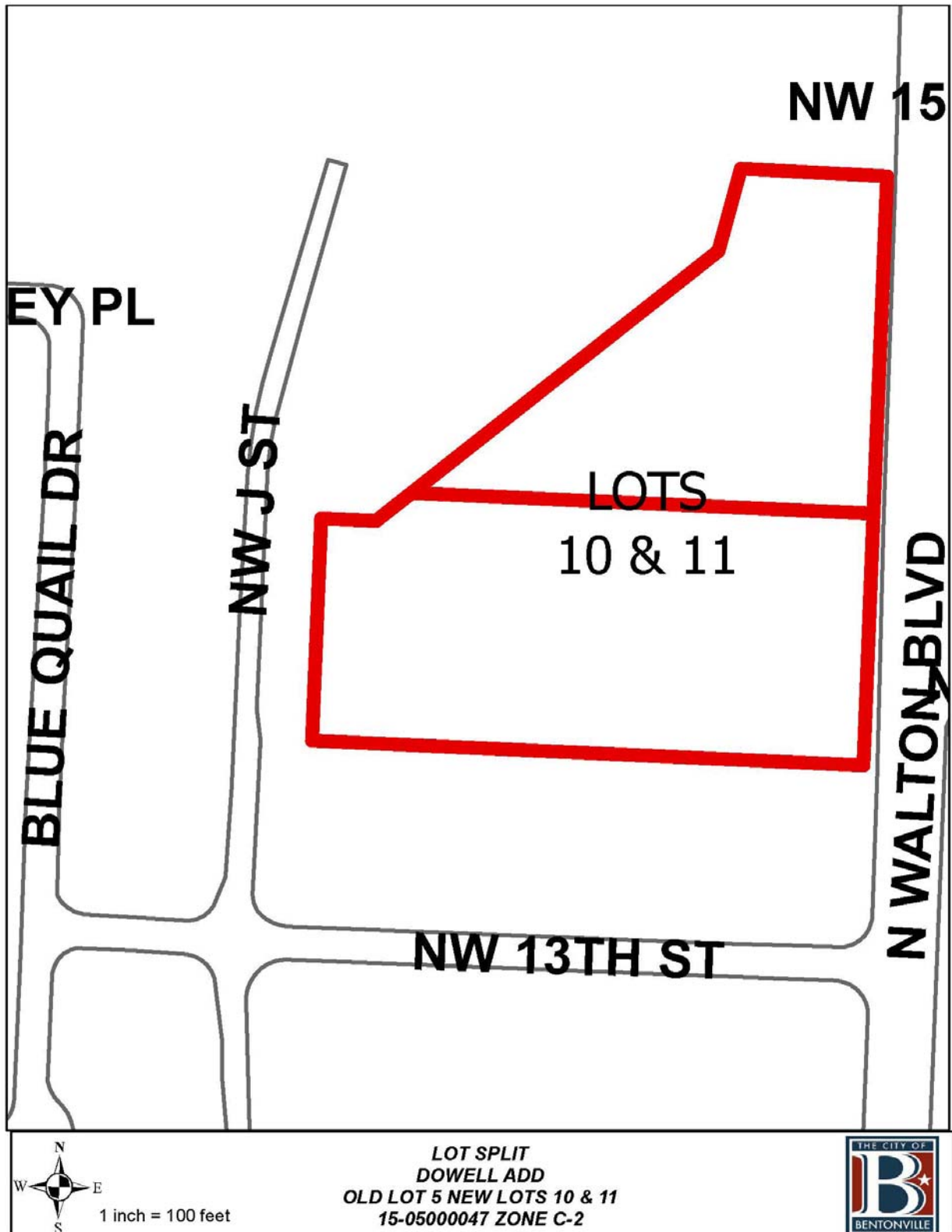
Water / Sewer: Per the G.I.S. site, water and sewer are currently in use on the site.

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 LOTS 10 & 11, DOWELL ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS.

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 10 & 11, Dowell Addition to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 19th 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 Lots 10 & 11, Dowell 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



PC Meeting of: February 2, 2016

The City of Bentonville, Arkansas

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

REZONING: Ronald L. Blackwell Trust (A-1, Agricultural to R-4, High Density Residential)

Current Planning Division Correspondence: Planning Commission Staff Report

TO: City of Bentonville, Arkansas Planning Commission
FROM: Jon Stanley, Planner
THRU: Troy Galloway, AICP, Community Development Director
DATE: February 2, 2016

GENERAL INFORMATION

H.T.E. Project Number: 15-09000044
Applicant/Current Owner: Ronald L. Blackwell
Representative: Lindsey & Associates (Hugh Jarratt)
Requested Action: Rezoning
Location: Southeast 'C' Street & Southeast 28th Street
Existing Zoning: A-1, Agricultural
Proposed Zoning: R-4, High Density Residential
Future Land Use Map Designation: High Density Residential

BACKGROUND / HISTORY

Property Description/Site Inspection: A site inspection was completed; this property is vacant near an undeveloped intersection situated between two collector streets.

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	Commercial	C-2, General Commercial	Mixed Use
South	City Park Land (Phillips Park)	A-1, Agricultural	Open Space
East	Commercial & Industrial	C-2, General Commercial, I-1, Light Industrial & PUD, Planned Unit Development	Commercial, Industrial & Office
West	Commercial	C-2, General Commercial	Commercial

Surrounding Streets & Classifications:

Direction	Name	Master Street Plan Classification	Current Condition
North	-	-	-
South	Southeast 28 th Street	Arterial	3 lane asphalt – curb & gutter
East	Southeast 'F' Street	Local	2 lane asphalt – curb & gutter
West	Southeast 'C' Street	Collector	2 lane asphalt – curb & gutter

LEGAL NOTIFICATIONS

Public Notice: On **January 14, 2016**, 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 **January 6, 2016**. In addition, staff posted a notice of public hearing sign on the property on **December 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: Policy LU-23 Housing Types within the General Plan suggest multi-family housing within close proximity to activity nodes that offer goods and services. The mix of uses and housing types that are near employment centers will help to reduce the impact on city infrastructure. The proposed rezoning will meet the intent of the policy 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 is at the intersection of a proposed east to west and north to south corridor. The proposed use will not adversely impact the transportation infrastructure. The proximity to goods, service and employment center will further reduce the impact on the city wide transportation network.

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

Finding(s) of Staff: Water and sewer availability and capacity in this area are extremely adequate. Through the use of Impact Fees collected during the construction of the multifamily units the city will further increase the availability of emergency service in the Southeast part of Bentonville. Emergency services are adequate at the proposed location.

