

1. Agenda

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[APRIL 26, 2016 CITY COUNCIL FULL AGENDA.PDF](#)

2. Short Agenda

Documents:

[APRIL 26, 2016 CITY COUNCIL SHORT AGENDA.PDF](#)



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, April 26, 2016 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, April 26, 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: April 12, 2016**

AGENDA

1. Presentation by Randal Morrison, an attorney specializing in sign regulations, to discuss the ruling in the Reed v. Gilbert Arizona U.S. Supreme Court case regarding municipal sign law and its impact on local sign codes and the changes proposed to Bentonville's sign code. **(Pages 4-8)**
2. Planning:
 - 2a. **Lot Split: Josh Mattingly, Lot 1 Mattingly Subdivision, 2902 Northwest 3rd Street, Zoned R-1, Single Family Residential.**
(Pages 11-14)
The planning commission voted 6-0 recommending approval.

The applicant has submitted a Lot Split for .62 of an acre to be known as Lot 1 Mattingly Subdivision. Right of way is being dedicated 35' from the centerline of Northwest 3rd Street consistent with Master Street plan for a Collector street. Water and sewer are both available on the south side of the street.
 - 2b. **Lot Split: Mt. Carmel Community in Bentonville, LLC: Lot 1 Mount Carmel Community Subdivision, Southwest Regional Airport Boulevard and Shell Road, Zoned C-2, General Commercial.**
(Pages 15-18)
The planning commission voted 6-0 recommending approval.

The applicant has submitted a lot split for 18.71 acres located on the South side of Southwest Regional Airport Boulevard and west of Greenhouse road. The property will be known as Lot 1 of Mount Carmel Community Subdivision. The plat reflects the access easements needed to navigate the project. Utility easements are being dedicated to facilitate the expansion of the public water, sewer and electric internal to the site. The Right of way reflects the current improvements that are underway on Southwest Regional Airport Boulevard.

- 2c. **Property Line Adjustment: SW A Building, LLC, Lots 17 & 18 Block 8 Clark's Second Addition, Southwest A Street and Southwest 4th Street, Zoned D-C, Downtown Core.**

(Pages 19-22)

The planning commission voted 6-0 recommending approval.

The applicant has submitted a Property Line Adjustment for lots 8 through 16 of Clark's Second addition located at the northwest corner of Southwest A Street and Southwest 4th Street. The owner intends to combine the lots into two lots to be known as Lot 17 (.42 acres) and Lot 18 (.97 acres) Block 8 Clark's Second Addition. The property line adjustment is needed to facilitate the development of Clark's Second Commercial Development. All required utility easements are being dedicated with this plat. Right of way is being dedicated along Southwest A Street per the Master Street Plan. The applicant is requesting the east to west alley be relocated south and right of way is being dedicated to accommodate the new alley location. Drainage easements are being dedicated for the storm water infrastructure.

- 2d. **Rezoning: Mount Carmel Community in Bentonville, LLC, Southwest Regional Airport Road and Southwest Cornerstone Road, Zoned R-1.**

(Pages 23-27)

The planning commission voted 6-0 recommending approval.

The applicants have requested a rezoning from R-1, Single Family Residential to C-2, General Commercial. The property is currently vacant, city services are adequate at this location. The rezoning request is consistent with the City of Bentonville's Future Land Use Map, which depicts this property as commercial.

- 2e. **Rezoning: SW A Building, LLC, Southwest 4th Street and Southwest A Street, Zoned R-1.**

(Pages 28-32)

The planning commission voted 6-0 recommending approval.

The applicant has requested a rezoning from R-1, Single Family Residential to D-C, Downtown Core. The property is vacant along an urban mixed use corridor. A Large Scale Development has been submitted for this property. During the review of that document it has been determined that all city services are adequate. This rezoning request is consistent with the City of Bentonville's Future Land Use Map, which depicts this property as mixed use.

- 2f. **Rezoning: Bentonville Child Care and Development Center, Inc., Northeast J Street, Zoned R-1, R-E, and A-1.**

(Pages 33-37)

The planning commission voted 6-0 recommending approval.

The applicants have requested a rezoning from R-1, Single Family Residential, R-E, Residential Estate and A-1, Agricultural to R-O, Residential Office. The property is currently vacant, Water and Electric services are adequate at this location. Sanitary Sewer will need to be extended to the site before development can occur. This rezoning is consistent with the City of Bentonville's Future Land Use Map.

3. Public hearing and ordinance vacating a street right-of-way located at 200 NE "A" Street by 21C, LLC, to the City of Bentonville, Arkansas, Benton County, Arkansas. **(Pages 38-42)**
4. Approval of a resolution and setting a public hearing for the City of Bentonville City Council meeting scheduled for June 28, 2016 regarding the condemnation of structures located at 1405 Crescent Street, parcel #01-08510-000, 1407 Crescent Street, parcel #01-08511-000 and 1409 Crescent Street, parcel #01-08512-000. **(Pages 43-65)**
5. Extend the contract for year two of three to Pyro Shows for the annual fourth of July pyrotechnic display. Budget amount \$30,000.00. **(Pages 66-69)**
6. A resolution authorizing the Mayor and City Council to enter into a contract with Osmose to provide pole testing to the City of Bentonville Electric Department for an amount not to exceed \$26,600.00. **(Pages 70-96)**
- 7a. Staff recommends Council approval of a Resolution authorizing the Mayor and City Clerk to enter into an Revised Utility Agreement with the Arkansas State Highway Commission for additional engineering services performed by Garver, LLC associated with the AHTD Project No. CA0902 - Interstate 49 Improvements, Hwy 62/102 - Hwy 72. The additional work includes the cost of the engineering services through the bidding phase. **(Pages 97-102)**
- 7b. Budget Adjustment to front additional costs as a result of the amended agreement for preliminary engineering associated with the Utility Agreement with the Arkansas State Highway Commission for AHTD Project No. CA0902 - Interstate 49 Improvements, Hwy 62/102 - Hwy 72. **(Pages 103-104)**
8. Staff recommends Council approval of a Resolution authorizing the Mayor and City Clerk to enter into a revised professional services agreement with Garver in an amount not to exceed \$16,150.00 for preliminary engineering services associated with the Utility Agreement with the Arkansas State Highway Commission for AHTD Project No. CA0902 - Interstate 49 Improvements, Hwy 62/102 - Hwy 72. This amendment increases Garver's engineering contract to \$40,050.00 This contract will qualify for reimbursement per AHTD's Utility Accommodation Policy. **(Pages 105-111)**
9. Parks and Recreation Staff seeks City Council's approval of a bid award to Challenger Teamwear in an amount not to exceed \$47,000.00 for the purchase of uniforms for the 2016-2017 Youth Soccer Season. **(Pages 112-117)**



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

AGENDA FORM

CITY COUNCIL MEETING OF:

April 26, 2016

Submitted by: Galloway & Camille Thom

Department

Planning

Phone

271-6809

ACTION REQUIRED:

Presentation by Randal Morrison, an attorney specializing in sign regulations, to discuss the ruling in the Reed v. Gilbert Arizona U.S. Supreme Court case regarding municipal sign law and its impact on local sign codes and the changes proposed to Bentonville's sign code.

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





MEMO

Sign Law Presentation

TO: City Council
FROM: Troy Galloway, AICP, Community & Economic Development Director
Camille Thompson, Staff Attorney
CC DATE: April 15, 2016
RE: Sign Law Presentation

United States Supreme Court Ruling

As many of you are aware, in early 2015, the U.S. Supreme Court considered the case of Reed v. Gilbert Arizona and issued an important ruling regarding municipal sign law regulation, particularly with regard to content-based sign regulations. As a result of that case, municipalities throughout the United States are reviewing their sign ordinances in order to ensure compliance with this ruling.

Professional Guidance and Sign Law Presentation

In August 2015, the city contracted with Randal Morrison to review our sign code in light of the Reed v Gilbert Supreme Court case findings. Mr. Morrison is an attorney specializing in sign regulations, with expertise in this field generally and the Reed case specifically. Over the last several months, we have worked with Mr. Morrison to make the necessary changes to our sign code to bring it into compliance with the court ruling. We have invited Mr. Morrison to attend our April 26 Planning Commission and City Council meetings to discuss sign law, Reed v Gilbert and its impact on local sign codes and the changes proposed to Bentonville's sign code.

No Action Required

No action is required at this time. In the near future, staff will present an ordinance based on Mr. Morrison's guidance, but we want Council to understand the legal framework prior to consideration of the ordinance. Additionally, the Arkansas Municipal League and the International Municipal League are reportedly working on model ordinances, and their recommendations will be considered as well.

Summary of Changes

GENERALLY

- Created separate chapters for signs on private property and signs on public property.
- Added sections establishing the title, authority to regulate, applicability and intent.
- Added to the existing purpose section.
- Replaced "business" with "establishment" (content-based).
- Removed requirement that sign permit applications have to provide the text, graphic and images (content-based).
- The Director has the authority to approve changes in common signage plans or sign permits. Added that the purpose of the ordinance must be used as criteria in making that decision.
- Added the following "message neutrality policy" (content-based).
***Message Neutrality Policy.** It is the policy of the City to regulate signs in a manner that does not favor commercial speech over noncommercial speech and does not regulate protected noncommercial speech by message content.*
- Added the following "message substitution policy" to avoid favoring commercial speech over non-commercial speech. (content-based).
***A. Message Substitution Policy.** The purpose of this provision is to prevent any favoring of commercial speech over non-commercial speech, or favoring of any particular protected noncommercial message over any other protected noncommercial message.*
 - 1. A constitutionally protected noncommercial message may be substituted, in whole or in part, for any allowed commercial message or any other protected noncommercial message, provided that the sign structure or mounting device is legal.*
 - 2. Any substitution shall require the private property owner's consent.*
 - 3. The message substitution policy does not:*
 - a. Create a right to increase the total amount of sign display area on a site or parcel;*
 - b. Create a right to substitute an off-site commercial message in place of an onsite commercial message or in place of a noncommercial message;*
 - c. Affect the requirement that a sign structure or mounting device must be properly permitted;*
 - d. Authorize changing the physical method of image presentation (such as digital or neon) display without a permit; or*

e. Authorize a physical change to the sign structure without compliance with applicable building codes, safety codes, and neutrally-applicable rules for sign size, height, orientation, setback, separation or illumination.

- Added an artwork policy.
Artwork Policy. *It is the policy of the City that works of art which do not identify a commercial business, establishment, product or service and which are not thematically linked to a commercial business, establishment, product or service, will not be considered a sign regulated by this Article.*
- Distinguished onsite and offsite regulations as applicable only to commercial messages.
Onsite-Offsite Distinction. *Within this Article, the distinction between onsite signs and offsite signs applies only to commercial messages. It does not apply to noncommercial messages.*
- Removed “construction signs” from being required to be constructed of permanent materials. (content-based)
- Added illumination measurement criteria for electronic message boards, based on footcandles measured at a certain distance from the sign.
- Added clarification for “obsolete sign” to include signs that are in a state of disrepair that is beyond 50% of the current repair or replacement cost or the sign is proposed for major alteration or replacement, thereby requiring that the sign be brought into conformance with the code.
- A banner sign is currently required to be attached to a building or existing sign. Added that if no building or sign is available, the Director may authorize another method of installation that creates a frame around the banner.

TEMPORARY SIGNS

- Removed regulations for the following temporary signs allowed without a permit: (content-based)
 - Construction Signs
 - Farm Signage
 - Flags
 - Historic Markers
 - Holiday Decorations
 - Identification Signs
 - Non-legible
 - Non-profit announcements
 - Political Signs
 - Real estate signs
 - Religious institution direction signs (this was at the heart of the Reed v. Gilbert, AZ case.)
 - Stadium signage
 - Traffic control signs
 - Vending machines, ATMs, gas pumps
 - Yard sale signs

- Added one section to cover all of these temporary signs:

Temporary Signs.

- Residential Uses.** Each legal dwelling unit may have a total display area (cumulative of all temporary signs on the lot) of 24 square feet at all times. Such signage may be used to display any protected noncommercial message but may not be used for general advertising for hire.
 - Non-residential Uses.** Each non-residential establishment may have a total display area (cumulative of all temporary signs on the lot) of 36 square feet at all times. Such signage may be used to display any protected noncommercial message but may not be used for general advertising for hire.
- Added that additional signs are allowed with certain conditions of the property:

Property Condition	Land Use		Max. No. Allowed	Max. Area	Max. Height
	Residential	Nonresidential			
1. Property Under Construction	•		1 /street frontage of the lot	16 sq. ft.	6 ft.
		•	1/street frontage of the neighborhood or subdivision	32 sq. ft.	12 ft.
2. Subdivision Under Construction	•	•	1 /street frontage of the lot or development	32 sq. ft.	12 ft.
3. Property for Sale or Lease	•		1 freestanding / street frontage and 1 wall/dwelling unit	8 sq. ft.	6 ft.
		•	1 freestanding / street frontage and 1 wall / lease space	32 sq. ft.	8 ft.

- Added the specific sign types that will be allowed on nonresidential property with an approved temporary sign permit as banners, wall signs, commercial mascot, yard signs, and projected images.

PERMANENT SIGNS

- Reorganized the table for signs allowed with a permanent sign permit.
- Removed all definitions into a separate definitions section at the end of the chapter.
- For signs adjacent to I49, added a clarification that the use must cater to travelers, justifying the taller and larger sign to be seen from the highway.
- Combined the regulations for signs on awnings and canopies.
- Combined the regulations for marquee, projecting and suspended signs.

ELECTRONIC BILLBOARDS

- Changed the replacement ratio from "sign faces" to "square feet."
- Added requirements for dimming capabilities.

**City Council
Agenda
April 26, 2016**

Lot Split: Josh Mattingly, Lot 1 Mattingly Subdivision, 2902 Northwest 3rd Street, Zoned R-1, Single Family Residential.

The planning commission voted 6-0 recommending approval.

The applicant has submitted a Lot Split for .62 of an acre to be known as Lot 1 Mattingly Subdivision. Right of way is being dedicated 35' from the centerline of Northwest 3rd Street consistent with Master Street plan for a Collector street. Water and sewer are both available on the south side of the street.

Lot Split: Mt. Carmel Community in Bentonville, LLC: Lot 1 Mount Carmel Community Subdivision, Southwest Regional Airport Boulevard and Shell Road, Zoned C-2, General Commercial.

The planning commission voted 6-0 recommending approval.

The applicant has submitted a lot split for 18.71 acres located on the South side of Southwest Regional Airport Boulevard and west of Greenhouse road. The property will be known as Lot 1 of Mount Carmel Community Subdivision. The plat reflects the access easements needed to navigate the project. Utility easements are being dedicated to facilitate the expansion of the public water, sewer and electric internal to the site. The Right of way reflects the current improvements that are underway on Southwest Regional Airport Boulevard.

Property Line Adjustment: SW A Building, LLC, Lots 17 & 18 Block 8 Clark's Second Addition, Southwest A Street and Southwest 4th Street, Zoned D-C, Downtown Core.

The planning commission voted 6-0 recommending approval.

The applicant has submitted a Property Line Adjustment for lots 8 through 16 of Clark's Second addition located at the northwest corner of Southwest A Street and Southwest 4th Street. The owner intends to combine the lots into two lots to be known as Lot 17 (.42 acres) and Lot 18 (.97 acres) Block 8 Clark's Second Addition. The property line adjustment is needed to facilitate the development of Clark's Second Commercial Development. All required utility easements are being dedicated with this plat. Right of way is being dedicated along Southwest A Street per the Master Street Plan. The applicant is requesting the east to west alley be relocated south and right of way is being dedicated to accommodate the new alley location. Drainage easements are being dedicated for the storm water infrastructure.