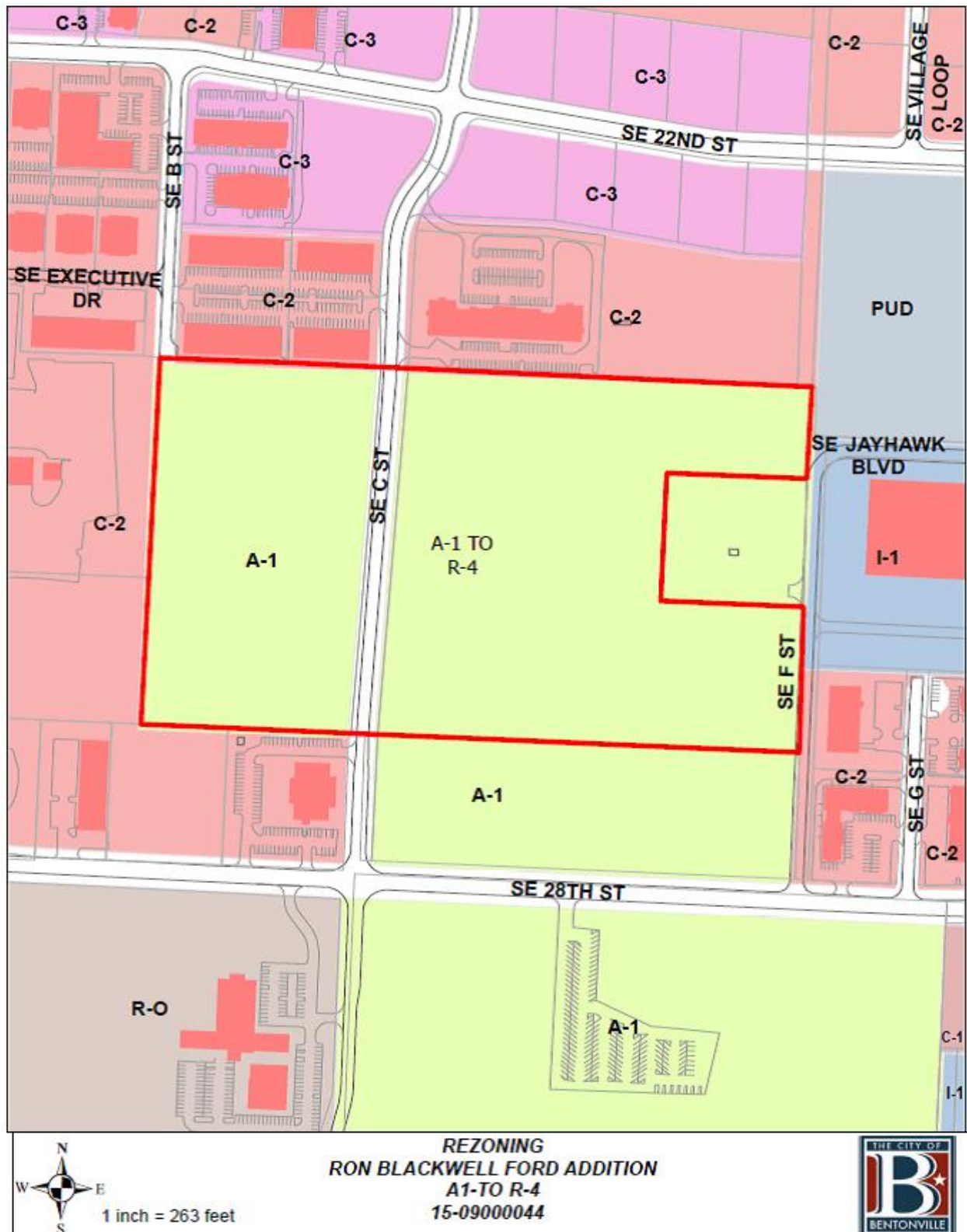
ANALYSIS, CONCLUSION, & SUMMARY

The proposed rezoning is located where an existing arterial and collector street intersects. Additional residential units in this area will provide an opportunity for residents to live and work in the same sector of the city. There are multiple ingress/egress opportunities that can be utilized in the development of the property that will help to reduce traffic congestion. The high density residential designation will create an area of transition between the commercial that exist to the west and the industrial and commercial that exists to the north, and east. The public park to the south will offer recreational opportunities to those living in the area.

STAFF RECOMMENDATION

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

Staff has reviewed this application and based on the findings presented in this staff report, staff recommends **APPROVAL** of this rezoning request from A-1, Agricultural to R-4, High Density Residential.



ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION TO R-4, HIGH DENSITY RESIDENTIAL.

WHEREAS, Ronald L. Blackwell, duly filed a petition with the City Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present classification to R-4, property to be used in accordance with city zoning laws and state laws; which property is described as follows.

Lots 2, 3, and 4 of Ron Blackwell Ford Addition Phase 2, Benton County, Bentonville, AR

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 2nd day of February 2016 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-4 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-4 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 13 & 14, Seals Addition

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Jon Stanley, Planner
PC DATE: February 2, 2016

GENERAL INFORMATION:

Project Number: 15-05000051

Applicant: Chad S. Hatfield Revocable Trust

Representative: CEI Engineering Associates (Nikolay K. Nedkov)

Requested Action: Lot Split Approval

Location: 3401 Southwest 'F' Street

Existing Zoning: C-2, General Commercial

Land Use Plan: Commercial

BACKGROUND:

The applicant has submitted a lot split for property that fronts Southwest 'F' Street to the west. The plat as provided by the applicant shows the creation of two new lots from a portion of existing Tract 3. The new lots will be known as Lot 13 (3.46 acres) and Lot 14 (1.10 acres), of Seals Addition. A 20' utility easement is being dedicated along Southwest 'F' Street and a drainage easement is also being dedicated to allow access to an existing detention pond that resides on the proposed lot 13. Water and sewer services are available to both lots.

SURROUNDING LAND USES AND ZONING:

Direction	Zoning	Land Use
North	I-1, Light Industrial	Commercial
South	C-2, General Commercial	Commercial
East	A-1, Agricultural	Commercial
West	R-1, Single Family Residential & C-2, General Commercial	Commercial

STREETS

Direction	Name	Classification
North	-	-
South	-	-
East	-	-
West	Southwest 'F' Street	Collector

TRAFFIC FINDINGS

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

STANDARD CONDITIONS OF APPROVAL

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

ISSUES / ANALYSIS:

Site Inspection: A site inspection was completed; Lot 13 is vacant and has an existing detention pond and Lot 14 has an existing office building. Both lots are situated along a collector street in the southwest part of the city.

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

Water / Sewer: Per the G.I.S. site, water and sewer are available to the two proposed lots.

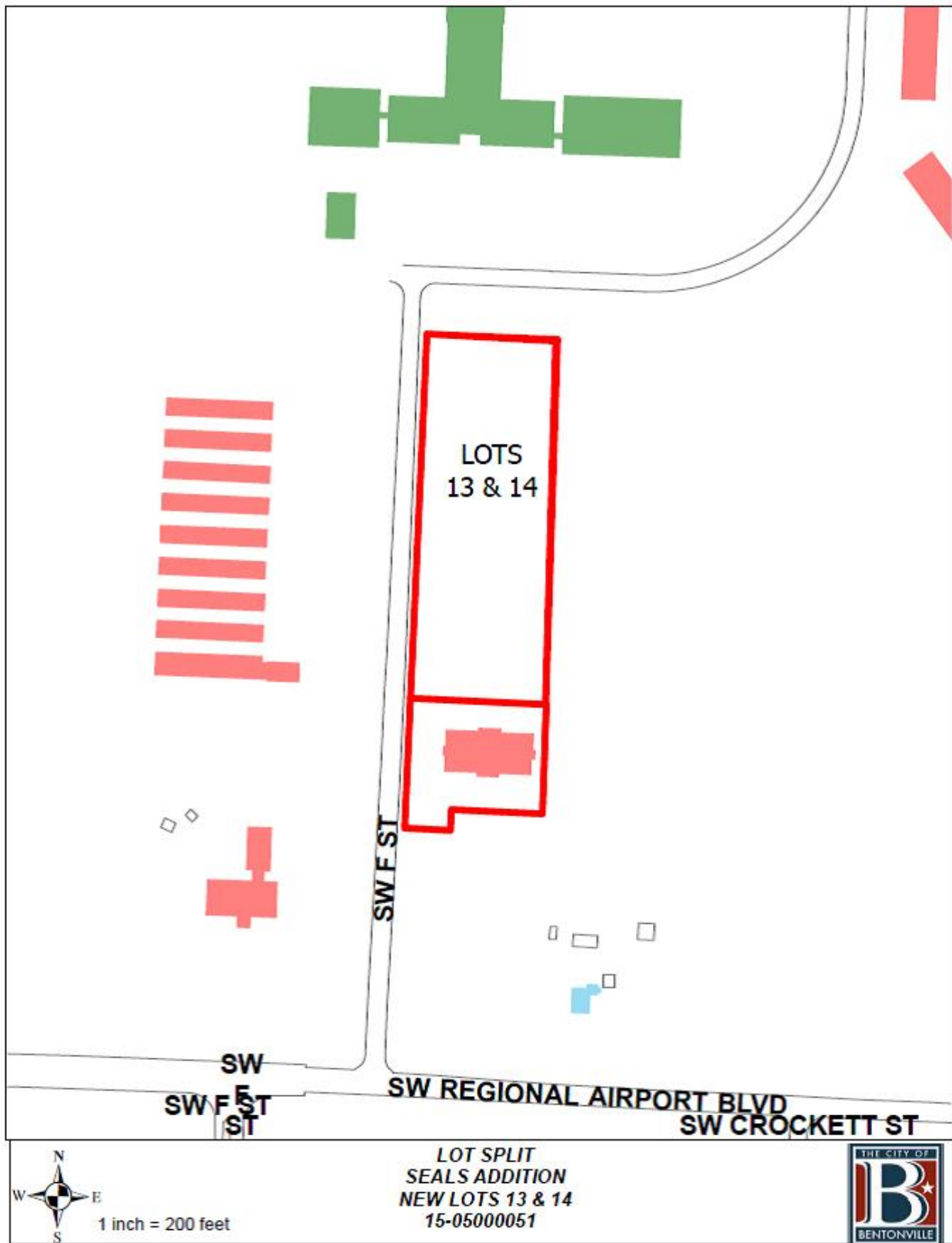
Waiver(s): 1 Waiver Request –

- o The applicant is requesting a waiver to Article 1100, Design Standards, Section 1100.7, Grading & Drainage, Subsection 'A' Stormwater Drainage Control Standards. Ordinance states that "All grading and drainage shall be designed and developed in conformance with the requirements of the City's current adopted Stormwater Drainage Control Standards. The current Stormwater Drainage Manual states in Section 5.4.11 that " All detention and retention facilities within a subdivision shall be shown on the final plat as an individual lot and said lot shall be a drainage easement to allow for inspection and maintenance of outfall structure by the City. The applicant request to keep the existing detention pond area included as a part of proposed Lot 13 stating that separating the detention pond out into a separate lot will result in a loss of value for the property owner and rendering the proposed new lot unsellable.

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

RECOMMENDATION:

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



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF TO THE CITY OF BENTONVILLE,
ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 13 & 14 Seals Addition, Benton County Arkansas, was submitted to the Bentonville Planning Commission On the 2nd day of February 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 Bentonville 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 option that said lot split should be approved.

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

Section 1: That the lot split of Lots 13 & 14 Seals 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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 15, SUBDIVISION CODE TO ESTABLISH
DESIGN STANDARDS FOR THE BENTONVILLE MUNICIPAL AIRPORT**

WHEREAS, the City of Bentonville owns and maintains the Bentonville Municipal Airport, Louise M. Thaden Field; and,

WHEREAS, the City of Bentonville desires to improve the quality and compatibility of municipal airport development and to enhance airport safety;

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

Section 1: That the Bentonville Municipal Code, Chapter 15, Subdivision Code, Article 1100 Design Standards, Sec. 1100.13 (C) Exemptions, should be and the same is hereby amended by adding the following:

“Development that is subject to the design standards for the Bentonville Municipal Airport, which have specific site and architectural design standards.”

Section 2: That the Bentonville Municipal Code, Chapter 15, Subdivision Code, Article 1400 Landscaping, Screening and Buffering, Sec. 1400.3 Exemptions, should be and the same is hereby amended by adding the following:

D. Municipal Airport. Development subject to the design standards for the Bentonville Municipal Airport, which have specific landscape design standards, shall be exempt.

Section 3: That the Bentonville Municipal Code, Chapter 15, Subdivision Code, Article 1100 Design Standards should be and the same is hereby amended with the following “Attachment A”, an electronic copy and a paper copy of which are on file with the City Clerk, and which is hereby adopted by reference as though it were copied herein fully.

Section 4: This Ordinance shall be in full force and effect 30 days from the date of its passage and approval.

PASSED and APPROVED this ____ day of ____, 2016.

APPROVED:

Mayor Bob McCaslin

ATTEST:

City Clerk

ATTACHMENT A
DESIGN STANDARDS FOR THE BENTONVILLE MUNICIPAL AIRPORT

SEC. 1100. 17DESIGN STANDARDS FOR THE BENTONVILLE MUNICIPAL AIRPORT

- A. Purpose and Intent.** The design standards in this section are intended to implement the city's vision for development on the property of the Bentonville Municipal Airport - Louise M. Thaden Field. The intent of these standards is to improve the overall quality and compatibility of municipal airport development and to enhance airport safety with these guiding principles:
- a. Development and land use must have a strong emphasis on aviation related activities;
 - b. Development and design must emphasize safe movement of aircraft for hangar ingress and egress;
 - c. Development should be located to achieve maximum efficiency of land utilization; and
 - d. Structures and buildings should be clustered with a common appearance using compatible and complimentary design principles.
- B. Applicability.** The provisions of this section shall apply to all large scale developments proposed within the property limits of the Bentonville Municipal Airport – Louis M. Thaden Field.
- C. Exemptions.** These regulations are not applicable to:
- a. Interior construction that does not affect the exterior appearance of buildings; and,
 - b. Exterior repairs or replacements that do not change the original appearance or material of the building.
- D. Review Process.** All applicants must have a pre-application conference with the Airport Advisory Board. Applicants must provide preliminary drawings and concepts sufficient for informal review and discussion. Following the pre-application conference, the applicant may submit an application for Large Scale Developments to the Planning Department and the Airport Advisory Board. The standards in this section shall be applied in the normal review process for large scale developments and shall be approved by the Planning Commission and the Airport Advisory Board.
- E. Building Design.**
- 1. **Compatibility.** All airport buildings and structures shall be designed in a manner compatible with the materials, color, scale, size, proportion, and massing of other structures in the surrounding vicinity. Buildings and structures that directly face SW I Street must provide at least one common element of color or material among all other structures that face SW I Street.

2. **Building Frame.** The frame of the building or structure must be steel, and must meet current Building Code and the minimum standards of the Arkansas State Department of Aeronautics, whichever is more restrictive.
3. **Building Heights.** All buildings and structures shall comply with the maximum height regulation(s) established by FAA standards for regulating airspace in the vicinity of runways and the City of Bentonville zoning regulations for the Municipal Airport District.
4. **Roofs.** Roof pitch of individual or multi-unit hangar buildings shall be a minimum of 2:12 slope (rise/run) up to a maximum of 4:12 slope. Roof shape must be either gable, round, shed or Quonset. The Planning Commission may consider any request to vary a roof pitch from these standards.
5. **Building Size and Shape.** All hangars shall be a minimum of 2,500 square feet per unit. All building and structure footprints must be square or rectangular for maximum space efficiency. All buildings and structures must have vertical walls. Buildings and structures must be consistent in size to preserve sight lines of the airfield from SW "I" street.
6. **Doors.** Doors must be metal and produced by an aviation door manufacturer. Overhead doors are prohibited in facades fronting SW "I" street.
7. **Exterior Materials.** The front, rear, and sides of all buildings and structures shall be constructed with materials approved by the City of Bentonville. Builders are encouraged to use sustainable materials, when possible.
 - a. *Generally:* With the exception of facades facing SW I Street and SW Aviation Street, which are subject to specific requirements in this section, materials may include metal, masonry, aluminum, glass, concrete, hardiboard, translucent panels, synthetic stucco, and steel or a combination thereof. Building glazing shall not cause glare or reflectors that will interfere with airport operations or ground circulation. If synthetic stucco is used on any side of the building, the maximum allowable coverage for that side is 10% and cannot be used below four (4) feet above base of the building or structure. Metal exterior siding must be a minimum of 26 gauge.
 - b. *Facades fronting SW I Street:* Use of a metal material on the façade facing SW I Street may not exceed 25% of the of the wall area facing SW I Street.
 - c. *Facades facing SW Aviation Street:* Use of a metal material on the façade facing SW Aviation Street may not exceed 80% of the wall area facing SW Aviation Street.
 - d. *Compatibility.* The architectural design and style of a building shall be carried throughout the building and shall match on all sides of the building.
8. **Exterior Colors.** Exterior colors shall utilize primarily muted, neutral, or earth tone colors. Builders must choose from a set of four (4) pre-approved color palettes, which will be made available to all prospective builders. The selected color palette shall be provided with all plan submittals.
9. **Floors.** All hangar floors must be constructed with finished concrete that is impermeable to water seepage.

10. Insulation. For all fully enclosed T and Box hangars, interior insulation is required, including hangar doors when applicable.

F. Utility and Mechanical Equipment Screening. All exterior mechanical equipment must be screened from view from SW I Street.

G. Site Planning

- a. Setbacks.** The Owner will determine setback distances for construction based on FAA regulations, airport layout plan and other airport regulations that may be enacted from time to time. No part or portion of any building shall be erected, constructed, or extended into any setback area. No building construction equipment or materials shall be staged, placed, or operated in a manner that impedes the movement of aircraft along taxi lanes or taxiways.
- b. Parking.** Parking spaces may be constructed at Builder's discretion and must be included in the leased ground area. Parking spaces shall not be placed on the active side of hangar where aircraft movement could be compromised. Parking areas must be developed with a dust proof/all-weather surface.
- c. Landscaping.** Builders will be responsible for the planting trees or contributing to a common landscape fund to be used in further development, based on these standards:
 - a. If building is adjacent to SW I Street, no trees or fees are required.
 - b. If building is not adjacent to SW I Street, trees or equivalent fees are required at 1 tree per 15 feet of building length, measured north/south. Each tree shall be valued at \$350.00.
- d. Barriers to entry.** A "barrier to entry" shall be constructed with each project to provide separation between aircraft movement areas and other areas of airport property. Barriers will be designed on a case by case basis. A fee in lieu of the barrier may be approved for special circumstances in which constructing the barrier is not practical during the building project.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 9, 2016

Submitted by:

Troy Galloway

Department

Planning

Phone

271-6809

ACTION REQUIRED:

City Council approval of an ordinance authorizing the Mayor and City Clerk to enter into an agreement with Ozark Regional Transit (ORT), a public transit authority, in the fixed amount of \$125,757.00 to provide transit services within the City of Bentonville and waiving the requirement for competitive bidding.

COST TO CITY:

Cost of this Request: \$125,757

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	125,757
Funds Expended to Date		
Remaining Budget		125,757
Budget Adjustment		-
Remaining After Adjustment	\$	125,757

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>2/9/2016</u>		
Requested by:	<u>Troy Galloway</u>		
Department:	<u>Community & Economic Development</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>public transit services</u>		
Year & Model:	<u>n/a</u>		
Serial #	<u>n/a</u>		
To Be Purchased From:	<u>Ozark Regional Transit (ORT)</u>		
Amount:	Base Amount:	\$	<u>125,757.00</u>
	Tax:	\$	<u>-</u>
	*Other:	\$	<u>-</u>
	TOTAL	\$	<u>125,757.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
The purchase is a public transit service that is only offered by Ozark Regional Transit in the Northwest Arkansas area. We request the waiver of bid in order to sanction the selection process and to facilitate the contract with Ozark Regional Transit.			
<u> </u> Department Head		<u> </u> Director of Finance & Administration	



To: Mayor McCaslin, City Council Members and City Clerk
From: Troy Galloway, AICP, Community and Economic Development Director
Subject: Contract with Ozark Regional Transit
CC Date: February 9, 2016

Staff is requesting City Council approval of an agreement with Ozark Regional Transit Service, a public transit authority. For the fixed sum of \$125,757.00, ORT will provide transit services to Bentonville citizens. These services include a fixed route, ADA Para-Transit service, and Demand Response service for those citizens that are not covered by the ADA Para-Transit service. The term of the agreement is from January 1, 2016 to December 31, 2016.

Staff is also requesting a waiver from the requirement of competitive bidding since ORT is the only public transit provider in the Northwest Arkansas area.