Rezoning: Mount Carmel Community in Bentonville, LLC, Southwest Regional Airport Road and Southwest Cornerstone Road, Zoned R-1.

The planning commission voted 6-0 recommending approval.

The applicants have requested a rezoning from R-1, Single Family Residential to C-2, General Commercial. The property is currently vacant, city services are adequate at this location. The rezoning request is consistent with the City of Bentonville's Future Land Use Map, which depicts this property as commercial.

Rezoning: SW A Building, LLC, Southwest 4th Street and Southwest A Street, Zoned R-1.

The planning commission voted 6-0 recommending approval.

The applicant has requested a rezoning from R-1, Single Family Residential to D-C, Downtown Core. The property is vacant along an urban mixed use corridor. A Large Scale Development has been submitted for this property. During the review of that document it has been determined that all city services are adequate. This rezoning request is consistent with the City of Bentonville's Future Land Use Map, which depicts this property as mixed use.

Rezoning: Bentonville Child Care and Development Center, Inc., Northeast J Street, Zoned R-1, R-E, and A-1.

The planning commission voted 6-0 recommending approval.

The applicants have requested a rezoning from R-1, Single Family Residential, R-E, Residential Estate and A-1, Agricultural to R-O, Residential Office. The property is currently vacant, Water and Electric services are adequate at this location. Sanitary Sewer will need to be extended to the site before development can occur. This rezoning is consistent with the City of Bentonville's Future Land Use Map.

Planning Commission Staff Report
Lot Split: Lot 1 Mattingly Subdivision

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Beau Thompson, AICP, Senior Planner
PC DATE: April 19, 2016

GENERAL INFORMATION:

Project Number: 15-05000043

Applicant: Josh Mattingly

Representative: Josh Mattingly

Requested Action: Lot Split Approval

Location: 2902 Northwest 3rd Street

Existing Zoning: R-1, Single Family Residential

Land Use Plan: Residential Estate

BACKGROUND:

The applicant has submitted a Lot Split for .62 of an acre to be known as Lot 1 Mattingly Subdivision. Right of way is being dedicated 35' from the centerline of Northwest 3rd Street consistent with Master Street plan for a Collector street. Water and sewer are both available on the south side of the street.

SURROUNDING LAND USES AND ZONING:

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

STREETS

Direction	Name	Classification
North	-	-
South	Northwest 3 rd Street	Collector
East		
West	-	-

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 is the location of an existing single family residential home and a detached two car garage within a developed residential subdivision.

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

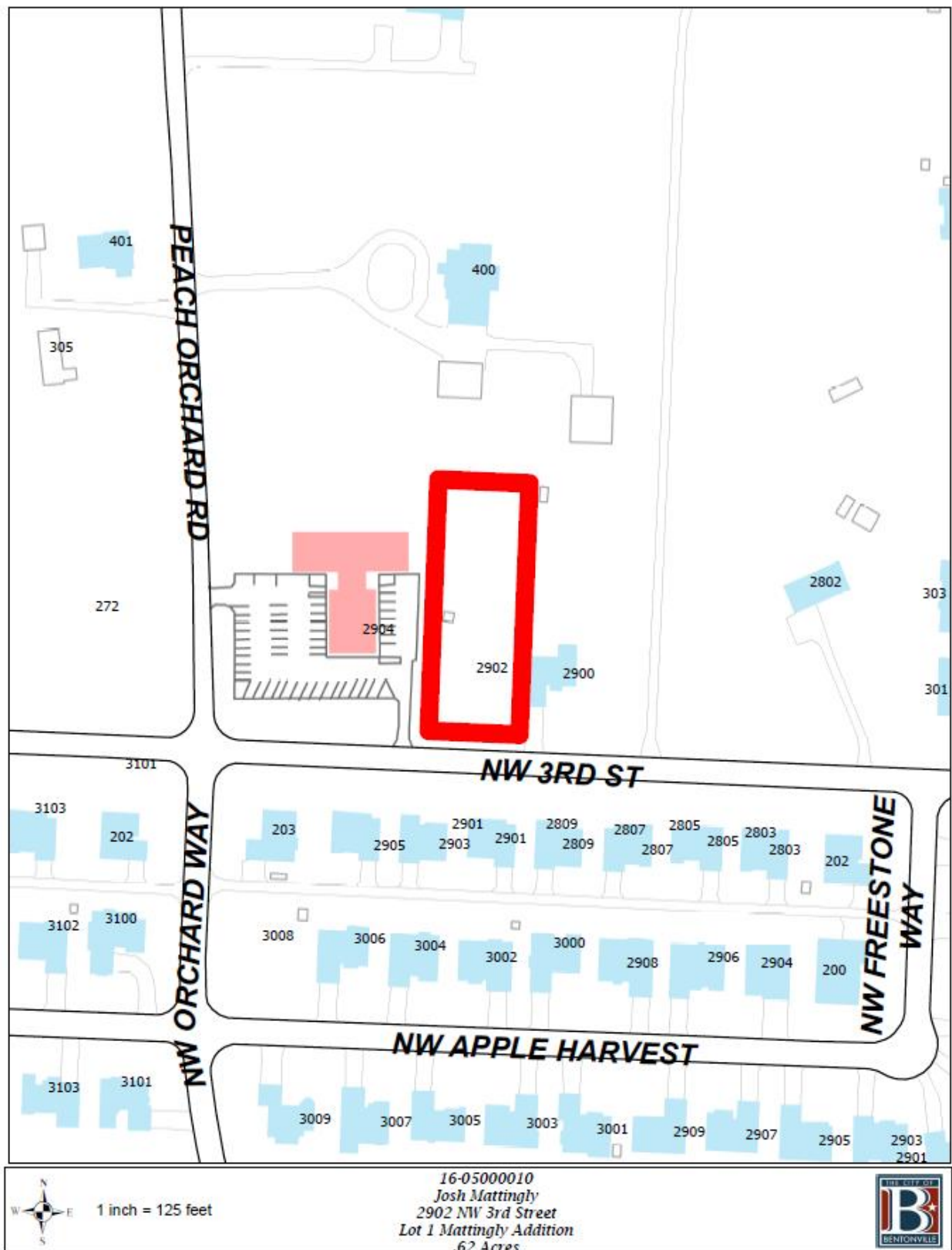
Water / Sewer: Per the G.I.S. site, water and sewer are currently located on site. The sewer taps are in place on the south side and street has been bored for the extension. .

Waiver(s):

Analysis / Conclusion: This lot split DOES meet the minimum requirements of the subdivision regulations.

RECOMMENDATION:

Staff has reviewed this application and recommends APPROVAL.



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 1 MATTINGLY ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS.

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lot 1 Mattingly Addition, Benton County Arkansas, was submitted to the Bentonville Planning Commission On the 19th day of April , 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, 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 Lot 1 Mattingly Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2016

ATTEST: APPROVED

CITY CLERK

MAYOR

Planning Commission Staff Report
Lot Split: Lot 1 Mount Carmel Community Subdivision

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Beau Thompson, AICP, Senior Planner
PC DATE: April 19, 2016

GENERAL INFORMATION:

Project Number: 16-05000012

Applicant: Mt. Carmel Community in Bentonville, LLC

Representative: Kyle Salyer

Requested Action: Lot Split Approval

Location: Southwest Regional Airport Boulevard and Shell Road

Existing Zoning: C-2, General Commercial

Land Use Plan: Commercial

BACKGROUND:

The applicant has submitted a lot split for 18.71 acres located on the South side of Southwest Regional Airport Boulevard and west of Greenhouse road. The property will be known as Lot 1 of Mount Carmel Community Subdivision. The property owner plans to develop a community at this location. The plat reflects the access easements needed to navigate the project. Utility easements are being dedicated to facilitate the expansion of the public water, sewer and electric internal to the site. The Right of way reflects the current improvements that are underway on Southwest Regional Airport Boulevard.

SURROUNDING LAND USES AND ZONING:

Direction	Zoning	Land Use
North	Benton County	Office
South	C-2, General Commercial and R-1, Single Family Residential	Commercial
East	R-1, Single Family Residential	Low Density Residential
West	R-1, Single Family Residential	Low Density Residential

STREETS

Direction	Name	Classification
North	-	-
South	-	-
East	Southwest 'D' Street	Local
West	-	-

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 is the location of vacant commercial property along a partially developed commercial corridor.

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

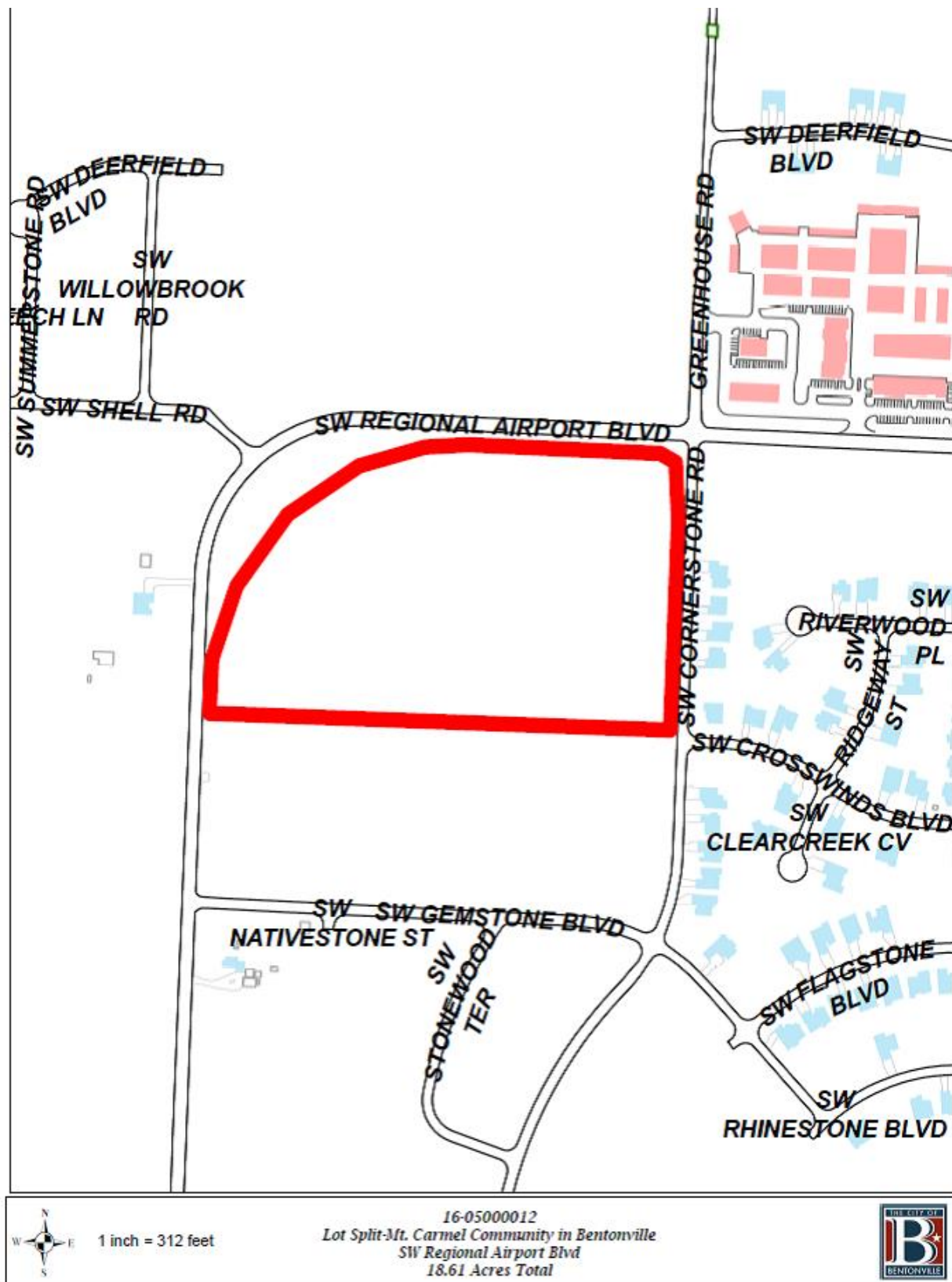
Water / Sewer: Per the G.I.S. site, water and sewer are currently available along Southwest Regional Airport Boulevard. These services will be extended into the property.

Waiver(s):

Analysis / Conclusion: This lot split DOES meet the minimum requirements of the subdivision regulations.

RECOMMENDATION:

Staff has reviewed this application and recommends APPROVAL



ORDINANCE NO. _____

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

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lot 1 Mount Carmel Community Subdivision, Benton County Arkansas, was submitted to the Bentonville Planning Commission On the 19th day of April, 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, and after consideration and deliberation said Council is of the opinion that said lot split should be approved.

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

Section 1: That the lot split of Lot 1 Mount Carmel Community Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2016

ATTEST:

APPROVED

CITY CLERK

MAYOR

Planning Commission Staff Report
Property Line Adjustment: Lots 17 and 18 Block 8 Clark's Second Addition

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Beau Thompson, AICP, Senior Planner
PC DATE: April 19, 2016

GENERAL INFORMATION:

Project Number: 16-07000007

Applicant: SW A Building, LLC

Representative: Brahm Driver

Requested Action: Property Line Adjustment Approval

Location: Southwest A Street and Southwest 4th Street

Existing Zoning: D-C, Downtown Core

Land Use Plan: Mixed Use

BACKGROUND:

The applicant has submitted a Property Line Adjustment for lots 8 through 16 of Clark's Second addition located at the northwest corner of Southwest A Street and Southwest 4th Street. The owner intends to combine the lots into two lots to be known as Lot 17 (.42 acres) and Lot 18 (.97 acres) Block 8 Clark's Second Addition. The property line adjustment is needed to facilitate the development of Clark's Second Commercial Development. All required utility easements are being dedicated with this plat. Right of way is being dedicated along Southwest A Street per the Master Street Plan. The applicant is requesting the east to west alley be relocated south and right of way is being dedicated to accommodate the new alley location. Drainage easements are being dedicated for the storm water infrastructure.

SURROUNDING LAND USES AND ZONING:

Direction	Zoning	Land Use
North	D-C, Downtown Core	Mixed Use
South	D-C, Downtown Core	Mixed Use
East	D-C, Downtown Core	Mixed Use
West	R-1, Single Family Residential	Downtown Mixed Use Residential

STREETS

Direction	Name	Classification
North		
South	Southwest 4 th Street	Local Street
East	Southwest A Street	Urban Collector
West		

TRAFFIC FINDINGS

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

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

STANDARD CONDITIONS OF APPROVAL

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

ISSUES / ANALYSIS:

Site Inspection: A site inspection was completed; this site is currently vacant in a downtown mixed use area.

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

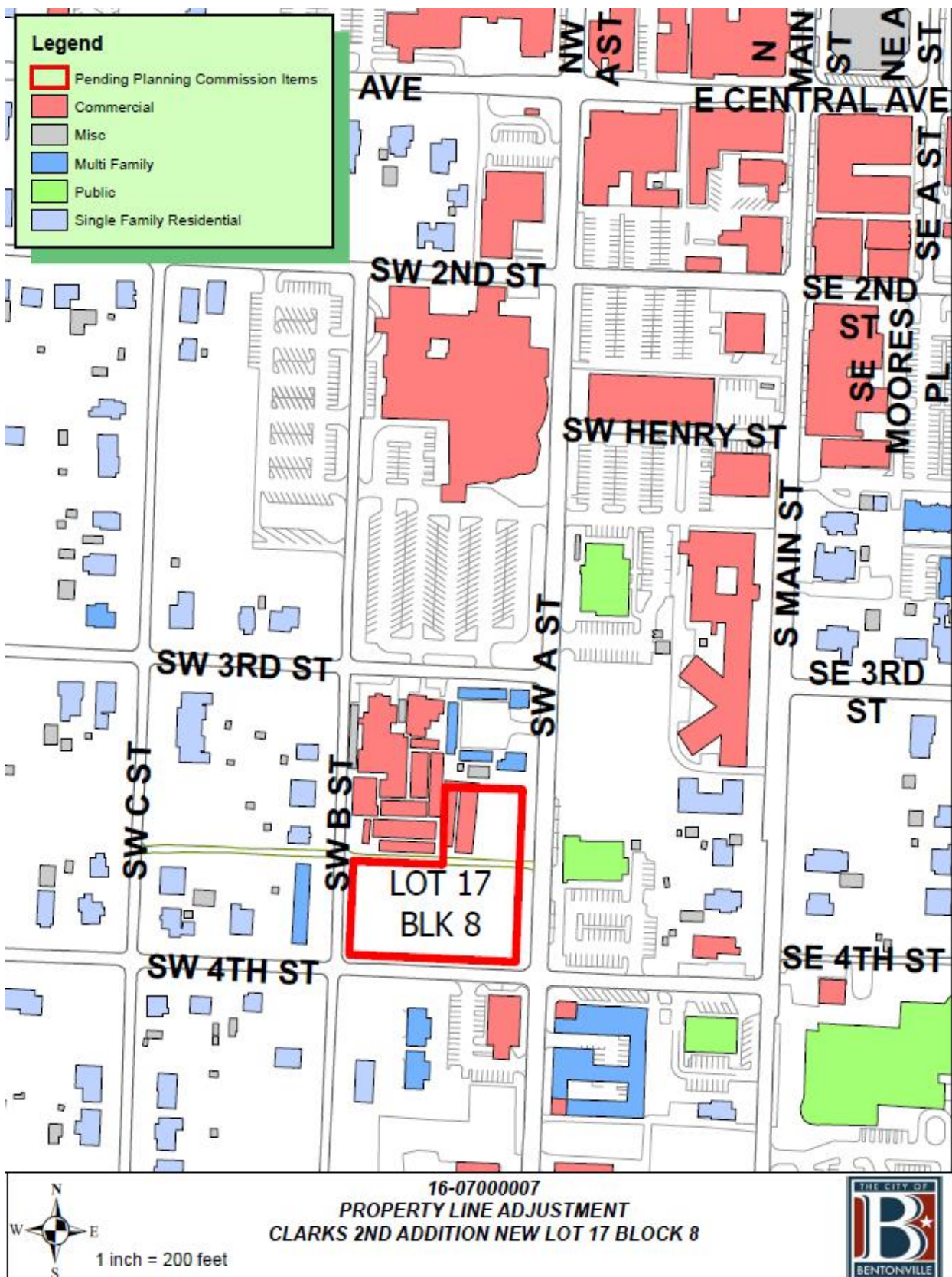
Water / Sewer: Per the G.I.S. site, water and sewer currently in use on site.

Waiver(s):

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

RECOMMENDATION:

Staff has reviewed this application and recommends Approval.



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 17 AND 18
BLOCK 8 CLARK'S SECOND ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment Lots 17 and 18 Block 8 Clark's Second Addition to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 19th day of April, 2016 and

WHEREAS, said property line adjustment is attached hereto as Exhibit "A" and

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

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

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

Section 1: That the property line adjustment of Lots 17 and 18 Block 8 Clark's Second Addition, to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2016

ATTEST

APPROVED

CITY CLERK

MAYOR



PC Meeting of: April 19, 2016

The City of Bentonville, Arkansas

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

REZONING: Mount Carmel Community in Bentonville, LLC (R-1, Single Family Residential to C-2, General Commercial)

Current Planning Division Correspondence: Planning Commission Staff Report

TO: City of Bentonville, Arkansas Planning Commission
FROM: Beau Thompson, AICP, Senior Planner
THRU: Troy Galloway, AICP, Community Development Director
DATE: April 19, 2016

GENERAL INFORMATION

H.T.E. Project Number: 16-09000006

Applicant/Current Owner: Troy Link Enterprises LLC

Representative: Sammi May with Morrison Shipley

Requested Action: Rezoning

Location: Southwest Regional Airport Road and Southwest Cornerstone Road

Existing Zoning: R-1, Single Family Residential

Proposed Zoning: C-2, General Commercial

Future Land Use Map Designation: Commercial

BACKGROUND / HISTORY

Property Description/Site Inspection: A site inspection was completed; this property is vacant along a major east to west corridor.

Previous Rezoning Requests for this Property: The property was rezoned in 2003 as part of the original Cornerstone Planned Unit Development.

Surrounding Land Uses & Zonings:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	Agricultural	Benton County	Office
South	Retention ponds	C-2, General Commercial and R-1, Single Family Residential	Commercial
East	Single family dwellings	C-2, General Commercial and R-1, Single Family Residential	Low Density Residential
West	Single family dwellings	R-1, Single Family Residential	Low Density Residential

Surrounding Streets & Classifications:

Direction	Name	Master Street Plan Classification	Current Condition
North and South	Southwest Regional Airport Boulevard	Arterial	Under Construction to 5 lanes
East	Southwest Cornerstone Road	Local Street	2 lanes with Curb and Gutter
West			

LEGAL NOTIFICATIONS

Public Notice: On March 8, 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 March 17, 2016. In addition, staff posted a notice of public hearing sign on the property on April 1, 2016. This DOES meet legal noticing requirements and are adequate for the scope of this rezoning application.

RELATIONSHIP TO THE GENERAL PLAN AND FUTURE LAND USE MAP

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

Finding(s) of Staff: The proposed zoning is consistent with the adjacent C-2, General commercial zoning located to the north. This would be a continuation and extension of an existing parcel that is already zoned C-2.

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

Finding(s) of Staff: The proposed zoning designation would create a traffic concern.

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

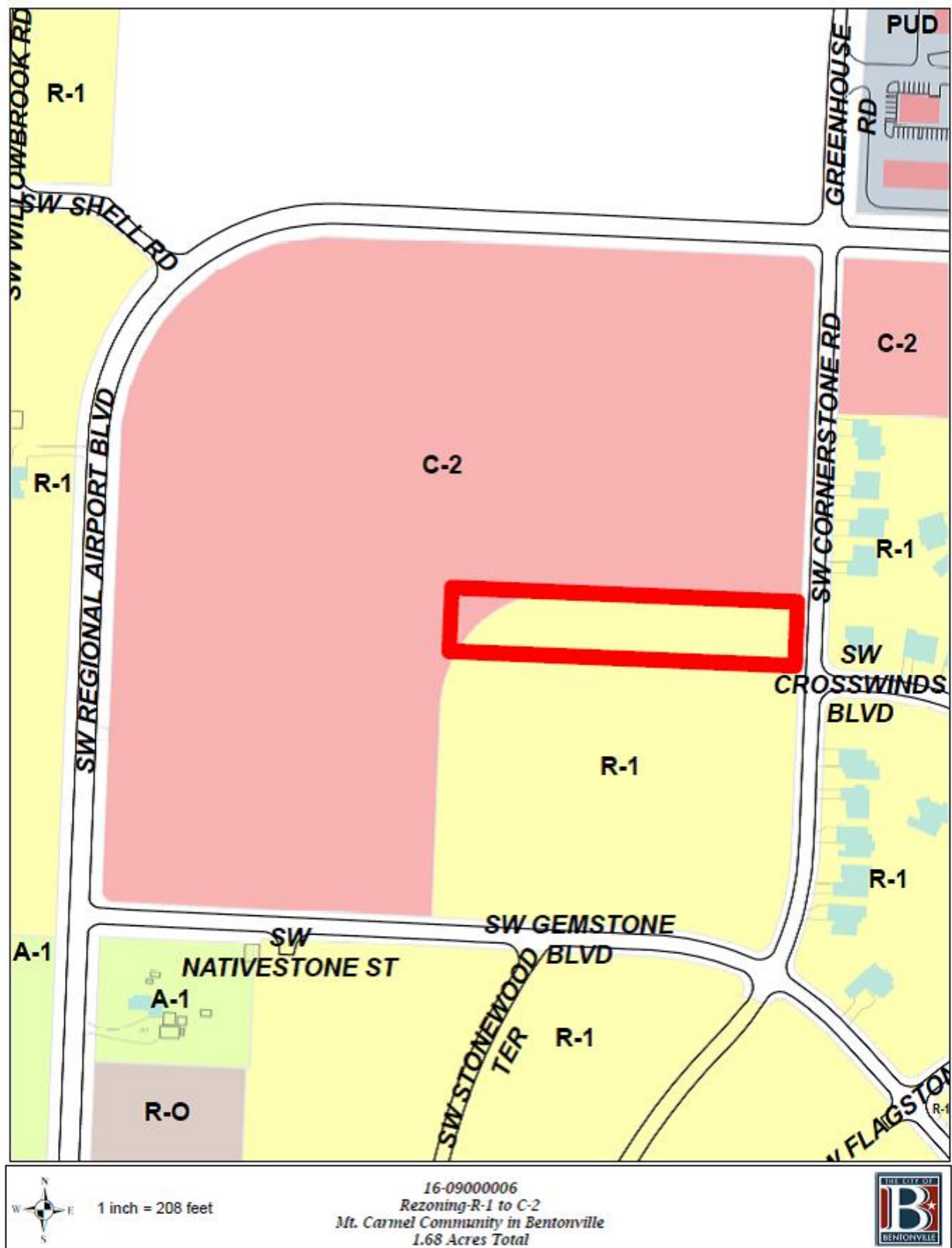
Finding(s) of Staff: City services are adequate at this location.

ANALYSIS, CONCLUSION, & SUMMARY

The rezoning request is consistent with the City of Bentonville's Future Land Use Map, which depicts this property as commercial. The property is located within an activity node based on the land use map. The general plan encourages a mixed of uses in the centers and specifically encourages commercial and residential uses within close proximity.

STAFF RECOMMENDATION

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



ORDINANCE NO. _____

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

WHEREAS, Troy Link Enterprises LLC 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 C-2 to be used in accordance with city zoning laws and state laws; which property is described as follows.

Part of the NW ¼ of the SW ¼ of Section 11, Township 196N, Range 31W and more particularly described as follows:

Beginning at the NE Corner of said NW ¼ of the SW ¼.

Thence N87°46'01"W, 63.70';

Thence S2°13'59"W, 33.90';

Thence S2°13'59"W, 8.10';

Thence S42°32'50"E, 35.28';

Thence S2°19'52"W, 142.29';

Thence 2°19'52"W, 442.97' to the point of beginning.

Thence S2°19'52"W, 115.00';

Thence N87°39'00"W, 635';

Thence N2°19'52"E, 115';

Thence S87°39'00"E, 635' to the point of beginning.

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 19th day of April 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 C-2 property;

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

Section 1: That the above described real property is hereby changed from its present classification to C-2 property to be used in accordance with the City zoning laws of the State of Arkansas.

PASSED AND APPROVED this _____ day of _____, 2016

ATTEST

APPROVED

CLERK

MAYOR



PC Meeting of: April 19, 2016

The City of Bentonville, Arkansas

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

REZONING: SW A Building, LLC (R-1, Single Family Residential to D-C, Downtown Core)

Current Planning Division Correspondence: Planning Commission Staff Report

TO: City of Bentonville, Arkansas Planning Commission
FROM: Beau Thompson, AICP, Planner
THRU: Troy Galloway, AICP, Community Development Director
DATE: April 19, 2016

GENERAL INFORMATION

H.T.E. Project Number: 16-09000008
Applicant/Current Owner: SW A Building LLC
Representative: Brenda Anderson
Requested Action: Rezoning
Location: Southwest 4th Street and Southwest A Street
Existing Zoning: R-1, Single Family Residential
Proposed Zoning: D-C, Downtown Core
Future Land Use Map Designation: Mixed Use

BACKGROUND / HISTORY

Property Description/Site Inspection: A site inspection was completed; this property is vacant along a urban mixed use corridor.

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

Surrounding Land Uses & Zonings:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	Matkins Nursery	D-C, Downtown Core	Mixed Use
South	Townhomes under construction	D-C, Downtown Core	Mixed Use
East	Vacant	D-C, Downtown Core	Mixed Use
West	Two Family Dwelling	R-1, Single Family Residential	Downtown Mixed Use Residential

Surrounding Streets & Classifications:

Direction	Name	Master Street Plan Classification	Current Condition
North	-	-	-
South	Southwest 4 th Street	Local Street	2 lane no curb or gutter
East	Southwest 'A' Street	Urban Collector	2 lane striped no curb on west side
West	-	-	-

LEGAL NOTIFICATIONS

Public Notice: On March 10, 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 March 17, 2016. In addition, staff posted a notice of public hearing sign on the property on April 1, 2016. This DOES meet legal noticing requirements and are adequate for the scope of this rezoning application.

RELATIONSHIP TO THE GENERAL PLAN AND FUTURE LAND USE MAP

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

Finding(s) of Staff: The intent of the Downtown Core zoning district is to maintain and expand the pedestrian oriented character of the town square. The physical form is of an urban character with uses that promote retail with upper story residential uses permitted. The proposed zoning change is consistent with good land 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 zoning will not change current traffic conditions at this location. The proposed zoning is located within the downtown area where the city's street grid infrastructure is adequate and offers motorists a variety of options when traveling in all directions.

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.

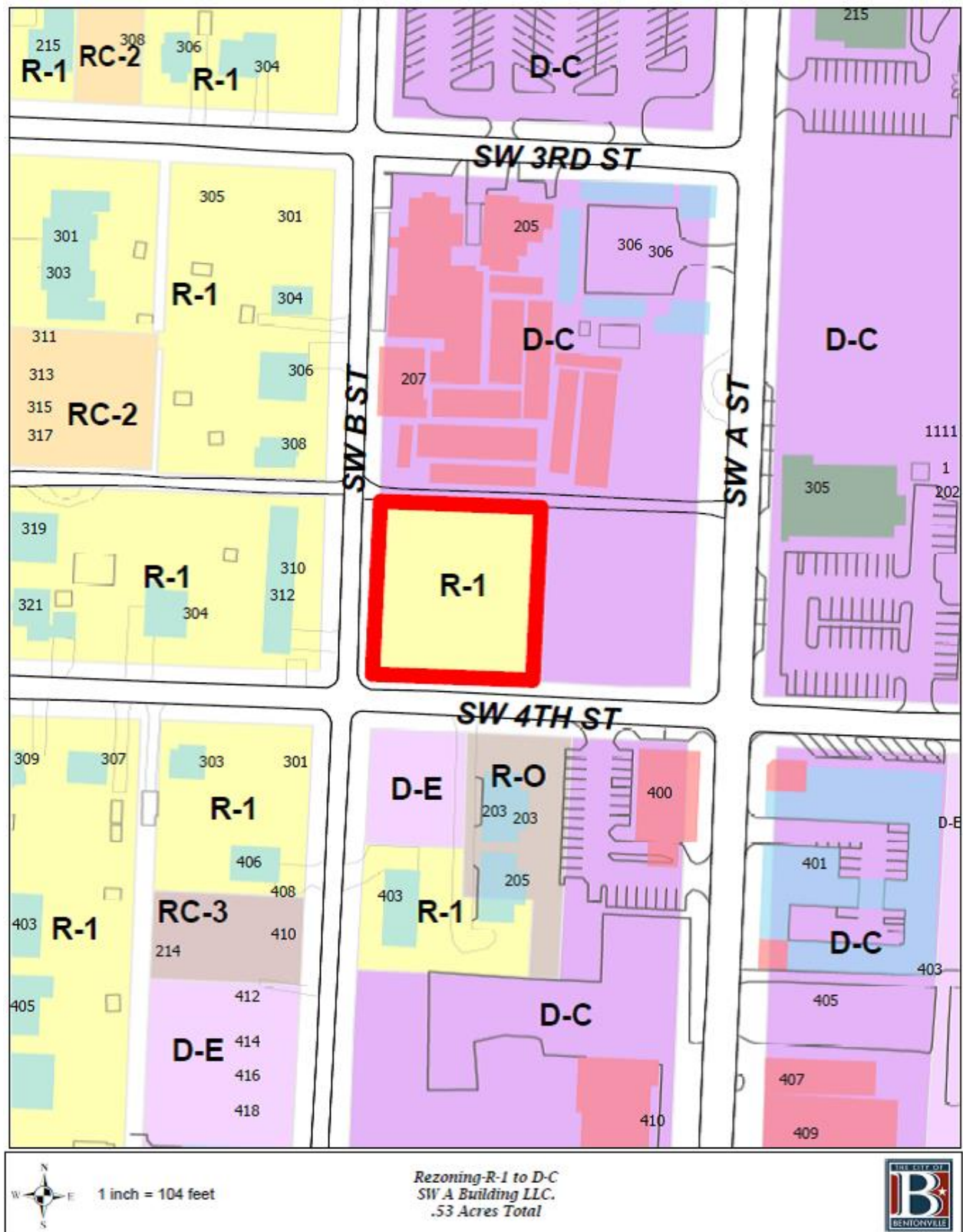
Finding(s) of Staff: A Large Scale Development has been submitted for this property. During the review of that document it has been determined that all city services are adequate.