AGREEMENT FOR TRANSIT SERVICES

WHEREAS, Ozark Regional Transit (ORT), is a public transit authority organized and existing pursuant to A.C.A 14-334-101 et. seq., and;

WHEREAS, the City of Bentonville, Arkansas (City) is a member of said authority; and,

WHEREAS, ORT has been providing public transportation to the citizens of the City; and,

WHEREAS, the City has agreed to provide funding for transit services from its General Fund; and,

WHEREAS, the City is agreeable to such.

NOW, THEREFORE, IT IS AGREED:

1. ORT will continue to provide services to the citizens of the City of Bentonville as has been traditionally provided in the past.
2. For the sum of \$125,757.00, ORT will provide services as follows:
 - a. Fixed route services within the City.
 - b. Associated ADA Para-Transit services.
 - c. Demand Response services to those citizens that are not covered by the ADA Para-Transit service.
3. It is anticipated that the revenue to fund these activities will be approximately \$125,757.00. If the City's share of the state sales tax enacted pursuant to Amendment 91 tax generates more than this amount then any such overage will be retained by the City. If the anticipated revenue is less than \$125,757.00 then the City shall pay the difference from other funding sources.
4. The revenue referred to herein shall be remitted in 1 installment. The lump sum shall be due to ORT on February 26, 2016.
5. The term of this Agreement shall be from January 1, 2016 through December 31, 2016; however, said Agreement may be terminated by either party upon sixty (60) days written notice.
6. ORT shall make monthly reports to the City and furnish any and all information request by the City.
7. The term of this Agreement shall be from January 1, 2016, through December 31, 2016. However, it shall renew annually and automatically and include any pay increases approved by the City Council, unless agreed to otherwise by the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the 29th day of January, 2016

Ozark Regional Transit



Joe Gardner
Executive Director
Ozark Regional Transit

City of Bentonville, Arkansas

By: _____

Mayor, City of Bentonville, Arkansas

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH OZARK REGIONAL TRANSIT (ORT) TO PROVIDE PUBLIC TRANSIT SERVICE WITHIN THE CITY OF BENTONVILLE AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING

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

Section 1. That the Mayor and City Clerk should be and are hereby authorized to enter into an agreement with Ozark Regional Transit (ORT) for transit services for a fixed amount not to exceed \$125,757.00 as per the agreement attached hereto as Exhibit "A."

Section 2. Because Ozark Regional Transit is the only public transit provider in Northwest Arkansas, 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 Bob McCaslin

ATTEST:

City Clerk



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 9, 2016

Submitted by:

Mayor McCaslin

Department

Administration

Phone

271-3112

ACTION REQUIRED:

City Council approval of the appointment of Aaron Jones to the Bentonville Public Art Advisory Committee (PAAC). He will be filling the three-year term vacated by Napoleon Dezaldivar. His term will expire on October 13, 2018.

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





February 4, 2016

To: City Council Members & City Clerk
From: Mayor Bob McCaslin
Subject: Appointment of Aaron Jones to the City of Bentonville's Public Art Advisory Committee.

Napoleon Dezaldivar was appointed to a three-year term on the Public Arts Advisory Committee (PAAC) on October 13, 2015. On January 20, 2016, Mr. Dezaldivar provided written notice to staff that he is resigning from the PAAC.

I recommend Aaron Jones for appointment to the City of Bentonville's Public Art Advisory Committee to complete the term vacated by Napoleon Dezaldivar. Mr. Jones' term will expire on October 13, 2018.

A handwritten signature in dark ink, appearing to read "BMcCaslin", is written above the printed name.

Bob McCaslin



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

FOR OFFICE USE ONLY

Board / Commission Appointed to:

Date of Appointment:

Term Expires:

Terminate:

Replaced:

APPLICANT INFORMATION

Name

If married, spouse's name:

Home Address

City Zip Code

Home/Cell Phone

Business Phone

Email Address

Occupation

Employer

Length of Residency in Bentonville

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

REFERENCES

Name

Phone

Email

Name

Phone

Email

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

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

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

My professional career is the arts, prior to my arrival in NW Arkansas I worked as a public arts educator public schools (5 years and 2 districts); I served as art history instructor for one year at the University of Oklahoma, a university professor of studio/art education and art history at Oklahoma Baptist University for 8 years; Two years as the state Arts Education Director for the Oklahoma Arts Council. Additionally, throughout my career I also work as a professional artist. My family and I moved to Bentonville for Crystal Bridges where I worked for 5.5 years in the following occupations: Public Tour Program Coordinator, Curriculum Coordinator and Interpretation Manager. Currently I am part of the administration team for Arkansas Arts Academy as the Arts Integration Specialist. *See attached page*

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

My family and I love the Bentonville, community. I believe it is important to be actively involved within the community in which you reside. I have benefited greatly from this community and desire to contribute time and talents to the areas that I am most passionate and have experience and expertise. Currently I serve on the Bentonville Public Library Advisory Board as well as The Peel Compton Foundation Board. I thoroughly enjoy serving on these for the purpose of promotion and advocacy for literacy, regional heritage and education. Serving on the Public Art Advisory Committee would fulfill my desire to further promote the arts in our community. Thank you for your consideration.

RETURN THIS APPLICATION TO: Submit by E-mail to Janet Hopkins, jhopkins@bentonvillear.com or deliver to the Mayor's Office, 117 West Central, Bentonville, AR 72712. If you have any questions, call 271-3112.

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

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

(Below is the remainder of the answer which is cut from the printed version)

Currently I am part of the administration for Arkansas Arts Academy as the district's Arts Integration Specialist. I feel my qualifications as a professional artist, arts educator and arts administrator would contribute significantly to this committee. I have experience in working with artists, juried selections, installation and creating interpretative content.

I hold degrees in the following:

- Bachelor's Degree in Studio Art (emphasis in painting) Oklahoma Baptist University
- Certification in Art Education: K-12 Oklahoma Baptist University
- Master's Degree in Art History, University of Oklahoma

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

My family and I love Bentonville. I believe it is important to be actively involved within the community in which you reside. I have benefited greatly from this community and desire to contribute time and talents to the areas that I am most passionate and have experience and expertise. Currently I serve on the Bentonville Public Library Advisory Board as well as The Peel Compton Foundation Board. I thoroughly enjoy serving on these for the purpose of promotion and advocacy for literacy, regional heritage and education. Serving on the Public Art Advisory Committee would fulfill my desire to further promote the arts in our community. Thank you for your consideration.



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	16-01
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

February 9, 2016

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Recommend Mayor and City Council award the bid for a new dump truck to MHC Kenworth in the amount of \$104,750.00. This is a 2016 budgeted item.

COST TO CITY:

Cost of this Request: \$104,750

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 29, 2016

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Bid award for Kenworth Dump truck**

The Electric Department recommends awarding the bid for a dump truck to MHC Kenworth in the amount of \$104,750.00. Kenworth was not the low bid however, the low bidder did not meet the minimum requirements. This is a 2016 budgeted item in the amount of \$125,000.

Memorandum

To: City Council Members
CC: Mayor Bob McCaslin, Denise Land
From: Katherine Bertschy, Purchasing Agent
Date: 1/29/2016
Re: Bid award #16-01

The 2016 Electric Department budget included \$125,000.00 for the purchase of one (1) Dump truck. Formal bids were received from the following Dealers:

MHC Kenworth Springdale, AR	Kenworth T370 Chassis with Hilbilt Dump Body	\$104,750.00
Truck Centers of Ark. Springdale, AR	Freightliner 108SD Chassis with Gravel Star Dump Body	\$104,987.80
Shipley Motors Springdale, AR	Mack 433 Chassis with Duraclass Dump Body	\$116,755.82

The Purchasing Office recommends award of Bid #16-01 to MHC Kenworth, Springdale Arkansas in an amount of \$104,750.00.



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	16-01
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

February 9, 2016

Submitted by:

Preston Newbill

Department

Water/Sewer

Phone

271-3142

ACTION REQUIRED:

Recommend Mayor and City Council award bid for a new dump truck to MHC Kenworth in the amount of \$104,750.00 for the Water Department. This is a 2016 budgeted item.

COST TO CITY:

Cost of this Request: \$104,750

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memorandum

To: City Council Members
CC: Mayor Bob McCaslin, Denise Land
From: Katherine Bertschy, Purchasing Agent
Date: 1/29/2016
Re: Bid award #16-02

The 2016 Water Department budget included \$120,000.00 for the purchase of one (1) Dump truck. Formal bids were received from the following Dealers:

MHC Kenworth Springdale, AR	Kenworth T370 Chassis with Hilbilt Dump Body	\$104,750.00
Truck Centers of Ark. Springdale, AR	Freightliner 108SD Chassis with Gravel Star Dump Body	\$104,987.80
Shipley Motors Springdale, AR	Mack 433 Chassis with Duraclass Dump Body	\$116,755.82

The Purchasing Office recommends award of Bid #16-02 to MHC Kenworth, Springdale Arkansas in an amount of \$104,750.00.



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	# 16-04
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

February 9, 2016

Submitted by:

Nancy Busen

Department

Wastewater

Phone

47-271-3161

ACTION REQUIRED:

Wastewater staff requests bid award # 16-04 for liquid aluminum sulfate to Ecotech Enterprises for the price of \$0.063 per wet pound. This chemical is used in the wastewater treatment process to reduce effluent phosphorous loading. This is a 2016 budgeted item.