ANALYSIS, CONCLUSION, & SUMMARY

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

STAFF RECOMMENDATION

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



ORDINANCE NO. _____

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

WHEREAS, SW A Building LLC 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 D-C to be used in accordance with city zoning laws and state laws; which property is described as follows.

Lots 11, 12, & 13 of Clark's Second Addition as recorded in Benton County Clerk's office Plat Record 'Q' Page 502.

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 19th day of April 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 D-C property;

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

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



PC Meeting of: April 19, 2016

The City of Bentonville, Arkansas

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

REZONING: Bentonville Child Care and Development Center, Inc. (R-1, R-E and A-1 to R-O, Residential Office)

Current Planning Division Correspondence: Planning Commission Staff Report

TO: City of Bentonville, Arkansas Planning Commission
FROM: Beau Thompson, AICP, Senior Planner
THRU: Troy Galloway, AICP, Community Development Director
DATE: April 19, 2016

GENERAL INFORMATION

H.T.E. Project Number: 16-09000013

Applicant/Current Owner: Bentonville Child Care and Development Center Inc.

Representative: Dirk Thibodaux with Grayrock Consulting

Requested Action: Rezoning

Location: Northeast J Street

Existing Zoning: R-1, Single Family Residential, R-E, Residential Estate and A-1, Agricultural

Proposed Zoning: R-O, Residential Office

Future Land Use Map Designation: Mixed Use and High Density Residential

BACKGROUND / HISTORY

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

Previous Rezoning Requests for this Property: No information on the rezonings exists at this time.

Surrounding Land Uses & Zonings:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	Vacant	A-1, Agricultural	High Density Residential
South	Multifamily	R-3, Medium Density Residential	Low Density Residential
East	Single Family Neighborhood and a Lot lot single family estate	R-E, Residential Estate and R-1, Single Family Residential	Low Density Residential and Mixed Use
West	Vacant Agricultural Land	A-1, Agricultural and R-1, Single Family Residential	Medium Density Residential

Surrounding Streets & Classifications:

Direction	Name	Master Street Plan Classification	Current Condition
North			
South			
East	Northeast J Street	Arterial Street	2 lane improved with center turning lane
West			

LEGAL NOTIFICATIONS

Public Notice: On March 30, 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 March 21, 2016. In addition, staff posted a notice of public hearing sign on the property on April 1, 2016. This DOES meet legal noticing requirements and are adequate for the scope of this rezoning application.

RELATIONSHIP TO THE GENERAL PLAN AND FUTURE LAND USE MAP

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

Finding(s) of Staff: The R-O, Residential Office district is consistent with the land use and zoning plan. The R-O designation will create an area of transition between the Mixed use designation to the north and the variety of residential housing to the south..

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

Finding(s) of Staff: The property is currently located with close proximity to the intersection of two arterial streets. The traffic generated by the proposed use will have several options within the network of street to accommodate their travels. The variety of options should reduce the possibility of congestion in the area.

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

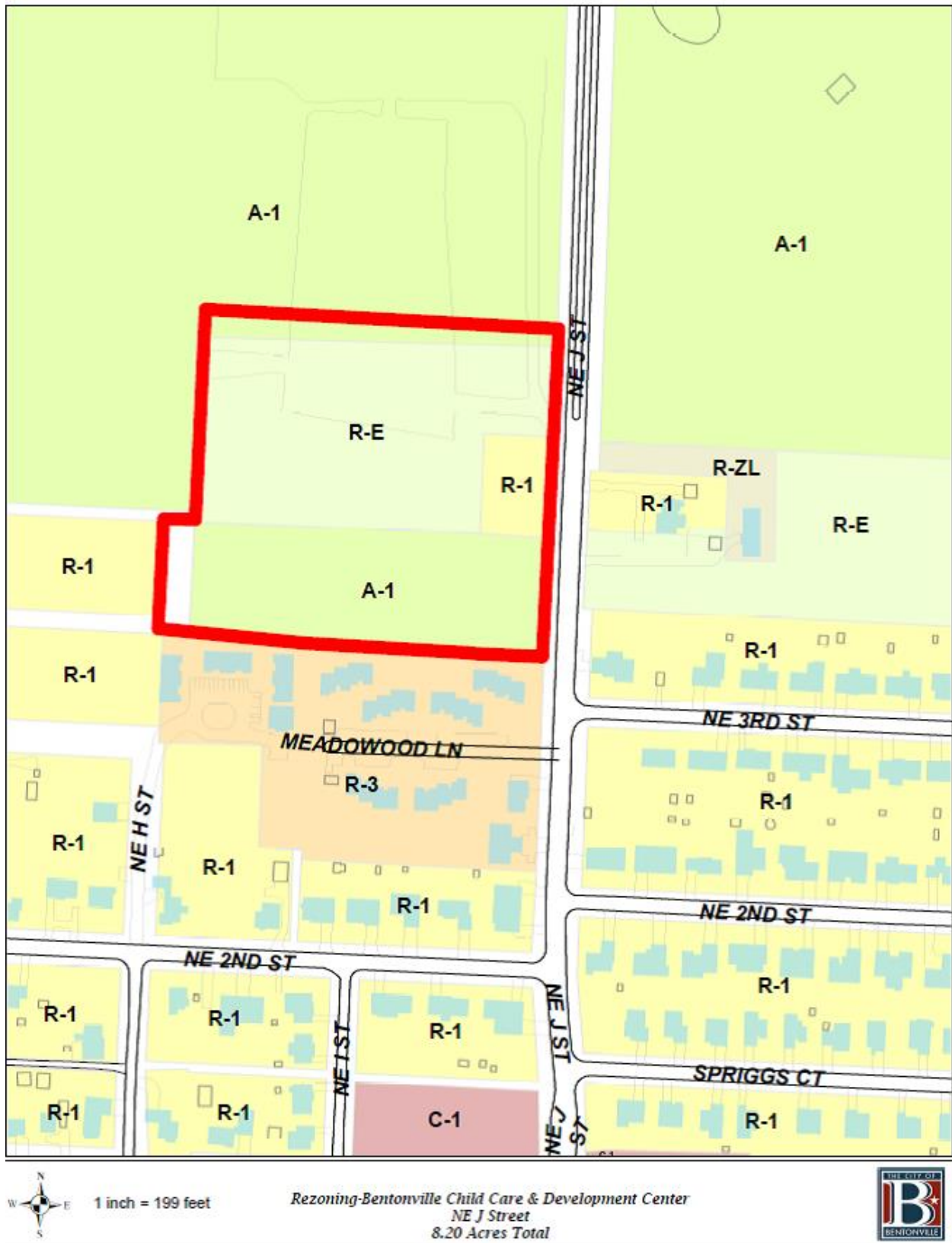
Finding(s) of Staff: Water and Electric services are currently adequate at this location. Sanitary Sewer will need to be extended to the site before development can occur. It is located along Northeast J street to the north of the proposed rezoning location.

ANALYSIS, CONCLUSION, & SUMMARY

The rezoning request is consistent with the City of Bentonville's Future Land Use Map, which depicts this property as Mixed Use, High Density Residential and Low Density Residential. The R-O zoning designation will create a much needed transition from the more intense commercial uses north of the property to the variety of housing option to the south. The R-O zoning will provide goods and services to residential properties in close proximity while prohibiting uses that may be impactful to the residential properties immediately adjacent to the site.

STAFF RECOMMENDATION

Staff has reviewed this application and based on the findings presented in this staff report, staff recommends APPROVAL of this rezoning from R-1, Single Family Residential, R-E, Residential Estate and A-1, Agricultural to R-O, Residential Office.



ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE,
ARKANSAS, FROM ITS PRESENT CLASSIFICATION TO R-O, RESIDENTIAL OFFICE.**

WHEREAS, Bentonville Child Care & Development Center, Inc. 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-O to be used in accordance with city zoning laws and state laws; which property is described as follows.

PART OF THE SE ¼ OF THE SW ¼ OF THE SW ¼ AND PART OF THE NE ¼ OF THE SW ¼ OF SECTION 20 N, RANGE 30 W AND MORE PARTICULAR DESCRIBED AS FOLLOWS:
COMMENCING AT THE NE CORNER OF THE SE ¼ OF THE SW ¼ OF SAID SECTION 29; SAID POINT BEING IN THE ROADWAY OF NE "J" STREET; THENCE ALONG SAID ROADWAY S00°11'24"W 198.00 FEET; THENCE LEAVING SAID ROADWAY N90°00'00"W 44.91 FEET TO THE WEST RIGHT-OF-WAY LINE OF NE "J" STREET AND THE POINT OF BEGINNING;
THENCE N90°00'00"W 114.43 FEET; THENCE N87°44'54"W 15.04 FEET; THENCE N89°19'14"W 284.88 FEET; THENCE N87°03'18"W 255.82 FEET; THENCE N00°13'48"E 188.50 FEET; THENCE N87°49'00"E 48.63 FEET; THENCE S89°11'10"E 6.63 FEET; THENCE N00°03'28"E 362.63 FEET; THENCE S89°34'24"E 615.35 FEET TO THE WEST RIGHT-OF-WAY LINE OF NE "J" STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE S00°11'24"W 565.19 FEET TO THE POINT OF BEGINNING, CONTAINING 357,085.62 SQUARE FEET OR 8.20 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 19th day of April 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-O 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-O 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



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

AGENDA FORM

CITY COUNCIL MEETING OF:

April 26, 2016

Submitted by:

Ben Peters

Department

Engineering

Phone

271-5993

ACTION REQUIRED:

Public hearing and ordinance vacating a street right-of-way located at 200 NE A Street by 21C, LLC, to the City of Bentonville, Arkansas, Benton County, Arkansas.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

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



PLEASE RECYCLE



ORDINANCE NO _____

AN ORDINANCE VACATING A STREET RIGHT OF WAY LOCATED AT 200 NE A STREET WITHIN BENTONVILLE ORIGINAL TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS.

WHEREAS, a petition was filed by 21C, LLC, with the City Council of the City of Bentonville, Arkansas, asking the City Council to vacate a street right-of-way located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

LEGAL DESCRIPTION (FOR STREET RIGHT OF WAY VACATION)

COMMENCING AT THE NORTHWEST CORNER OF LOT 184 PER SURVEY OF FINAL PLAT 2012-487; THENCE ALONG THE EAST RIGHT OF WAY OF NE "A" STREET, SOUTH 01°08'09" WEST A DISTANCE OF 123.43 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 01°08'09" WEST A DISTANCE OF 64.78 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY NORTH 36°50'24" WEST A DISTANCE OF 5.29 FEET; THENCE NORTH 01°17'20" EAST A DISTANCE OF 60.62 FEET; THENCE NORTH 88°42'40" EAST A DISTANCE OF 3.09 FEET TO THE POINT OF BEGINNING. CONTAINING 199 SQ. FT. MORE OR LESS AND SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

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

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

Section 1: The City of Bentonville Arkansas releases, vacates and abandons all of its rights together with the rights of the public generally, as follows:

LEGAL DESCRIPTION (FOR STREET RIGHT OF WAY VACATION)

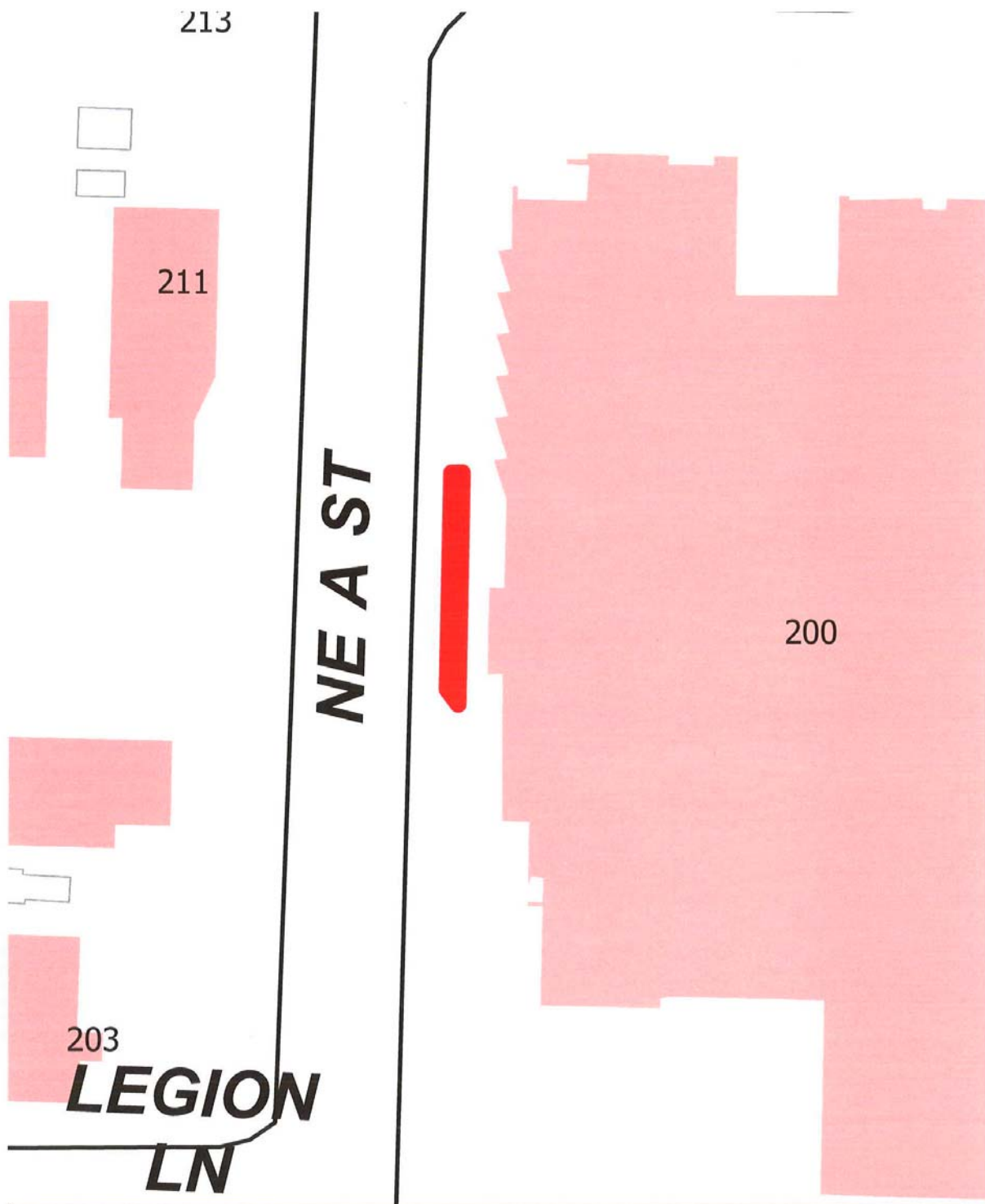
COMMENCING AT THE NORTHWEST CORNER OF LOT 184 PER SURVEY OF FINAL PLAT 2012-487; THENCE ALONG THE EAST RIGHT OF WAY OF NE "A" STREET, SOUTH 01°08'09" WEST A DISTANCE OF 123.43 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 01°08'09" WEST A DISTANCE OF 64.78 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY NORTH 36°50'24" WEST A DISTANCE OF 5.29 FEET; THENCE NORTH 01°17'20" EAST A DISTANCE OF 60.62 FEET; THENCE NORTH 88°42'40" EAST A DISTANCE OF 3.09 FEET TO THE POINT OF BEGINNING. CONTAINING 199 SQ. FT. MORE OR LESS AND SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

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

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2016, at a regular meeting of the City Council of the City of Bentonville, Arkansas.

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

BOB MCCASLIN, Mayor
City of Bentonville, Arkansas



1 inch = 34 feet

16-12000002
ROW Vacation-21c LLC. Emmanuel Gardinier
200 NE A Street
199 square feet total





1 inch = 34 feet

16-12000002
ROW Vacation-21c LLC. Emmanuel Gardinier
200 NE A Street
199 square feet total





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

AGENDA FORM

CITY COUNCIL MEETING OF:

April 26, 2016

Submitted by:

Lance Blasi

Department

Building Inspection

Phone

271-6882

ACTION REQUIRED:

Approval of a resolution and setting a public hearing for the City of Bentonville City Council meeting scheduled for June 28, 2016 regarding the condemnation of structures located at 1405 Cresent Street, parcel #01-08510-000, 1407 Cresent Street, parcel #01-08511-000 and 1409 Cresent Street, parcel #01-08512-000.

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



Memorandum

To: Bentonville City Council
CC: Troy Galloway Community Development Director
From: Lance Blasi Chief Building Inspector
Date: 4/15/2016
Re: Homes located at 1405, 1407 and 1409 Cresent Street

After reviewing the Memorandum provided to me by Ben Peters City Engineer dated 4/15/2015 I find the structures located at 1405,1407 and 1409 Cresent Street in Bentonville, AR to be unsafe to occupy due to a possible slope failure.

I respectfully request City Council condemn these structures and declare them unsafe for human occupation until a solution is prepared by a licensed engineer.

Please contact my office if you have any questions.

Respectfully,



Lance Blasi
Chief Building Inspector

Memorandum

To: Lance Blasi, Chief Building Inspector
CC: Mike Bender P.E., Public Works; Travis Matlock P.E., Engineering Director
From: Ben Peters P.E.
Date: 4/15/2016
Re: Crescent Street Slope Failure

After reviewing the Engineering Site Inspection Report prepared by Mr. Gregory L. Bone, PE and the subsequent Geotechnical Engineering Report performed by Andrew T. McClarrinon PE, I believe that in the interest of the property occupants safety, that the City should pursue condemnation against the structures located at 1405, 1407 and 1409 Crescent St, in Bentonville, AR.

From emails received from Mrs. Cynthia Dezaldivar through Mike Dixon, Director of Benton County EMA, a "landslide" occurred on December 26th, 2015 during an extremely heavy rainfall event. Indications for the rainfall event are that nearly 9.5" of rainfall fell during a period of about a day and a half.

The two reports are consistent that the structures in question were constructed on deep unconsolidated uncontrolled fill with construction debris. The slope failure is anticipated to continue at an unknown rate and at an unknown time. This uncertainty leads me to conclude that the structures should be vacated until such time that the limits of the uncontrolled fill and the structural integrity of the foundations are clearly defined and a solution is prepared and executed as determined by a licensed geotechnical and/or structural engineer.

Please contact me with any questions or concerns.

[Type text]

Gregory L. Bone, PE

Civil & Structural Engineering

January 14, 2016

Napoleon and Cynthia Dezaldivar
1407 Crescent Street
Bentonville, Arkansas 72712

Re: Engineering Site Inspection
1407 Crescent Street
Bentonville, Arkansas 72712

Mr. and Mrs. Dezaldivar,

At your request I inspected the referenced home and building site on Thursday, January 14th. A severe earth slope failure has occurred on the back of the property that extends to the lot immediately east. The crest of the failed slope was measured to be 10-1/2 feet away from the northwest corner of the home at the present time. The crest already reaches the middle of the back porch. If repairs are not performed right away the slope failure could expand to reach the foundations and threatens both properties.

Inspection of county aerial photographs and topography maps indicate that the lots at 1407 and 1409 were filled to a depth of eight (8) to ten (10) feet prior to construction. The methods and materials used to complete the earth fill are unknown, however the back slope of the completed embankment is very steep and approaches 1:1 (Horizontal to Vertical). Absent embedded earth reinforcement, the filled earth slope would need to be 2:1 or flatter to be stable.

Attached is an aerial photograph and topographic map for your reference. The inside (smaller) circle represents the arc of the existing slope failure surface. The outside (larger) circle is what I have drawn to represent the potential failure surface should the slope failure progress. I have superimposed these failure surfaces onto a plan of your home for your inspection. As you can see the foundation of your home would be undercut and potentially collapse should the slope failure expand. The limits of an expanded slope failure cannot be predicted nor can the risk of such event happening be quantified at this time.

Regrettably, failing expedient repair of the earth slope I believe there is a high risk that the slope failure surface will expand. Repair of the properties at both 1407 and 1409 will require a large quantity of imported earth fill to remedy and at considerable cost. You should consider abandoning your home in favor of safe shelter until the earth slope can be stabilized.

Please feel free to contact me with any questions or clarification that you may require.

Sincerely,


Gregory L. Bone, P.E.

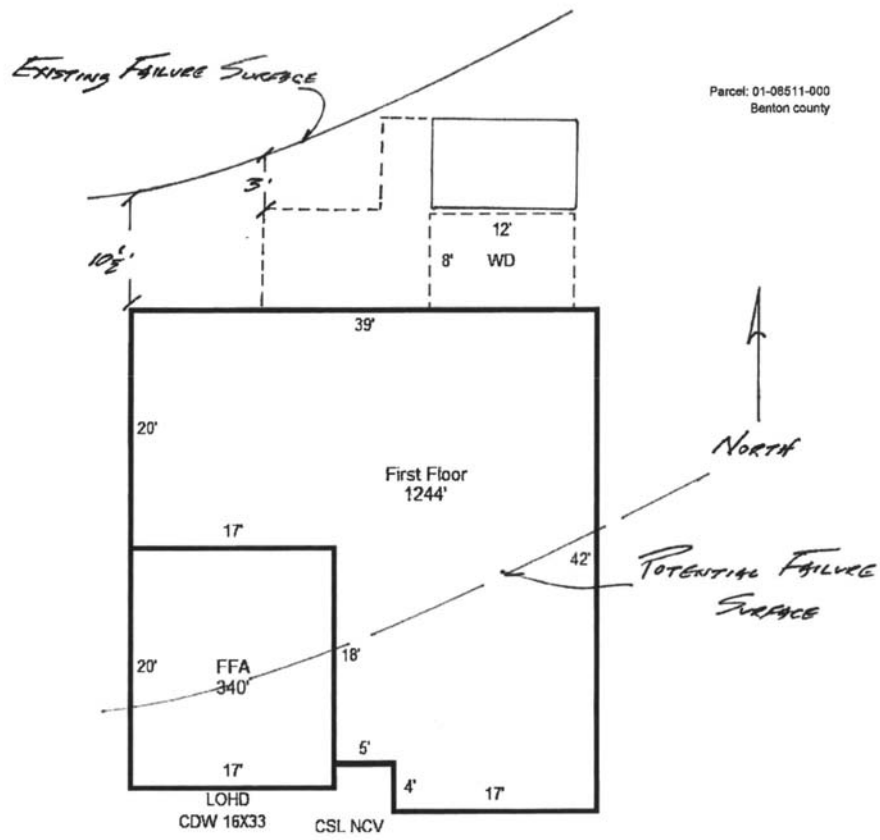


Enclosure: Aerial and Topographic Map
Property Owner Record and Floor Plan

11022 Timarron Drive

(479) 903-2686

Bentonville, AR 72712



Sketch by Apex IV™

1407 Cresent Street
Bentonville, AR

DEZALDIVAR, NAPOLEON & CYNTHIA

1407 CRESENT ST

BENTONVILLE, AR

9

Basic

[Land](#)

[Sales](#)

[Valuation](#)

[Taxes](#)

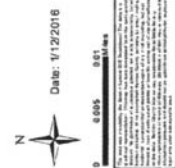
[Improvements](#)

[Map View](#)

Basic Info

Parcel Number:	01-08511-000
County Name:	Benton County
Ownership Information:	DEZALDIVAR, NAPOLEON & CYNTHIA 1407 CRESENT ST BENTONVILLE AR 72712-9402
Property Address:	DEZALDIVAR, NAPOLEON & CYNTHIA 1407 CRESENT ST BENTONVILLE, AR Map This Address
Billing Information ⓘ:	MRW INVESTMENTS LLC 18 GLENBROOK BENTONVILLE, AR 72712-3840
Total Acres:	0.14
Timber Acres:	0.00
Sec-Twp-Rng:	21-20-30
Lot/Block:	4/9
Subdivision:	DOGWOOD PLACE-BENTONVILLE
Legal Description:	PLATA P2-70 4/23/99
School District:	C6 Bentonville City
Homestead Parcel?:	No
Tax Status:	Taxable
Over 65?:	No

1409 Crescent Street



1915 North Shiloh Drive, Suite 1
Fayetteville, Arkansas 72704
Office: (479) 521-7645

Licensed:
Arkansas • Oklahoma • Missouri • Texas
Kansas • Louisiana • New Mexico
Mississippi • Colorado • Tennessee



www.gtsinc.cc

April 7, 2016

City of Bentonville, Engineering Office
Community Development Building, 2nd Floor
305 SW "A" Street
Bentonville, Arkansas 72712

Attention: Ben Peters, P.E., CFM

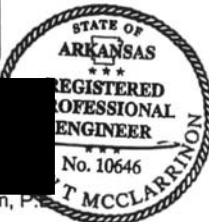
RE: Geotechnical Engineering Report
Evaluation of Existing Earth Slope Soils and Stability
Earth Slope Located North of 1405, 1407 and 1409 Crescent Street
Bentonville, Arkansas
GTS Project No. 15-15044

Mr. Peters:

The following report contains the results of the subsurface exploration, laboratory testing and Geotechnical engineering analysis conducted to evaluate an existing earth slope located north of 1405, 1407 and 1409 Crescent Street in Bentonville, Arkansas. The authorized scope of work included an evaluation of the material used to construct the slope and an evaluation of the stability of the previously constructed earth slope.

We appreciate the opportunity to provide engineering services for you on this project. Please contact us if the assumptions stated in this report are incorrect and/or if further explanation is required for portions of the report.

Sincerely,



Andrew T. McClarrin, P.E.
Arkansas No. 10646

ATM

Copies to:

Addressee



Engineering Observations and Evaluation

The soils sampled at the boring locations, and observed exposed at the surface of the slope, consist of soil fill material with construction debris. The fill soils ranged in depth from 18 to 23 ½ feet at our sample boring locations. The logs of the sample borings are attached to this report for review. In-place strengths of the fill soils were consistently low throughout the entire depth of fill, with calculated ultimate cohesion values of 300 to 800 pounds per square foot (psf) and allowable cohesion values of 150 to 400 psf using a factor of safety of 2.

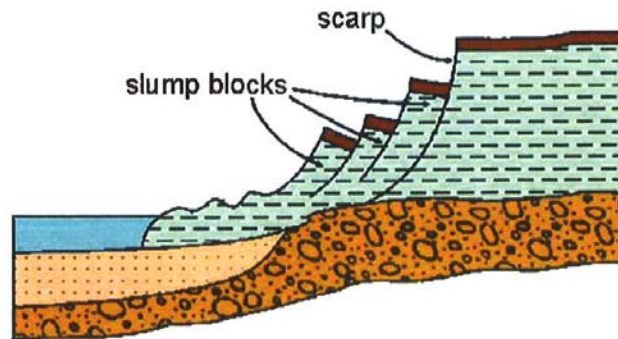
Based on publically available satellite imagery, the existing fill soils were place between 2001 and 2005. Some evidence of subsequent minor grading is shown on more recent satellite images. The referenced images from 2001 and 2004 are shown below.





Image 2: Satellite Image dated 2004

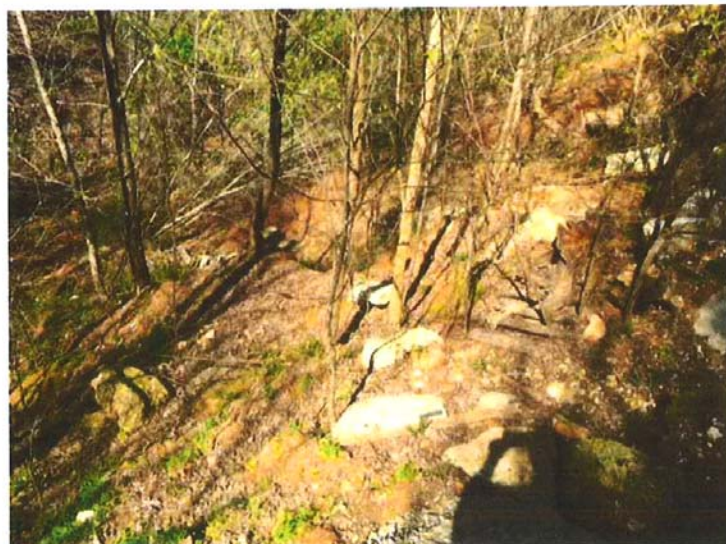
A scarp has formed near the crest of the slope behind the property located at 1409 Crescent Street. The scarp is a result of slope instability. A portion of the scarp has been covered with plastic material to reduce water infiltration into the scarp location. A cross section of a idealized scarp and resulting slumped soil is shown below.



Photographs of the project site are shown on the following pages.



Photograph 1: Looking Along Earth Slope, towards Existing Scarp



Photograph 2: Looking Downslope, near Existing Scarp Location



Photograph 3: Existing Scarp

Engineering Opinion and Recommendations

Based on both the composition of the earth slope fill soils *and* the in-place shear strengths of the existing fill soils, the fill was not placed in a controlled manner using industry standard methods. The satellite image shown in this report as Image 2 may also support this opinion based on observed erosion channels in the fill shown in the image. Erosion channels do not readily develop in compacted fill soils.

The satellite images also indicate that the fill soils were placed at approximately the same time and in the same manner. Therefore, the opinions and recommendations provided in this report assume that the fill soils located below the residences at 1405, 1407 and 1409 Crescent Street are similar in composition and strength to the fill soils encountered at our sample boring locations.

The existing earth slope was likely placed to the material's natural angle of repose and therefore has a factor of safety against sloughing and slope failure of near 1. Any increase in weight above the slope or decrease in the weight at the base (toe) of the slope due to erosion or construction excavation would result in a factor of safety of less than 1 and therefore an unstable slope. Through natural erosion processes we anticipate that the slope failures will continue and will progress towards the existing residences unless the slope is stabilized.

Assuming the existing residential structures will remain in-place, full depth removal and replacement of the low strength fill soils is not a viable stabilization method. This is due to the proximity of the residential structures to the earth slope. Stabilization methods *could* include the construction of a retaining structure on the back side of the properties near the crest of the existing slope. This method would require the retaining structure to extend the full height of the existing fill soils, with heights of 18 to 23 ½ feet based on the results of our borings. This stabilization method is viable from an engineering perspective but is not likely to be viable based on economic considerations.