COST TO CITY:

Cost of this Request: \$127,500

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

Previously Budgeted	\$	127,500
Funds Expended to Date		
Remaining Budget		127,500
Budget Adjustment		-
Remaining After Adjustment	\$	127,500

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memorandum

To: City Council Members
CC: Mayor Bob McCaslin, Denise Land
From: Katherine Bertschy, Purchasing Agent
Date: 1/28/2016
Re: Bid award #16-04

The 2016 Wastewater Department budget included \$127,500.00 for Liquid Aluminum Sulfate for Wastewater Processing at the Bentonville Wastewater Facility. Formal bids were received from the following Companies:

Chemtrade Chemicals Parsippany, NJ	.5550 Per wet pound
Detco Industries Conway, AR	.0735 Per wet pound
Ecotech Enterprises, Inc. Scott, AR	.0630 Per wet pound
GEO Specialty Chemicals Little rock, AR	.071461 Per wet pound

The Purchasing Office recommends award of Bid #16-04, Bulk Aluminum Sulfate purchases for Wastewater Treatment Processes, to Ecotech enterprises, Inc. of Scott Arkansas in an amount of .0630 per wet pound delivered.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 9, 2016

Submitted by:

Nancy Busen

Department

Wastewater

Phone

479-271-3161

ACTION REQUIRED:

Wastewater Staff requests City Council approval of a change order for payment to Seven Valleys Concrete for repair of the wastewater treatment plant influent channel in the amount of (\$6,408.00), to compensate for construction contract time over run of 20 calendar days. Original Contract amount of \$224,008.00 was reduced to \$217,600.00.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	224,008
Funds Expended to Date		217,600
Remaining Budget		6,408
Budget Adjustment		-
Remaining After Adjustment	\$	6,408

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



Memo



To: City Council, Mayor McCaslin

From: Nancy Busen

CC:

Date: February 1, 2016

Re: Budget adjustment for influent channel repair

Wastewater staff requests City Council approve a change order in the amount of (\$6,408.00) for Seven Valleys Concrete to compensate for contract time overrun on repair of corrosion of the wastewater plant influent channel. Original contract amount of \$224,008.00 was reduced to \$217,600.00; an additional 20 calendar days were added to the construction time due to a factory delay in delivery of gates provided by the Owner.



Construction Contract Change Order									
Project: Bentonville WWTP Influent Channel Repair Bentonville, Arkansas Garver Job No. 15046120					Change Order No. 1 Date Prepared: 1/26/2016 Prepared by: Chris Buntin				
Owner: City of Bentonville 117 West Central Avenue Bentonville, Arkansas 72712					Contractor: Seven Valley's Concrete, LLC P.O. Box 88 Cassville, Missouri 65625				
Description of Work Included In Contract Repair of the influent diversion box at the Bentonville WWTP, located at 1901 NW A Street, Bentonville, AR.									
Changes and Reasons Ordered (List individual changes as: A, B, C, D, etc.) A. Add an additional 20 calendar days to the construction contract time for delay in delivery of gates provided by the Owner. B. Reconcile estimated quantities to actual quantities installed.									
Attachments:									
Contract Changes	Bid Item No.	Bid Item Description	Unit of Measure	Original Contract Quantity	Contract Unit Price	Revised Estimated Quantity	Revised Unit Price	Original Estimated Cost	Revised Estimated Cost
B.	3	12" Steel Encasement (0.281" Minimum thickness) for existing 6" DIP	LF	12	\$534.00	0	\$534.00	\$6,408.00	\$0.00
								\$0.00	\$0.00
Summation of Cost								\$6,408.00	\$0.00
Net Cost for this Change Order								(\$6,408.00)	
Estimated Project Cost					Time Change				
Original Contract Amount \$224,008.00 This Change Order (\$6,408.00) New Contract Amount \$217,600.00					Original Contract Start Date October 19, 2015 Original Contract Time (calendar days) 75 Additional Calendar Days granted by this Change Order 20 New Contract Time (calendar days) 95				
New Construction Completion Date January 22, 2016									
THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS									
ISSUED FOR REASONS INDICATED ABOVE Engineer: Garver									
ACCEPTED BY CONTRACTOR									
APPROVED BY OWNER									



Items to be Completed or Corrected
Bentonville WWTP Influent Channel Repair- Bid 15-42

Item
Remove trailer and facilities and restore vegetation as needed in Spring, 2016.
Execute and provide enclosed 1 year Maintenance Bond, Release, Affidavit, Change Order, and Final Monthly Invoice.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 9, 2016

Submitted by:

Nancy Busen

Department

Wastewater

Phone

271-6749

ACTION REQUIRED:

Staff Requests approval for Waiver of Bid, for Bi-annual replacement of cutter assembly; it is a single source, budgeted item that cannot be altered or adapted to fit. The cutter assembly is a 2016 budgeted CIP item. Shipping and 9.5% tax has been added to the cost. (Wastewater Department 479-271-3161)

COST TO CITY:

Cost of this Request: \$24,216

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

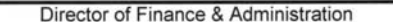
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PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>1/20/2016</u>		
Requested by:	<u>Nancy Busen</u>		
Department:	<u>Wastewater Utilities</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Auger and Cutter Assembly Replacement</u>		
Year & Model:	<u>2007 Muffin Monster</u>		
Serial #	<u>G005792-2-1</u>		
To Be Purchased From:	<u>JWC Environmental</u>		
	<u>2600 S. Garnsey St.</u>		
	<u>Santa Ana, CA 92707</u>		
Amount:	Base Amount:	\$	<u>20,563.00</u>
	Tax:	\$	<u>1,953.49</u>
	*Other:	\$	<u>1,700.00</u>
	TOTAL	\$	<u>24,216.49</u>
* List all other costs:	<u>Shipping and handling</u>		
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Single source replacement part for cutter system at McKissic lift station. Item cannot be altered or adapted to fit. Shipping charge includes return shipping of old cutter assembly. This is a 2016 CIP budgeted item.			
 _____ Department Head		 _____ Director of Finance & Administration	
Revised 6-18-99			

MEMO



Bentonville Wastewater Utilities

479-271-3161

To: City Council, Mayor Bob McCaslin

From: Nancy Busen, Wastewater Utilities Manager

January 29, 2016

RE: Request for Waiver of Bid

Staff Request Waiver of Bid for Bi-annual replacement of McKissic Lift Station Cutter Assembly. This is a single source, budgeted item that cannot be altered or adapted to fit. This item is necessary to protect lift station pumps and pipes from damage and clogging due to flushing of non-dispersible items into the sewer system. (Wastewater Department 479-271-3161)

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE
CITY CLERK TO PURCHASE A REPLACEMENT
CUTTER ASSEMBLY FOR THE WASTEWATER
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 purchase a replacement cutter assembly for the City of Bentonville Wastewater Department from JWC Environmental in an amount not to exceed \$24, 216.49 as per the Proposal attached hereto as Exhibit A.

Section 2: Because this replacement part is necessary for the existing lift station equipment and because it is a single source item, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 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:

February 9, 2016

Submitted by:

Nancy Busen

Department

Wastewater

Phone

271-3161

ACTION REQUIRED:

Staff requests City Council approval of a Resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Garver for design, bidding and limited construction services for an influent by-pass channel at McKissic Lift station in an amount not to exceed \$39,900.00. This is a 2016 budgeted item.

COST TO CITY:

Cost of this Request: \$39,900

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	332,000
Funds Expended to Date		-
Remaining Budget		332,000
Budget Adjustment		-
Remaining After Adjustment	\$	332,000

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



MEMO



Bentonville Wastewater Utilities

To: City Council, Mayor Bob McCaslin

From: Nancy Busen, Wastewater Utilities Manager

January 29, 2016

RE: Request for resolution for Professional Services

Staff requests City Council approval of a Resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Garver for design, bidding and limited construction services for an influent by-pass channel at McKissic Lift station in an amount not to exceed \$39,900.00. This is a 2016 budgeted item. Bypass Channel to be located beside, and gated to, the current influent channel. This upgrade will : (1.) Extend the life of (5) 85 HP pumps by reducing the impact of rags and disposable wipes in the wet well and reduce costly but necessary cleaning of debris from the system. (2.) Enable maintenance on the current channel barscreen and auger, without requiring plugging of incoming sewer lines and backing up of wastewater in the sewer system.



**AGREEMENT FOR PROFESSIONAL SERVICES
CITY OF BENTONVILLE, ARKANSAS
Project No. 15048190**

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

The Owner intends to make improvements at the McKissic Lift Station in Bentonville, Arkansas.

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

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

SECTION 1 - EMPLOYMENT OF GARVER

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

SECTION 2 - SCOPE OF SERVICES

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

SECTION 3 - PAYMENT

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

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



The table below presents a summary of the fee amounts and fee types for this contract.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
DESIGN SERVICES	\$14,000	LUMP SUM
BIDDING SERVICES	\$6,900	LUMP SUM
LIMITED CONSTRUCTION PHASE SERVICES	\$19,000	LUMP SUM
TOTAL FEE	\$39,900	

The lump sum amount, including all expenses, to be paid under this agreement is \$39,900.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge. Any unused portion of the fee, due to delays beyond GARVER's control, will be increased 6% annually with the first increase effective on or about June 1, 2017.

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

SECTION 4 - OWNER'S RESPONSIBILITIES

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

1. Giving thorough consideration to all documents presented by GARVER and informing GARVER of all decisions within a reasonable time so as not to delay the work of GARVER.
2. Making provision for the employees of GARVER to enter public and private lands as required for GARVER to perform necessary preliminary surveys and other investigations.
3. Obtaining the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this contract, except as otherwise described in Section 2 – Scope of Services.
4. Furnishing GARVER such plans and records of construction and operation of existing facilities, available aerial photography, geotechnical reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of the Owner. Such documents or data will be returned upon completion of the work or at the request of the Owner.
5. Paying all plan review and advertising costs in connection with the project.
6. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
7. Furnishing permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.



8. Giving prompt written notice to GARVER whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter GARVER's performance under this Agreement.
9. Owner will not hire any of GARVER's employees during performance of this contract and for a period of one year beyond completion of this contract.

SECTION 5 – MISCELLANEOUS

5.1 Instruments of Service

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

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

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

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

5.2 Opinions of Cost

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

The Owner understands that the construction cost estimates developed by GARVER do not establish a



limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the Owner, GARVER will not be required to re-design the project without additional compensation.

5.3 Underground Utilities

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

5.4 Insurance

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

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

5.5 Records

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

5.6 Indemnity Provision

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

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

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

Owner agrees that any claim or suit for damages made or filed against GARVER by Owner will be



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

5.7 Design without Construction Phase Services – Not Used

5.8 Limitation of Liability

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

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

5.8.1 Hazardous Materials

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

5.9 Mediation

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

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



SECTION 6 - CONTROL OF SERVICES

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

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

SECTION 7 - SUCCESSORS AND ASSIGNS

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

SECTION 8 – APPENDICES AND EXHIBITS

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

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



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

CITY OF BENTONVILLE

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: Bob McCaslin

Name: Scott Zotti

Title: Mayor

Title: Vice President

Date: _____

Date: _____

Attest: _____
City Clerk, Linda Spence

Attest: _____
Project Manager, Chris Buntin

APPENDIX A – SCOPE OF SERVICES

2.1 General

Generally, the scope of services includes design, bidding, and limited construction support services for improvements at the McKissic Lift Station in Bentonville, Arkansas. Improvements will consist primarily of diverting existing influent flows from the south (allowing isolation of existing screening at diversion structure) to new manual bar screen structure to existing western wet well, diversion of existing influent flows from the east out of the eastern wet well to the existing screening and diversion structure, minor electrical relocation, fire hydrant relocation, replacement of existing gates at existing diversion structure, and minor site work. Noncritical items will be bid as deductive alternates.

2.2 Design Services

During the design phase of the project, Garver will:

1. Garver civil, electrical, and structural staff will conduct a workshop with the Owner at the lift station to perform a field investigation and confirm the conceptual plan.
2. Garver will conduct final designs to prepare construction plans and specifications, for one construction contract, including final construction details and quantities, and opinion of probable construction cost.
3. Garver will submit the final design to the Owner for review and comment, incorporate Owner comments, and prepare the construction documents as required to advertise for bids.

2.3 Bidding Services

During the bidding phase of the project, Garver will:

1. Prepare and submit Advertisement for Bids to newspaper(s) for publication by the Owner. Owner will pay advertising costs outside of this contract.
2. Dispense construction contract documents to prospective bidders using Garver's online plan room.
3. Support the contract documents by preparing addenda as appropriate.
4. Participate in a pre-bid meeting.
5. Attend the bid opening.
6. Prepare bid tabulation.
7. Evaluate bids and recommend award.
8. Prepare construction contracts.

2.4 Limited Construction Phase Services

During the construction phase of work, Garver will accomplish the following:

1. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
2. Attend up to three progress/coordination meetings with the Owner/Contractor.
3. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences,

procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

4. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
5. Review up to three the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
6. Prepare and furnish record drawings.
7. Provide up to 40 hours of periodic site visits by an engineer for the 90-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.
8. When authorized by the Owner, prepare change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.
9. Participate in final project inspection, prepare punch list, review final project closing documents, and submit final pay request.

Periodic site visits by the engineer or the engineer's representative will provide or accomplish the following:

- Consult with and advise the Owner during the construction period.
- Coordinate potential plan changes to the original construction documents.
- Maintain a working knowledge of the construction progress.

The proposed fee for Construction Phase Services is based on a 90-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement, and the Owner wants Garver to continue the applicable Construction Phase Services, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.

In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

2.5 Project Deliverables

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

1. Electronic copies of all documents.
2. Three hard copies of contract documents for contract execution.
3. Three hard copies of the contract documents to the contractor.
4. One hard copy set of Record Drawings and closeout documents.

2.6 Extra Work

In addition to the aforementioned items, the following items are not included under this agreement but will be considered as extra work:

1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.
3. Geotechnical investigation.
4. Preparation of a Storm Water Pollution Prevention Plan (SWPPP).
5. Construction materials testing.
6. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
7. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
8. Evaluation and upgrade of existing electrical facilities to comply with NFPA standards.
9. Services after construction, such as warranty follow-up, operations support, etc.

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

2.7 Schedule

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

<u>Phase Description</u>	<u>Calendar Days</u>
Conceptual design workshop	20 days from start date
Submit final design to Owner for review	30 days from workshop
Incorporate Owner final comments	14 days from comments

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
GARVER ENGINEERS FOR ENGINEERING SERVICES
ASSOCIATED WITH AN INFLUENT BY-PASS CHANNEL
AT MCKISSIC CREEK LIFT STATION IN
BENTONVILLE, ARKANSAS.

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 Garver Engineers for engineering services related to an influent by-pass channel
at McKissic Creek Lift Station 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 26, 2016

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of an ordinance establishing fees for 2016 for the Parks and Recreation Department.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: February 1, 2016
Re: City Council approval of an ordinance establishing fees for recreation programs for 2016.

Parks and Recreation is seeking City Council's approval of an ordinance establishing fees for recreation programs for 2016.

Annually, as part of the budget process, Parks and Recreation staff builds program budgets for each recreation program that analyzes every expense and ensures that proper fees are being established to cover those expenses. For example, fees established for a youth soccer league include costs for uniforms, equipment, field supplies and staff. Once we establish expenses, we are able to determine costs. Every program is analyzed annually to ensure we provide citizens with the most reasonable fee possible, but also be as respectful to the taxpayer dollar.

Attached is a list of all fees for 2016. As you will see, most fees are the same price as 2015. However, a small number of programs will see a minimal fee increase. In addition, there are several new programs for the first time. Parks and Recreation Advisory Board reviewed and approved each of these fees in October 2015.

If you have any questions regarding this item, please call me at 464.7275 or email dwright@bentonvillear.com.

Attachments:

2016 Program Fee Schedule



**Bentonville Parks and Recreation
2016 Recreation Programs - Fee Schedule**

Community Center Recreation Programs	2015 Member Fee	2015 Non-Member Fees	2016 Member Fees	2016 Non-Member Fees
Adult Annual Membership- Resident	\$200.00		\$200.00	
Adult Annual Membership-Non-Resident	\$250.00		\$250.00	
Adult Monthly Membership- Resident	\$19.00		\$19.00	
Adult Monthly Membership- Non-Resident	\$23.00		\$23.00	
Youth Annual Membership- Resident	\$125.00		\$125.00	
Youth Annual Membership- Non-Resident	\$160.00		\$160.00	
Youth Monthly Membership- Resident	\$53.00		\$53.00	
Youth Monthly Membership- Non- Resident	\$60.00		\$60.00	
Senior Annual Membership- Resident	\$125.00		\$125.00	
Senior Annual Membership- Non-Resident	\$160.00		\$160.00	
Senior Monthly Membership- Resident	\$53.00		\$53.00	
Senior Monthly Membership- Non-Resident	\$60.00		\$60.00	
Adult Day Pass- Resident	\$5.00		\$5.00	
Adult Day Pass- Non-Resident	\$6.00		\$6.00	
Youth Day Pass- Resident	\$5.00		\$5.00	
Youth Day Pass- Non-Resident	\$6.00		\$6.00	
Senior Day Pass- Resident	\$5.00		\$5.00	
Senior Day Pass- Non-Resident	\$6.00		\$6.00	
Community Room Rental - 1 Room	\$40.00		\$40.00	
Community Room Rental - 2 Rooms	\$60.00		\$60.00	
Community Room Rental- 3 Rooms	\$80.00		\$80.00	
Community Rooms Rental - Kitchen	\$20.00		\$20.00	
Pool Party Room	\$150.00		\$150.00	
Community Center Rental- Lock-In	\$1,400.00		\$1,400.00	
Camp Adventure	\$75.00	\$75.00	\$85.00	\$85.00
Camp Memorial	\$65.00	\$65.00	\$75.00	\$75.00
Camp Downtown Bentonville	\$65.00	\$65.00	\$75.00	\$75.00
Camp Softball	\$50.00	\$50.00	\$75.00	\$75.00
Camp Mountain Bike	\$60.00	\$60.00	\$65.00	\$65.00
Camp Mountain Bike- Fall/Spring	\$30.00	\$30.00	\$30.00	\$30.00
Camp Strider	N/A	N/A	\$75.00	\$85.00
Camp Tennis	\$115.00	\$115.00	\$125.00	\$125.00