SUBSURFACE EXPLORATION and PROCEDURES

The subsurface exploration consisted of sampling and evaluating two (2) sample boring locations. The boring locations were established in the field by GTS, Inc. and are shown on the attached boring location diagram. The results of the borings are attached to this report.

Disturbed samples and estimates of the in-situ shear strengths of the soil were obtained using an automatic hammer-driven split-barrel sampler in general accordance with the Standard Penetration Test at the boring locations.

The soil and rock samples obtained in the field were sealed to reduce moisture loss and taken to the GTS, Inc. soil laboratory for further examination, testing, and classification. The results of laboratory tests on select samples are shown on the boring logs and are attached to this report.

Field logs were prepared during the drilling and sampling of the borings. These logs report sampling methods, sampling intervals, soil and groundwater conditions, and notes regarding soil and drilling conditions observed between sample depths. The final boring logs, included in this report, have been prepared based on the field logs and have been modified, where appropriate, based on the results of the laboratory observation.



LABORATORY TESTING and PROCEDURES

The soil samples were examined in the field by an experienced geotechnical engineer and classified based on the soil's texture and plasticity, in accordance with the Unified Soil Classification System. The estimated Unified Soil Classification System group symbols are shown on the boring logs.

The laboratory testing was performed by GTS, Inc. in general accordance with the American Society for Testing and Materials (ASTM) test designations shown in the table below:

Table 1: Laboratory Test Methods

Laboratory Test	Test Designation	Method (if applicable)
Moisture Content of Soil and Rock	ASTM D 2216-10	Method A
Visual Classification of Soil Types	ASTM D 2488	
USCS Classification	ASTM D 2487	
Sieve Analysis	ASTM D 1921	Method A
Atterberg Limits	ASTM D 4318	Method A



GEOTECHNICAL REPORT LIMITATIONS

The recommendations contained in this report are based on our interpretation of subsurface conditions encountered at discrete boring locations. Variations between the subsurface conditions anticipated in this report and actual project site conditions may occur away from the boring locations.

If significant differences between the findings of the borings and site conditions are observed, GTS, Inc. should be contacted to assess the variation and, if necessary, reevaluate the recommendations contained in this report.

ENVIRONMENTAL EXCLUSION

A Geotechnical Engineering report assesses the engineering properties of soil and rock. No environmental assessment of a project site is performed during a geotechnical exploration. If the owner is concerned about the potential for environmental hazards at the project site, other studies should be undertaken.



Figure 1: Boring Location Diagram

LOG OF BORING NO.B-1

Evaluation of Earth Slope Failure - Crescent Street
North of 1405, 1407, 1409 Crescent Street

GTS, Inc.

Geotechnical & Testing Services

Fayetteville, AR

Project No.: 16-15044

Location: Shown on Attached Boring Location Diagram

DEPTH, FT	SYMBOL	SAMPLES SAMPLE No.	RECOVERY (in.)	DESCRIPTION OF MATERIAL	USCS	% <#200	HAND PENETROMETER, TSF ■	BLOWS PER FT
							LAB. COHESION, TSF ▲ 0.4 0.8 1.2 1.6	
				Surface Description= Grass Cover Rootmat: 2 inches			WATER CONTENT, % PL ————— LL 20 40 60 80	
0		1	18	FILL- predominately sandy lean clay soft to firm, orange-brown, with black sheet plastic, shale fragments and rootlets				4
2.5		2	8	- becomes very soft to soft, light brown, with chert fragments below 2 feet				2
		3	10	- becomes predominately sandy fat clay soft, red fat clay and light brown sandy silty clay				3
5		4	18	- becomes predominately sandy silty clay firm, orange-brown and tan, with organics and rootlets, has strong odor of decaying matter				5
7.5								
10		5	10	- becomes predominately lean clay with sand soft, light gray, tan and orange, with organics		85		3
12.5								
15		6	18	- becomes soft to firm, tan, red, orange, dark gray, light gray, and dark brown, with fine to coarse sand				4
17.5								
COMPLETION DEPTH: 25 ft.				DEPTH TO WATER: DURING DRILLING: Dry				
DATE: 3/24/16				AT COMPLETION: Dry				
RIG: Geoprobe 7720DT				AT 24 HOURS: N/A				

LOG OF BORING NO.B-1Evaluation of Earth Slope Failure - Crescent Street
North of 1405, 1407, 1409 Crescent Street**GTS, Inc.**

Geotechnical & Testing Services

Fayetteville, AR

Project No.: 16-15044

Location: Shown on Attached Boring Location Diagram

DEPTH, FT	SYMBOL	SAMPLES	SAMPLE No.	RECOVERY (in.)	DESCRIPTION OF MATERIAL	USCS	% <#200	HAND PENETROMETER, TSF ■				BLOWS PER FT
								LAB. COHESION, TSF ▲				
								WATER CONTENT, % •				
								PL ————— LL				
								0.4	0.8	1.2	1.6	
								20	40	60	80	
20		7	12	- gray silty sandy clay, and red gravelly clay contains sandstone fragments and chert fragments								4
22.5												
25		8	10	SANDY FAT CLAY hard, red and light gray, with sandstone fragments and chert fragments	CH							50/4"
				CHERT hard, light gray, with trace clay								
				BOTTOM OF BORING AT 25 FEET								
27.5												
30												
32.5												
35												

Page 2 of 4

Page 2 of 2

LOG OF BORING NO.B-2

Evaluation of Earth Slope Failure - Crescent Street
North of 1405, 1407, 1409 Crescent Street

GTS, Inc.

Geotechnical & Testing Services

Fayetteville, AR

Project No.: 16-15044

Location: Shown on Attached Boring Location Diagram

DEPTH, FT	SYMBOL	SAMPLES SAMPLE No.	RECOVERY (in.)	DESCRIPTION OF MATERIAL	USCS	% <#200	HAND PENETROMETER, TSF ■				BLOWS PER FT
							LAB. COHESION, TSF ▲				
							WATER CONTENT, % •				
							PL	LL			
							20	40	60	80	
0		1	12	FILL- predominately sandy silt with clay very loose, light brown and orangish brown, with fine to medium sand, organics and rootlets							3
2.5		2	12	- contains sandy lean clay pockets and gravel, variable moisture below 2 feet							4
		3	14	- becomes predominately lean clay with sand below 3½ feet very soft, light brown and orangish brown, with sandstone and chert fragments	76						2
5		4	18	- becomes predominately clayey sand with gravel below 5 feet very loose, light brown, with rootlets							3
7.5											
		5	18	- becomes predominately silty sand with clay below 8½ feet very loose, tan and light gray, with rootlets	85						2
10											
12.5											
		6	18	- becomes predominately sandy lean clay below 13½ feet has strong odor of decaying matter							6
15											
17.5											

COMPLETION DEPTH: 20 ft.	DEPTH TO WATER: DURING DRILLING: Dry	
DATE: 3/24/16	AT COMPLETION: Dry	
RIG: Geoprobe 7720DT	AT 24 HOURS: N/A	

Page 1 of 1

COMPLETION DEPTH: 20 ft.
DATE: 3/24/16
RIG: Geoprobe 7720DT

DEPTH TO WATER: DURING DRILLING: Dry
AT COMPLETION: Dry
AT 24 HOURS: N/A

Page 1 of 2

LOG OF BORING NO.B-2Evaluation of Earth Slope Failure - Crescent Street
North of 1405, 1407, 1409 Crescent Street**GTS, Inc.**
Geotechnical & Testing Services

Fayetteville, AR

Project No.: 16-15044

Location: Shown on Attached Boring Location Diagram

DEPTH, FT	SYMBOL	SAMPLES	SAMPLE No.	RECOVERY (in.)	DESCRIPTION OF MATERIAL	USCS	% #200	HAND PENETROMETER, TSF ■				BLOWS PER FT	
								LAB. COHESION, TSF ▲					
								0.4	0.8	1.2	1.6		
								WATER CONTENT, % •					
								PL				LL	
								20	40	60	80		
			7	14	SANDY GRAVEL medium dense, light gray, with weathered chert fragments	GM		•					22
20					BOTTOM OF BORING AT 20 FEET								
22.5													
25													
27.5													
30													
32.5													
35													

Page 2 of 2

Field Name	Field Value
PARCELID	01-08510-000
ACRE_AREA	0.14
OW_NAME	HERNANDEZ, COURTNEY & ALBERTO & GARZA, EDDIE
OW_ADD	1405 CRESENT ST BENTONVILLE AR 72712-9402
PH_ADD	1405 CRESENT ST
ASSESS_VAL	21990
IMP_VAL	96950
LAND_VAL	13000
TOTAL_VAL	109950
S_T_R	21-20-30
SCHL_CODE	C6
GIS_EST_AC	0.13856
SUBDIVNAME	DOGWOOD PLACE-BENTONVILLE

PARCELID	01-08511-000
ACRE_AREA	0.14
OW_NAME	DEZALDIVAR, NAPOLEON & CYNTHIA
OW_ADD	1407 CRESENT ST BENTONVILLE AR 72712-9402
PH_ADD	1407 CRESENT ST
ASSESS_VAL	21440
IMP_VAL	94200
LAND_VAL	13000
TOTAL_VAL	107200
S_T_R	21-20-30
SCHL_CODE	C6
GIS_EST_AC	0.14459
SUBDIVNAME	DOGWOOD PLACE-BENTONVILLE

PARCELID	01-08512-000
ACRE_AREA	0.13
OW_NAME	TAKSAKULVITH, TEPNEMIT & BURKE, STEPHANIE LYNN
OW_ADD	1409 CRESENT ST BENTONVILLE AR 72712-9402
PH_ADD	1409 CRESENT ST
ASSESS_VAL	22520
IMP_VAL	99600
LAND_VAL	13000
TOTAL_VAL	112600
S_T_R	21-20-30
SCHL_CODE	C6
GIS_EST_AC	0.13376
SUBDIVNAME	DOGWOOD PLACE-BENTONVILLE

RESOLUTION NO. _____

**A RESOLUTION DECLARING A CERTAIN RESIDENTIAL
STRUCTURE IN THE CITY OF BENTONVILLE, ARKANSAS A
NUISANCE PURSUANT TO THE BENTONVILLE MUNICIPAL CODE,
SECTION 11.24.10 AND SETTING A PUBLIC HEARING.**

Section 1. That a certain structures located at 1405 Cresent Street, 1407 Cresent Street and 1409 Cresent Street in Bentonville, Arkansas, which are unfit for human use or habitation because structural and foundation defects and defects increasing the hazards of accidents, as more particularly described in the reports attached hereto as Exhibit "A", are hereby found to be unsafe, unsanitary and otherwise adverse to the general welfare of the City and are hereby declared to be nuisance as defined by Bentonville Municipal Code.

Section 2. That the ownership and parcel identification numbers of said properties are attached hereto as Exhibit "A" and incorporated herein.

Section 3. That notice under Municipal Code Section 11.24.10 should be sent to the owners of said property in the manner required by said Code and that these matters shall be heard before the City Council on the 28th day of June, 2016.

Section 4. This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

April 26, 2016

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Extend the contract for year two of three to Pyro Shows for the annual fourth of July pyrotechnic display. Budget amount \$30,000.00.

COST TO CITY:

Cost of this Request: \$30,000

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	30,000
Funds Expended to Date		-
Remaining Budget		30,000
Budget Adjustment		-
Remaining After Adjustment	\$	30,000

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





Inter-office Memorandum

To: Mayor McCaslin and City Council
From: Brent Boydston, Fire Chief
CC: Camille Thompson, Staff Attorney and Denise Land, Finance Director
Date: April 26, 2016
Re: Pyro Shows Contract Extension

In 2015 the City solicited bids for the Fourth of July Pyrotechnic production. Included in the bid documents was the option to renew the contract for additional one year increments up to two years. The agenda item and memo neglected to include this information in the request for award. This request will correct this oversight for renewing the contract with Pyro Shows for the Fourth of July fireworks display with Pyro Shows.

**PYRO SHOWS
P.O. BOX 1776
LAFOLLETTE, TN 37766**

Contract Agreement

This Agreement, made this 6th Day of April, 2016, by and between **PYRO SHOWS, Inc.**, a Tennessee Corporation, whose address is 115 N. 1st Street, LaFollette, Tennessee 37766, and hereinafter referred to as **PYRO SHOWS** and **CITY OF BENTONVILLE** with its principle place of business located at 117 West Central Avenue, Bentonville, in the State of Arkansas, hereinafter referred to as "Customer."

WITNESSETH

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

I. FIREWORKS DISPLAY: PYRO SHOWS agrees to furnish to customer a firework display (hereinafter "Show") pursuant to the display #16AR07-04CUST30000-0191 dated this 6th Day of April, 2016. The show will be given on the 4th Day of July, 2016. This contract is the subject of the second year of a three (3) year \$30,000.00 per show contract between **PYRO SHOWS** and **CITY OF BENTONVILLE**. The third (3rd) Show of this contract will be performed for the **CITY OF BENTONVILLE** by **PYRO SHOWS** on July 4, 2017.

II. CANCELLATION: PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon rain date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be **RESCHEDULED** to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to **CANCEL** the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation. If the Customer does not provide PYRO SHOWS with notice as set forth herein, Customer shall pay PYRO SHOWS the entire amount or one hundred percent (100%) of the contract price for the Show as liquidated damages.

III. SECURITY AREA: Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor, and submitted and approved, to PYRO SHOWS prior to the event.

IV. SITE CLEANUP: PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.

V. INDEMNIFICATION AND HOLD HARMLESS: Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.

VI. AMENDMENT & ASSIGNMENT: This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.

VII. COMPLIANCE WITH THE LAWS AND REGULATIONS: Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

VIII. PERMITS AND LICENSES: Customer shall assist PYRO SHOWS in the acquisition and maintenance of all necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. Any expenses for security or stand by fire protection shall be the responsibility of the customer. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Tennessee, and any suit involving this contract shall be brought in the Courts of Campbell County in the State of

Tennessee, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction.

IX. LATE PAYMENT: PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.

X. ADVERTISEMENT AND PROMOTIONS: Customer agrees to state that fireworks display is being provided by PYRO SHOWS in all advertisements and promotions. Furthermore, Customer agrees to allow PYRO SHOWS to use sponsors name and/or logo in PYRO SHOWS list of clients and any Pyro Shows advertisements and promotions.

XI. COMPLAINTS: In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.

XII. WORKER'S COMPENSATION/EMPLOYEES: PYRO SHOWS shall provide Worker's Compensation insurance for its employees only.

XIII. INSURANCE: Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$5,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.

XIV. PAYMENT TERMS: CITY OF BENTONVILLE shall pay PYRO SHOWS \$30,000.00 according to the terms and conditions set forth for presenting the July 4, 2016 Show. Customer shall submit a 50% deposit (\$15,000.00) upon return of signed contract by May 6, 2016. Balance will be due in PYRO SHOWS office prior to the day of show.

XV. TAXES: Customer shall be responsible for all applicable sales taxes.

IMPORTANT: Checks must be payable to PYRO SHOWS, INC.

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS, INC.

BY: _____ Date _____
Michael E. Walden, Vice President

CUSTOMER

BY: _____ Date _____
Signature Print Name Title

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

April 26, 2016

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

A resolution authorizing the Mayor and City Council to enter into a contract with Osmose to provide pole testing to the City of Bentonville Electric Department for an amount not to exceed \$26,600.00.

COST TO CITY:

Cost of this Request: \$26,600

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: April 18, 2016

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

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

The Electric Department recommends entering into a contract with Osmose to provide power pole testing and engineering services to the City of Bentonville, for an amount not to exceed \$26,600.