Camp Basketball	N/A	N/A	\$100.00	\$110.00
Camp Lacrosse	N/A	N/A	\$75.00	\$75.00
Camp Triathlon	\$50.00	\$50.00	\$50.00	\$55.00
Camp Jr. Lifeguard	\$50.00	\$50.00	\$50.00	\$55.00
Camp Soccer- Spring Break (5-14 yrs.)	N/A	N/A	\$50.00	\$50.00
Camp Soccer- (under 4 yr.)	\$95.00	\$95.00	\$100.00	\$100.00
Camp Soccer- (under 6 yr)	\$110.00	\$110.00	\$115.00	\$115.00
Camp Soccer-(under 9 yr)	\$135.00	\$135.00	\$140.00	\$140.00
Camp Soccer- (under 16 yr)	\$135.00	\$135.00	\$140.00	\$140.00
Camp Soccer- Tetra Brazil (under 16 yr)	\$145.00	\$145.00	\$150.00	\$150.00
Camp Lego- Mind Craft	\$115.00	\$125.00	\$125.00	\$135.00
Camp Lego- Super Heros	\$115.00	\$125.00	\$125.00	\$135.00
Camp Lego- Star Wars	\$115.00	\$125.00	\$125.00	\$135.00
Camp Lego- Teen Age Mutant Ninja Turtles	\$115.00	\$125.00	\$125.00	\$135.00
Camp Lego- Comic Creator	\$115.00	\$125.00	\$125.00	\$135.00
Camp Lego- Gear in Motion	\$115.00	\$125.00	\$125.00	\$135.00
Camp Lego- Pirate Quest	\$115.00	\$125.00	\$125.00	\$135.00
Camp Lego- Pokemon	\$115.00	\$125.00	\$125.00	\$135.00
Camp Lego- Jurassic Park (spring break)	N/A	N/A	\$50.00	\$60.00
Camp Super Science	\$80.00	\$90.00	\$85.00	\$95.00
Camp Super Science (spring break)	N/A	N/A	\$85.00	\$95.00
Camp Broadway	\$115.00	\$125.00	\$125.00	\$135.00
Camp Art- Under the Sea	\$135.00	\$145.00	\$135.00	\$145.00
Camp Art- Great Big Messy	\$135.00	\$145.00	\$135.00	\$145.00
Camp Art- Super Doodle	\$135.00	\$145.00	\$135.00	\$145.00
Camp Art- Mix, Mold, Matisse	N/A	N/A	\$30.00	\$40.00
Camp Art- Paws, Claws, Hooves (spring break)	N/A	N/A	\$60.00	\$70.00
Camp Art- Mad About Movies	\$135.00	\$145.00	\$135.00	\$145.00
Camp Community Center- After School	N/A	N/A	\$75.00	\$85.00
Camp Community Center- Spring Break	N/A	N/A	\$85.00	\$95.00
Camp Community Center- Summer	\$125.00	\$135.00	\$85.00	\$95.00
Kid's Night Out - Single Child	\$25.00	\$35.00	\$25.00	\$35.00
Kid's Night Out - Family	\$40.00	\$50.00	\$40.00	\$50.00
Art- Adult Water Color Painting	\$100.00	\$100.00	\$100.00	\$110.00
Art- Adult Acrylic Painting	\$100.00	\$100.00	\$100.00	\$110.00
Art- Adult Mixed Media Painting	\$100.00	\$100.00	\$100.00	\$110.00
Art- Adult Paint Your Power	\$35.00	\$35.00	\$35.00	\$40.00
Art- Mommy and Me	\$60.00	\$60.00	\$60.00	\$65.00
Art- Kids (4-5 yr)	\$60.00	\$60.00	\$60.00	\$65.00
Art- Youth (5-12 yr)	\$60.00	\$60.00	\$60.00	\$65.00
Art- Home School	N/A	N/A	\$120.00	\$130.00
Art- Digital Photography (beginner)	\$55.00	\$60.00	\$55.00	\$60.00
Art- Digital Photography (advanced)	N/A	N/A	\$55.00	\$60.00
U5 Program- School Skill Prep	N/A	N/A	\$40.00	\$50.00
U5 Program- Sports Prep	N/A	N/A	\$40.00	\$50.00
U5 Program- Allsports Kids	N/A	N/A	\$40.00	\$50.00
U5 Program- My Own Music	N/A	N/A	\$40.00	\$50.00

U5 Program- Mommy and Me Music	N/A	N/A	\$40.00	\$50.00
Spanish Class (beginner)	N/A	N/A	\$80.00	\$90.00
Spanish Class (advanced)	N/A	N/A	\$80.00	\$90.00
Gardening 101	\$5.00		\$5.00	
Group Swim Lesson	\$65.00	\$75.00	\$65.00	\$75.00
Private Swim Lesson	\$30.00	\$35.00	\$30.00	\$35.00
Mermaid Academy	\$65.00	\$75.00	\$65.00	\$75.00
Masters	N/A	N/A	\$20.00	\$25.00
Swim Team- Barricudas	\$65.00	\$75.00	\$65.00	\$75.00
Home School Swim Team	N/A	N/A	\$40.00	\$45.00
Swim Clinic	N/A	N/A	\$30.00	\$35.00
SCUBA	\$325.00	\$345.00	\$325.00	\$345.00
Discover SCUBA	\$40.00	\$50.00	\$40.00	\$50.00
Lifeguard Certification Class	N/A	N/A	\$250.00	\$250.00
Dive Clinic	\$30.00	\$35.00	\$30.00	\$35.00
Father Daughter Dance	N/A	N/A	\$25.00	\$30.00
Mother Son Dance	N/A	N/A	\$25.00	\$30.00
Coed Basketball- 3V3	N/A	N/A	\$350.00	\$375.00
Men's Basketball- 6ft and Under 3V3	N/A	N/A	\$350.00	\$375.00
Men's Basketball- 5V5	N/A	N/A	\$500.00	\$525.00
Coed Basketball Tournament- 3V3	N/A	N/A	\$75.00	\$85.00
Youth Basketball Tournament- 3V3	N/A	N/A	\$75.00	\$85.00
Adult Volleyball- 6V6	N/A	N/A	\$300.00	\$325.00
Adult Volleyball- 4V4	N/A	N/A	\$250.00	\$275.00
Adult Dodgeball	N/A	N/A	\$250.00	\$275.00
Adult Dodgeball Tournament	N/A	N/A	\$50.00	\$85.00
Active Adult Dance	N/A	N/A	\$10.00	\$15.00
Back to School Dance	N/A	N/A	\$10.00	\$15.00



**Bentonville Parks and Recreation
2016 Recreation Programs - Fee Schedule**

Outdoor / DAC Based Recreation Programs	2015 Fees	2016 Fees
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Melvin Ford Aquatic Center

MFAC - Adult Admission	\$1.50	\$3.00
MFAC - Youth Admission	\$1.25	\$2.00
MFAC - Swim Lesson- Group	\$65.00	\$75.00
MFAC - Swim Lesson-Private	\$30.00	\$35.00
MFAC - Swim Team- Barricudas	\$65.00	\$75.00

Downtown Activity Center

DAC Conference Rental	\$20.00	\$20.00
DAC Lobby Rental	\$30.00	\$30.00
DAC Studio Rental	\$15.00	\$15.00

Lawrence Plaza

Lawrence Plaza Skate Rental	\$2.00	\$2.00
Lawrence Plaza Skate Session	\$3.00	\$3.00
Lawrence Plaza Season Pass	\$50.00	\$50.00

Running Programs

Half Marathon	\$50.00	\$60.00
Half Marathon Training Program	\$165.00	\$175.00
5K Training Program	\$65.00	\$65.00
Valentines 4K/8K	\$25.00	\$25.00
Irish 5K	\$25.00	\$25.00
Glow Run	\$25.00	\$25.00
Superhero 5K	\$25.00	\$25.00
Goblin 5K	\$25.00	\$25.00
Fosty 5K	\$25.00	\$25.00
Slaughten Pen Trail 5K Run	\$25.00	\$25.00
Slaughten Pen Trail 10K Run	\$40.00	\$40.00

Cycling Programs		
Square 2 Sqaure Adult- Spring	N/A	\$25.00
Square 2 Square Youth- Spring	N/A	\$15.00
Ride, Run, Rock N' Roll - 40 Mile	N/A	\$40.00
Ride, Run, Rock N' Roll - 25Mile	N/A	\$30.00
Ride, Run, Rock N' Roll 8K Relay	N/A	\$40.00
19U Mountain Bike Championship	Sponsorship Paid	Sponsorship Paid
Square 2 Sqaure Adult	N/A	\$25.00
Square 2 Square Youth	N/A	\$15.00
Slaughter Pen Jam- CAT 1	\$40.00	\$40.00
Slaughter Pen Jam- CAT 2	\$35.00	\$35.00
Slaughter Pen Jam - Cat 3	\$30.00	\$30.00
Slaughter Pen Jam- JR	\$15.00	\$15.00
Slaughter Pen Jam- Mini Downhill	\$20.00	\$20.00
Slaughterh Pen Jam- Archery Biathlon	\$25.00	\$25.00