Osmose will test approximately 650 of the City's poles for structural integrity. If they do find a problem (such as internal voids or decay), Osmose will perform repairs that will add approximately 10 yrs to the life of the poles. The testing will also identify poles that require immediate attention from the Electric Department due to the amount of internal or external decaying that endangers the integrity of the system.

This is the fourth time Bentonville has contracted with Osmose to treat some of the older poles in the system. This is a 2016 budgeted item.



April 7, 2016

ACCEPTANCE COPY

Mr. Travis Matlock
Engineering Director
CITY OF BENTONVILLE
608 Southeast Third Street
Bentonville, AR 72712-6087

RE: POLE INSPECTION AND TREATMENT PRICING PROPOSAL – 2016

Dear Mr. Matlock:

At the request of our Director-Business Development, Mr. Dave LaPlante, we are submitting the attached unit prices (Schedule 1) for your approval and acceptance. This pertains to the inspection and treatment of approximately 650 distribution wood poles in 2016. Please note, the total cost will not exceed \$26,600.00.

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

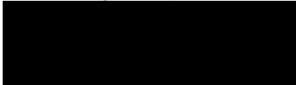
Due to recent revisions in our specifications, please note that Osmose will perform the work in accordance with the attached updated Exhibit A. Exhibit A is an integral part of this proposal and outlines the technical specifications we are proposing. Any contract or agreement that results from this proposal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

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

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

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

Sincerely,


John W. DuVal
Director-Contracts

Accepted By:

Attachment

JWD/mg

C: File
1019305

Name: _____
Title: _____
CITY OF BENTONVILLE

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

Osmose Utilities Services, Inc.

SCHEDULE 1

04/07/2016

(Approximately 650 Distribution Poles)

UNIT DESCRIPTION	PRICE
EXTERNAL TREAT	\$ 48.31
EXCAVATED REJECT	\$ 44.93
REJECT WITH EXTERNAL TREAT	\$ 48.31
VISUAL	\$ 8.91
SOUND AND BORE	\$ 11.23
INTERNAL TREAT	\$ 22.47
MITC-FUME® - PER TUBE	\$ 9.12
INSTALL POLE STENCIL	\$ 0.29
ONLINE DELIVERY	\$ N/C
INSTALL GUY MARKER - CUSTOMER PROVIDED	\$ 8.99
* GROUNDWIRE REPAIR	\$ 21.05
EXCAVATE CABLE	\$ 9.56

* Please note, the groundwire repair item listed on the price schedule will be made from the groundline to a distance as high as Osmose can reasonably reach from the ground.

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IN-SERVICE WOOD POLE INSPECTION (FULL EXCAVATION) AND
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1.0 General:

- 1.1 Scope:** This specification is intended as a basis for the inspection and supplemental treatment of wood poles. Poles less than 10 years old will only be visually inspected and reported if the visual inspection warrants no further action. All other poles are to be inspected both above and below the groundline area.

1.2 Contract Definitions:

1. OWNER: City of Bentonville
2. CONTRACTOR: Osmose Utilities Services, Inc.

- 1.3 CONTRACTOR Requirements:** CONTRACTOR shall furnish all supervision, labor, tools, equipment, report forms, field adaptable handheld data collection devices, transportation, and material necessary for the inspection and treatment of OWNER's poles as identified. OWNER will furnish copies of this specification and necessary maps showing locations of poles which are the subjects for inspection and/or treatment. OWNER shall provide CONTRACTOR the legal right to access the work site.

CONTRACTOR is required to have a minimum of 10 years in the in-service pole inspection and treatment business. CONTRACTOR must have documented programs/policies conforming to the Environmental Protection Agency ("EPA"), the Occupational Safety and Health Administration ("OSHA"), the Department of Transportation ("DOT"), along with all federal and state pesticide regulations. These policies must include a safety manual, pesticide training manual and test, standards for safe storage of preservatives on vehicles, operating policies for CONTRACTOR's personnel to handle preservatives and procedures for disposing of empty containers used for pole treatment in compliance with label requirements, and OSHA regulations involving Personal Protective Equipment ("PPE").

CONTRACTOR shall maintain throughout the term of the applicable agreement, in full force and effect, in amounts reasonably satisfactory to OWNER and otherwise in compliance with applicable law, the following insurance coverages: Workers' Compensation, Commercial General Liability (including Public Liability, Personal Injury, Property Damage, and Contractual Liability) and Automobile Liability. Prior to the commencement of the work, CONTRACTOR shall furnish OWNER with a certificate evidencing said coverages.

1.4 Personnel Qualifications:

1.4.1 Foremen Qualifications: Each Foreman shall have:

- A minimum of eight weeks formal training in the art of inspecting and treating poles
- A minimum of six months experience as a pole inspector foreman
- Passed a written or demonstration test to the satisfaction of CONTRACTOR

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- Passed a CONTRACTOR-approved pesticide training program, qualifying the Foreman having the expertise and training to handle wood preservatives
- Met the applicable state requirements for a commercial applicator

Foreman with less than six months experience, who have completed a training program specifically designed to acquaint them with the procedures for pole inspection and treatment, may be used if all the following conditions are met:

- Weekly quality checks by his/her CONTRACTOR Supervisor are performed on the Foreman's work for the first four weeks after completion of training (an OWNER representative will be contacted regarding the scheduling of these quality checks and is encouraged to be present at the quality checks)
- CONTRACTOR Quality Control report forms are submitted to OWNER by the end of the following week
- OWNER's representative may request that a Quality Control inspection be performed at any time (CONTRACTOR's supervisory personnel will be present at the quality checks)
- Other options reasonably requested by OWNER

OWNER reserves the right to ask for evidence of previous experience and training in the form of letters of reference and test results. Personnel are subject to approval by OWNER.

1.4.2 Supervisor Qualifications: The Supervisor shall:

- Have a valid state pesticide applicator's license in the appropriate category for treatment of wood poles
- Hold the position of CONTRACTOR's Supervisor in the state in which the work is to be performed
- Have a minimum of two years field experience in the art of inspecting and treating poles

1.4.3 Manager Qualifications: The Manager shall:

- Have a valid state pesticide applicator's license in the appropriate category for treatment of wood poles
- Hold the position of CONTRACTOR's Manager in the state in which the work is to be performed
- Have at least four years field experience in the art of inspecting and treating poles

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- 1.5 Workmanship and Damages:** All work shall be performed in a workmanlike manner and shall be in accordance with this specification and all applicable federal and state regulations. OWNER considers work not in accordance with this specification or work not in accordance with state and federal regulations, or unskilled or careless work, to be sufficient reason to order CONTRACTOR to stop work. Work will not be allowed to resume until deficiencies are corrected to the reasonable satisfaction of OWNER. Further, OWNER reserves the right to require CONTRACTOR to replace any worker before work is allowed to continue. If not satisfied, OWNER will consider this to be just cause for termination of the contract.

Any damages, real or personal, off the right-of-way arising solely from the negligent performance of the work specified herein, or any damages on the right-of-way arising solely as a result of negligent operations, shall be settled promptly by CONTRACTOR.

OWNER recognizes that linemen must inspect all poles to their satisfaction prior to climbing, whether or not such poles have been inspected by a third party contractor. An inspection and/or treatment tag on a pole is not a guarantee the pole is safe to climb. OWNER should inform linemen that the inspection tag only means the pole was inspected in the stated year in accordance with the contract specifications. An inspection tag is neither an expressed nor implied warranty that the pole meets the National Electric Safety Code ("NESC"), the General Order No. 95 ("GO 95"), nor any other applicable standard. Linemen must also practice all other safety procedures when climbing poles and changing out or adding equipment or lines or cutting lines, all of which may create an unbalanced load. An unbalanced load may cause sound poles to fail.

1.6 Quality Control:

- 1.6.1 Quality Control Inspection:** A Quality Control ("QC") inspection shall be performed for each time period of not less than one week's work, but not to exceed two weeks' previous work. The QC inspection will be conducted with CONTRACTOR's Supervisor, and at OWNER's option, with OWNER's representative when available. The QC inspection shall consist of the partial to complete re-inspection of those poles selected by OWNER's representative to compare the results shown on the pole report inspection sheets with those existing in the field. The re-inspection shall include, but not be limited to, the re-excavation, re-treatment, and re-wrapping of those poles that were inspected below groundline. CONTRACTOR's cost of said re-treatments shall be borne by CONTRACTOR. At least three poles will be selected for each QC inspection. OWNER shall be issued a copy of the QC field report.

- 1.6.2 Discrepancies and Corrective Action:** Any serious errors will be brought to the attention of CONTRACTOR. Corrective action, reasonably satisfactory to OWNER, must be taken by CONTRACTOR to remedy the situation before the next QC check. The corrective action may include, but not be limited to, re-working each pole back to the previous QC check point at no cost to OWNER.

- 1.7 Definitions for Inspection and Treatment:** Pole inspection and treatment categories are defined as follows:

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- 1.7.1 Reported Pole (Visual Inspection):** A reported pole is a pole less than 10 years old about which OWNER desires information, including poles the CONTRACTOR identifies as not present in the field, or any pole that is judged to be unserviceable prior to excavation (as specified in Section 3.2), or any pole which is determined by CONTRACTOR, in CONTRACTOR's reasonable opinion, to be inaccessible. Poles less than 10 years old may be subjected to further evaluation at CONTRACTOR's discretion. Copper naphthenate and Cellon treated poles shall be fully excavated according to Section 3.3 regardless of age.

This inspection method provides no indication of groundline wood strength except for the possible notation of pole class. If used alone, this inspection provides little information to help OWNER improve its pole plant. Poles with obvious above ground defects (as specified in Section 3.2) will be rejected. This inspection method will miss most priority and reject poles.

- 1.7.2 Sounding and Boring:** Poles shall be sounded with a hammer from either groundline or above groundline as applicable, to as high as an inspector can reach in order to locate exterior decay or interior pockets of decay. Inspector shall bore pole at least once to detect interior decay (a shell thickness indicator shall be used to detect the existence and extent of interior decay). If decay is present, the pole shall be bored a sufficient number of times to determine the location and extent of decay discernable with this method. Bored holes shall be plugged with tight-fitting treated wood dowels or plastic plugs.

This inspection method can miss poles without sufficient strength to meet NESC, GO 95, or other mandated overload capacity requirements, and there is the possibility of missing those poles with insufficient strength to support the current loading. This is particularly true when the decayed area is below ground level or if the inspector's tools do not contact hidden, damaged areas. Used in conjunction with visual inspection, historical data shows approximately 50% to 60% of reject and priority poles will be found.

- 1.7.3 Fully Excavated Pole:** Any pole passing the above ground visual inspection (other than poles defined in Section 1.7.1) which has been excavated around the entire circumference as specified in Section 3.3.

This inspection procedure constitutes the most thorough method known in the industry. Nevertheless obstructions such as rock, adjacent buildings, sidewalks, keys, roots, risers, deep decay, underground cables, and other obstacles prevent "full" excavation and/or treatment with respect to depth, circumference, or both. Typically, once the excavation is made to improve inspection accuracy, the procedure also includes treatments. Used in conjunction with visual inspection, historical data shows approximately 98% of reject and priority poles will be found.

- 1.7.3.1 Externally Treated Pole:** A groundline treated pole is any fully excavated pole designated by OWNER which, upon inspection, is found to be a candidate for external preservative treatment. Treatment is specified in Section 5.2.

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- 1.7.3.2 **Fully Excavated Rejected Pole:** A fully excavated rejected pole is any fully excavated pole that meets the criteria specified in Sections 3.2 and/or 4.2.
- 1.7.3.3 **Externally Treated Reject Pole:** An externally treated reject pole is a fully excavated rejected pole that, after inspection, meets criteria for pole restoration. A pole found to be restorable will be groundline treated provided enough sound wood remains. The inspector will make a notation in the data as to whether a pole can or cannot be restored.
- 1.7.4 **Rejected Pole:** A rejected pole is any pole that meets the criteria specified in Sections 3.2 and/or 4.1.
- 1.7.5 **Priority Pole:** A priority pole is any pole that is in need of immediate attention (restoration or replacement); usually has an average shell of 1" or less (for distribution poles) or 2" or less (for transmission poles), or less than one-half of its original circumference and/or 13% or less remaining original strength (if OWNER opts to specify alternative criteria, it must be specified in writing to CONTRACTOR). The location of priority poles will be reported to OWNER's representative as specified by OWNER in writing.
- 1.7.6 **Percent Remaining Strength or Remaining Section Modulus:** The percent remaining strength is the estimated percentage of bending strength remaining in a pole compared to its original strength when reductions are made for decay or mechanical defects noted by the Foreman. OWNER acknowledges that the percent of remaining strength is an estimate based on the information outlined herein.
- 1.7.7 **Internal Treatment:** CONTRACTOR's EPA-registered insecticide and preservative (as specified in Section 5.4) solution is applied internally under 40 PSI minimum pressure through a set of multiple borings to any insect cavities/voids and/or internal decay voids that constitute a size of 1/2" or larger.
- 1.7.8 **Fumigant Treatment:** CONTRACTOR's EPA-registered fumigant treatment. CONTRACTOR shall apply a fumigant treatment(s) to OWNER's poles as specified in Section 5.3.
- 1.7.9 **Through-Bored Poles:** Poles with a series of small diameter holes drilled through the groundline area of the pole during the manufacturing process to enhance the original treatment.
- 1.8 **Copper Naphthenate and Cellon Treated Poles:** Due to inconsistencies with the original treatment process, poles manufactured with copper naphthenate or Cellon (pentachlorophenol in lp gas) treatment can be prone to inconsistent decay patterns and there is a probability of decay being present at heights far above groundline. Due to these inconsistent decay patterns, an accurate assessment of copper naphthenate and Cellon treated poles cannot be performed using traditional inspection procedures of sound and bore and/or full excavate at groundline. OWNER should assume that any inspection

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information provided by CONTRACTOR is incomplete and does not represent an accurate opinion on the serviceability of the pole. CONTRACTOR does not warrant or offer any type of indemnification on any inspections performed on copper naphthenate or Cellon treated poles.

Furthermore, it is recommended that OWNER inspect copper naphthenate and Cellon treated poles above the groundline to the tip or the maximum height allowed. CONTRACTOR does not perform this service.

2.0 General Precautions and Requirements for Preservative Applications:

- 2.1 General Restrictions and Requirements:** All preservatives shall be handled and applied in accordance with the product label, and in a manner to prevent damage to vegetation and property. Only preservatives registered by the EPA and the appropriate State Department of Agriculture for the intended use of remedial pole treatments will be considered for approval by OWNER. Preservatives not labeled for use as remedial pole treatments shall not be used.

No preservatives shall be applied by CONTRACTOR where a pole is readily identifiable as: (i) located on any school property (Day care(s) and Grades K-12); (ii) in a vegetable garden; (iii) in organic farm fields; (iv) within 10' of a stream or standing water body; or (v) within 50' of a private well. OWNER acknowledges that all vegetable gardens, organic farm fields and wells may not be identifiable by CONTRACTOR.

Any container in which a preservative is stored shall be stored in a securely locked container, tool box, or bolted to vehicles on the right-of-way and kept locked when left unattended. Empty preservative containers shall be removed from the right-of-way and kept in a locked compartment until disposal. Disposal of preservatives and their containers shall be in accordance with the product label as well as the rules and regulations of all appropriate federal and state agencies.

- 2.2 Pesticide Licensing and Reporting Requirements:** CONTRACTOR shall be a certified commercial pesticide applicator for the preservative applications specified in this specification, and each crew shall be supervised by a full time Supervisor who is licensed and certified by the state where the work is to be performed. CONTRACTOR shall be responsible for the accurate recording and submittal of all pesticide usage forms required at the time of application by the various pesticide regulatory agencies and for meeting all applicable federal and state rules and regulations.