Sports Programs		
Little Kicksters	\$50.00	\$50.00
Youth Soccer (Under 8)	\$70.00	\$70.00
Youth Soccer (Under 10)	\$85.00	\$85.00
Youth Soccer (Under 12)	\$85.00	\$85.00
Youth Soccer (Junior High)	\$85.00	\$85.00
Adult Soccer	\$425.00	\$425.00
Spring Softball (4-16 yrs.)	\$65.00	\$80.00
Little Sluggers (3-4 yrs.)	N/A	\$50.00
Fall Softball Team Fees	\$350.00	\$350.00
Softball Tournament- Pot of Gold	\$275.00	\$300.00
Softball Tournament- Kellogg's Classic	\$250.00	\$250.00
Softball Tournament- NWA Regional	\$250.00	\$250.00
Softball Tournament- Bentonville Finale	\$250.00	\$250.00
Softball Tournament- MVP Shootout	\$275.00	\$300.00
Softball Tournament- Spooker Classic	\$275.00	\$275.00
Baseball Tournament- Pot of Gold (7-8yrs)	\$350.00	\$375.00
Baseball Tournament- Pot of Gold (9-14 yrs)	\$375.00	\$425.00
Baseball Tournament- Gold Glove (7-8 yrs)	\$350.00	\$375.00
Baseball Tournament- Gold Glove (9-14 yrs)	\$375.00	\$425.00
Baseball Tournament- Global Madness (7-8 yrs)	\$350.00	\$375.00
Baseball Tournament- Global Madness (9-14 yrs)	\$375.00	\$425.00
Baseball Tournament- June Jam (7-8 yrs)	\$350.00	\$375.00
Baseball Tournament- June Jam (9-14 yrs)	\$375.00	\$425.00
Baseball Tournament- MVP Shootout (7-8 yrs)	\$350.00	\$375.00
Baseball Tournament- MVP Shootout (9-14 yrs)	\$375.00	\$425.00

Baseball Tournament- Monster Mash (7-8 yrs)	\$350.00	\$375.00
Baseball Tournament- Monster Mash (9-14 yrs)	\$375.00	\$425.00
Kickball Team Fees	\$250.00	\$250.00
Tennis- Private Lessons	\$45.00	\$45.00
Tennis- Semi Private Lesson	\$22.50	\$25.00
Tennis- Group Private Lesson	\$12.50	\$15.00
Tennis- Adult Drills	\$95.00	\$105.00
Tennis- Adult Cardio	\$80.00	\$90.00
Tennis- USTA Adult Team Tennis	N/A	\$80.00
Tennis- Junior Drills	\$95.00	\$105.00
Adult Sand Volleyball 6v6	N/A	\$150.00
Adult Sand Volleyball 4v4	N/A	\$100.00

Facility Rental Fees

Field Rental - Memorial Park (Baseball / Softball)	\$80.00	\$110.00
Field Rental - Memorial Park (Soccer)	\$55.00	\$110.00
Field Rental - Phillips Park (Baseball)	\$80.00	\$110.00
Field Rental - Phillips Park (Football)	\$55.00	\$250.00
Field Rental - Phillips Park (Lacrosse)	\$55.00	\$110.00
Field Rental - Merchants Park (Baseball)	\$80.00	\$110.00
Field Rental - Citizens Park (Soccer)	\$55.00	\$110.00
Field Rental - Old Tiger Park (Football)	\$55.00	\$250.00
Field Rental - Old Tiger Park (Lacrosse)	\$55.00	\$110.00
Court Rental - Memorial Tennis	\$35.00	\$50.00
Court Rental - Wildwood Tennis	\$35.00	\$50.00
Court Rental - Memorial Volleyball	\$35.00	\$50.00



**Bentonville Parks and Recreation
2016 Recreation Programs - Fee Schedule**

No-Cost Community Events

Evening at Orchards- 4th of July Celebration
Easter at Orchards- Easter Egg Hunt
First Friday Flick- 5 movies
Frosty Flicks- 3 movies
MLK Essay Contest
Halloween Events
Yoga in the Park
Shakespeare in the Park
Dive in Movie
Wibit Wednesday
Water Polo
Pickin' at the DAC
Lighting of the Square
Veteran's Day Concert
Fall Festival
New's Day Celebration
St. Patrick's Day Concert
Community Center Anniversary Celebration

ORDINANCE NO. _____

**AN ORDINANCE ESTABLISHING CERTAIN FEES FOR
THE CITY OF BENTONVILLE PARKS AND
RECREATION DEPARTMENT AND COMMUNITY
CENTER.**

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

Section 1: That certain rates and fees for the Bentonville Parks and Recreation Department and Community Center should be and the same are hereby established as set forth in the fee schedule attached hereto as Exhibit "A".

Section 2: That all ordinances or parts of ordinances in conflict herewith should be and the same are hereby repealed.

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**

**Monday, February 8, 2016 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, February 9, 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: January 26, 2016**

AGENDA

1. Committee of the Whole **(Monday Night Only)**: Council will meet in the Planning Commission Meeting Room beginning at 6:00 p.m. to discuss procedure, agenda items and related topics. At approximately 6:45 p.m. the City passenger van will depart for Council's tour of the Rogers Animal Shelter, which Bentonville partners with for animal services. This tour will enable Council to see the facility and operations first hand.
2. The Airport Advisory Board Chairman, Brian Baldwin will be updating the City Council on the status and future of the Louise M. Thaden Field at Bentonville Municipal Airport.
3. An ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville, and assigning same to wards. (Barry W. & Kim Parsley)
4. An ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville, and assigning same to wards. (Sharon A. Beals)
5. An ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville, and assigning same to wards. (Martha Featherston)

6. Planning:

- 6a. **Lot Split: Lot 10 & 11, Dowell Addition, Grizzley Properties, LLC, North Walton Boulevard & Northwest 'J' Street, Zoned C-2.**

The planning commission voted 5-0 recommending approval. (January 19, 2016 Planning Meeting)

The applicant has submitted a lot split for property that fronts North Walton Boulevard to the east and NW 'J' Street to the west. The plat as provided by the applicant shows the creation of two new lots from one existing lot. The new lots will be known as Lot 10 (1.63 acres) and Lot 11 (2.40 acres), of Dowell Addition. Right-of-Way is being dedicated along Northwest 'J' Street per the Master Street Plan. A drainage and cross access easement will also be dedicated with the plat. Water and sewer services are available to this location.

- 6b. **Rezoning: Ronald L. Blackwell Trust, Southeast 'C' Street & Southeast 28th Street, Zoned A-1.**

The planning commission voted 7-0 recommending approval.

The applicant has requested a rezoning from A-1, Agricultural to R-4, High Density Residential, for the purpose of multi-family development.

- 6c. **Lot Split: Chad S. Hatfield Revocable Trust, Lot Split, 3401 Southwest 'F' Street, Zoned C-2, General Commercial.**

The planning commission voted 7-0 recommending approval.

The applicant has submitted a lot split for property that fronts North Walton Boulevard to the east and NW 'J' Street to the west. The plat as provided by the applicant shows the creation of two new lots from one existing lot. The new lots will be known as Lot 10 (1.63 acres) and Lot 11 (2.40 acres), of Dowell Addition. Right-of-Way is being dedicated along Northwest 'J' Street per the Master Street Plan. A drainage and cross access easement will also be dedicated with the plat. Water and sewer services are available to this location.

- 6d. **Ordinance: Design Standards for the Bentonville Municipal Airport.**

The planning commission voted 7-0 recommending approval.

7. City Council approval of an ordinance authorizing the Mayor and City Clerk to enter into an agreement with Ozark Regional Transit (ORT), a public transit authority, in the fixed amount of \$125,757.00 to provide transit services within the City of Bentonville and waiving the requirement for competitive bidding.
8. City Council approval of the appointment of Aaron Jones to the Bentonville Public Art Advisory Committee (PAAC). He will be filling the three-year term vacated by Napoleon Dezaldivar. His term will expire on October 13, 2018.

9. Recommend Mayor and City Council award the bid for a new dump truck to MHC Kenworth in the amount of \$104,750.00 for the Electric Department. This is a 2016 budgeted item.
10. Recommend Mayor and City Council award bid for a new dump truck to MHC Kenworth in the amount of \$104,750.00 for the Water Department. This is a 2016 budgeted item.
11. Wastewater staff requests bid award #16-04 for liquid aluminum sulfate to Ecotech Enterprises for the price of \$0.063 per wet pound. This chemical is used in the wastewater treatment process to reduce effluent phosphorous loading. This is a 2016 budgeted item.
12. Wastewater staff requests City Council approval of a change order for payment to Seven Valleys Concrete for repair of the wastewater treatment plant influent channel in the amount of (\$6,408.00), to compensate for the construction contract time over run of 20 calendar days. Original contract amount of \$224,008.00 was reduced to \$217,600.00.
13. Staff requests approval for waiver of bid for bi-annual replacement of cutter assembly. It is a single source budgeted item that cannot be altered or adapted to fit. The cutter assembly is a 2016 budgeted CIP item. Shipping and 9.5% tax has been added to the cost.
14. Staff requests City Council approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Garver for design, bidding and limited construction services for an influent by-pass channel at McKissic Lift station in an amount not to exceed \$39,900.00. This is a 2016 budgeted item.
15. City Council approval of an ordinance establishing fees for 2016 for the Parks and Recreation Department.