CONTRACTOR is required to have in its possession copies of the preservative labels and Material Safety Data Sheets ("MSDS") for all pesticides being used. Upon request, the MSDS and labels will be shown to anyone desiring this information. Properly completed shipping papers will also be carried on each vehicle which is transporting pesticides.

- 2.3 Material Handling:** Accidental releases of preservative shall be immediately cleaned-up in a manner consistent with label requirements and federal and state regulations.

CONTRACTOR shall provide each crew with a recovery kit containing sufficient materials for cleaning-up and neutralizing accidental releases of both paste and liquid preservatives. The recovery kit shall consist of, but not be limited to, the following materials: absorption

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material (such as sawdust or oil dry), baking soda or laundry detergent, ammonia (undiluted), and trash bags for storage of waste.

- 2.4 **Proper Equipment:** CONTRACTOR shall provide each crew with all required PPE as specified by the label, such as goggles, sleeves, non-permeable gloves, and aprons. In addition, hard hats and a change of clothing will be provided. All field employees are required to wear work boots and hard hats.

CONTRACTOR shall provide a truck that has covers and locks adequate to satisfy applicable federal and state DOT regulations in which to store and transport the preservatives.

- 2.5 **Pesticide Training:** Each pole inspector and/or Foreman shall be required to pass a pesticide training program which addresses the biology of wood destroying insects and fungi, the proper and safe handling, storage, disposal, and transport of pesticides, product labels, MSDS, and emergency procedures for accidental releases. CONTRACTOR's pesticide training program is to be in addition to state requirements for applicator licensing.

- 2.5.1 **Hazard Communication and Safety Program:** CONTRACTOR shall provide to its employees with a hazard communication program which addresses the purpose of using pesticides, MSDS and product labels, protective safety equipment, and clothing and product information. A safety manual and program will be utilized by CONTRACTOR and its employees.

3.0 Inspection:

- 3.1 **Preparation:** When work is to be done in close proximity to a home, if possible, the property owner should be notified that a pole inspection is being performed by OWNER. Light brush will be removed from around the pole to allow for proper excavation, inspection, and/or treatment unless permission for removal is denied by property owner (excessive brush removal may require an additional charge). Property owner's denial will be indicated in the remarks column on the pole report. If permission for excavation is denied, the pole will be sounded and bored and fumigant treated, providing the pole is serviceable. CONTRACTOR will not inspect or perform work on poles inaccessible by Acts of God or by any causes beyond the control of CONTRACTOR. Reason for the lack of inspection will be noted in the remarks column of the pole report.

3.2 Above-Ground Inspection:

- 3.2.1 **Wood Poles:** A visual inspection of all wood poles shall be made from groundline to the top of the pole. The following defects visible from the ground with a naked eye will be noted: woodpecker holes, split tops, decayed tops, broken insulators, rotten/broken crossarms, broken ground wires, and slack/broken guy wires. If the pole is obviously not suited for continued service due to readily identifiable serious defects, it shall either: (i) not be tested further and simply be reported and marked on the inspection form as a reported reject; or (ii) the pole may be sounded and bored to determine whether or not it is a priority pole and be reported on the inspection form as a sound and bore reject.

- 3.2.2 **Concrete Poles:** A visual inspection only, shall be made from groundline to the top of the pole of all concrete poles. The following defects visible from the ground

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with a naked eye will be noted: Cracks, rust, spalling, exposed metal such as spiral wire or rebar, broken or burned ground wires, broken insulators, rotten/broken crossarms, and slack/broken guy wires.

- 3.2.3 Composite or Fiberglass Poles:** A visual inspection only, shall be made from groundline to the top of the pole of all composite or fiberglass poles. The following defects visible from the ground with a naked eye will be noted: Cracks, broken or otherwise damaged areas, burned sections, deterioration of the poles protective coating including separation of layers or fibers protruding through the protective coating, broken insulators, rotten/broken crossarms, and slack/broken guy wires.
- 3.2.4 Metal Poles / Laced Towers:** A visual inspection only, shall be made from groundline to the top of the pole/structure of all metal poles and laced towers. The following defects visible from the ground with a naked eye will be noted: Cracks, rust that is either completely through or nearly completely through metal, loose or missing bolts, bent or missing members, cracks in concrete foundation, broken insulators, broken ground wires and slack/broken guy wires.
- 3.3 Excavation:** All poles that pass the above ground visual inspection (other than poles defined in Section 1.7.1) shall be excavated around the entire circumference to a depth of 18" below groundline (exceptions include poles in pavement, poles with underground power risers, poles in vegetable gardens, poles in organic farm fields, or poles that are otherwise inaccessible; if accessible, these poles will be sound and bore inspected. Poles in vegetable gardens and poles in organic farm fields may be excavated at OWNERS option, however these poles shall not be treated with remedial treatments). Poles which cannot be excavated to the proper depth around the entire circumference for legitimate reasons, such as large rocks, large roots, or other obstructions, will have the obstruction and the extent of excavation noted in either the remarks or notes section. The excavation will be approximately 10" from the pole at ground level and 4" from the pole at the 18" depth. For excavation in lawns, sod grass areas, or flower gardens, care will be taken to keep surrounding area as clean as possible. The sod around pole shall be carefully cut and neatly stacked. Poles installed on slopes shall be excavated to a minimum depth of 18" on the down slope side and 18" on the high side. Tarpaulins or ground cloths shall be used whenever possible to minimize the possibility of any property damage and to aide in the tracking of excavated holes (exceptions should be rare, and would include situations where the slope is too steep or the ground surface too uneven to allow for effective use).
- 3.4 Sounding:** Poles shall be sounded from as high as the inspector can reach to the exposed groundline area in order to locate interior pockets of decay. Hammer marks should be visible to indicate that the area was sounded.
- 3.5 Boring:** Inspector shall bore the pole with a 3/8" bit. Bore hole(s) shall be located at groundline and should be drilled at a 45° angle to a depth of the center line of the pole. A shell thickness indicator shall be used to detect the existence and estimated extent of any interior decay.

If enclosed decay pockets are evident in a pole, a minimum of four borings will be taken to determine the size and extent of decay. Bored holes shall be plugged with tight-fitting treated wood dowels or plastic plugs.

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- 3.6 **Chipping:** All poles that will be externally treated will have all loose and decayed wood removed from 18" below groundline to 6" above groundline. A quality chipping tool will be used for this procedure to obtain a smooth, clean removal of wood. External decay pockets will be shaved or chipped to remove decayed wood from the pole. Removed wood shall be removed from the hole and surrounding ground and disposed of properly. Care should be taken not to remove good wood as this will reduce the strength of the pole. The pole will be scraped using a check scraper or wire brush to remove dirt from treatment zone.

4.0 Evaluation:

- 4.1 **Determining Remaining Groundline Strength or Minimum Groundline Effective Circumference:** Measurements of the following decay and damage conditions shall be collected and input into a strength calculating program which will calculate the remaining strength of the pole: shell rot, exposed pockets, enclosed pockets, and mechanical damage.

Decay measurements are entered with consideration for the orientation to the line of lead and the program models the resulting cross section. Multiple types of damage are combined within the calculations and the center of gravity of the pole cross section is adjusted accordingly.

The output is shown as the estimated Percent Remaining Strength. The traditional Groundline Effective Circumference will be reported as well. This is the circumference of a smaller, sound pole that approximates the bending capacity equivalent to the decayed pole's remaining strength. The strength calculating program will only display percentages of remaining strength for excavated poles (minimum requirements are two, 8" deep by 8" wide excavations). An estimated Groundline Effective Circumference is the only reported value for poles which are not excavated to minimum requirements.

A "Reject Pole" is:

- Any excavated pole with a remaining strength of 67% or less
- Any pole having a minimum average shell thickness of less than 2" (for distribution poles) or 3" (for transmission poles)

Non-excavated poles will be rejected based on the reject criteria in Table 1 or other criteria approved in writing by OWNER. Groundline Effective Circumferences for non-excavated poles are estimates of true pole condition based on the limitations of the inspection method.

A "Priority Pole" is:

- A pole with an effective circumference of less than 50% of its original circumference and/or 13% or less remaining original strength and shall be reported to OWNER's representative as specified by OWNER in writing (if **OWNER opts to specify alternative criteria, it must be specified in writing to CONTRACTOR as specified in Section 1.7.5**)
- Any pole having an average minimum shell equal to or less than 1" (for distribution poles) or 2" (for transmission poles)

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4.2 **Previously Restored Poles:** Poles previously restored with Osmo-C-Truss(es) or Osmo-C2-Truss(es) shall be evaluated just above the second lowest band and at the top of the truss as outlined in Section 4.3.

- Poles that do not meet the minimum shell requirements will be classified as rejects.
- Poles that meet the minimum shell requirements will be classified as serviceable poles and internally treated above ground according to Section 5.4.
- Loose, missing or severely corroded bands and seals will be noted.

4.3 **Determining Reinforceable Candidates:** When the initial inspection results in the rejection of a pole, the pole shall be marked for replacement or reinforcement. The following inspections shall be performed to determine if the pole is reinforceable.

4.3.1 Inspection Point 1: Groundline Pole Condition

- Poles exhibiting **shell rot** at or below groundline shall have a minimum remaining sound wood circumference of 33% or greater than the original groundline circumference and/or 4% remaining strength.
- Hollow poles and poles with internal decay shall maintain one-half inch (1/2") of average sound shell at or below groundline for single or double truss applications.

Note: All shell thickness requirements listed in Sections 4.3.2 and 4.3.3 are for poles up to and including 65' in length. For poles 70' and longer, all shell requirements shall be increased by 1" (3" at the lower band position for a single truss, or 2" for a double truss, and 5" at the top of the truss):

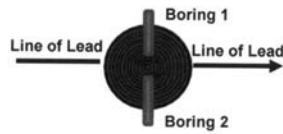
4.3.2 Inspection Point 2: Lower Band Pole Condition

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

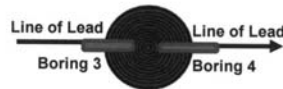
Procedure to determine lower band average sound shell:

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

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IN-SERVICE WOOD POLE INSPECTION (FULL EXCAVATION) AND
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- B. If the average sound shell from these 2 borings is two inches (2") or greater, proceed to **Inspection Point 3** below.
- C. If the average sound shell is less than two inches (2"), bore 2 additional holes in the line of lead. If the average of all 4 borings is two inches (2") or greater, proceed to **Inspection Point 3**.



- D. If the average is still less than two inches (2") but greater than one inch (1"), the pole can be reinforced with double trusses, which combined, provide the desired strength. Proceed to **Inspection Point 3** below to determine double truss required height above groundline.
- E. If the average sound shell is less than one inch (1"), the pole may be deemed non-restorable or consult with Osmose engineering for alternative restoration methods.

4.3.3 Inspection Point 3: Top of Truss Pole Condition

- A **standard truss** requires an average sound shell of four inches (4") or greater at the installed height of the standard truss required, typically five feet (5').
- A **tall truss** requires four inches (4") or greater of average sound shell anywhere from six to eight feet (6'-8') above groundline.

Procedure to determine top of truss average sound shell:

- A. Drill two (2) 3/8" diameter holes at five feet (5') above groundline perpendicular to the line of lead.
- B. If the average sound shell from these two (2) borings is four inches (4") or greater, reinforce the pole with the appropriate truss or trusses as shown in Figure 4 or 5.
- C. If the average sound shell is less than four inches (4"), Drill two (2) 3/8" diameter holes at six or eight feet (6' or 8') above groundline perpendicular to the line of lead in order to find four inches (4") or greater of average sound shell

Osmose Utilities Services, Inc. EXHIBIT A **IN-SERVICE WOOD POLE INSPECTION (FULL EXCAVATION) AND** **REMEDIAL TREATMENT SPECIFICATIONS**

- D. If the average sound shell from these two (2) borings is four inches (4") or greater, reinforce the pole with a truss with an installed height above groundline at least as tall as where 4" or greater of average sound shell is found.

Note: *In the instance where a pole would require double trussing due to average sound shell thickness at 15", but obstructions on the pole or a customer request would limit a restoration to only 1 truss, the pole can be checked for 2" of average sound shell at 26" and a single tall truss can be installed with lower banding installed at 26".*

- 4.3.4** All inspection holes shall be plugged with tight-fitting treated wood dowels or plastic plugs.

5.0 Treatment:

- 5.1 General:** All fully excavated poles (as defined in Section 3.3) which are serviceable shall be treated as specified in Section 5.2. All non-excavated poles (except as defined in Section 1.7.1) and certain excavated poles shall be treated with a fumigant treatment as specified in Section 5.3 (note reinforceable candidates cannot be treated with a fumigant treatment until after the pole has been reinforced). If internal decay is indicated, an appropriate solution shall be selected and applied (as specified in Section 5.4).

- 5.2 External Groundline Treatment:** All poles which are fully excavated and serviceable are to be groundline treated with a preservative paste which shall be applied to the pole (a minimum of 1/16" thick) from 18" below groundline to 3" above groundline. Reinforceable candidates will be externally treated. The preservative paste shall be composed of the following ingredients:

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

Alternative materials will require prior approval from OWNER. Alternative materials will be applied at the maximum rate according to the product label. Long-term retention studies should be made available to assure results.

CONTRACTOR shall treat all exposed pockets and checks using a brush or trowel. Where obstructions occur (such as fences, curbs, and walls) the preservative shall be applied up to obstruction to insure complete coverage.

- 5.2.1 Wrapping of External Treatment:** A polyethylene-backed kraft paper moisture barrier such as "OsmoShield™" is to be applied over the wood preservative. The moisture barrier shall cover preservative to a depth of 18" and extend 1" above the top of treatment zone, for a total of 22". It shall be of sufficient length to go around the pole with an overlap of approximately 4" and shall be stapled to the pole at the top and side seams of the barrier.

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Pasture wrap shall also be used in areas of livestock; it will be stapled around the top edge of the moisture barrier to act as an additional protective barrier.

- 5.3 **Fumigant Treatment:** All serviceable poles (except as specified in Section 1.7.1 and Through-Bored Poles) will receive a fumigant treatment(s) based on the following criteria: all poles which cannot be excavated (i.e. poles in concrete, poles with risers, poles with phone drops, etc.), all poles which cannot be 75% excavated due to obstructions (i.e. curbs, pole keys, large roots, fences, etc.), and all poles where internal decay is present or suspected and/or poles where voids of less than ½" are present. CONTRACTOR shall apply the fumigant treatment(s) to poles using the following treatment(s)/application method(s):

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

CONTRACTOR's inspector shall bore 7/8" slanting holes to a minimum of 12" depth, using impermeable gloves to insert one tube into each hole. Holes shall be plugged using tight-fitting treated wooden dowels or plastic plugs. For non-excavated poles, the first hole(s) are generally bored at groundline. For excavated poles, the first hole(s) may be bored below groundline.

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5.4 Internal Treatment:

5.4.1 Internal Treatment: Internal treatment will be with the following solutions:

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

Poles containing decay pockets of 1/2" or larger shall be treated by pumping the preservative into the cavity through a series of 3/8" diameter holes. If wood destroying insects are encountered in the pole, the pole will be sounded to locate the top of the insect gallery and enough holes drilled to thoroughly treat the wood and flood the galleries. The solution will be applied at a minimum pressure of 40 PSI. Beginning with the lowest hole, the preservative will be pumped into the cavity until the material flows out of the next highest hole. This hole will then be plugged and additional preservative pumped into the cavity until the cavity is filled or a maximum of one gallon is used. Sufficient holes will be bored and preservative used to assure coverage of the decayed area. All holes will be plugged with tight-fitting treated wood dowels or plastic plugs.

5.4.2 Internal Treatment for Wood Destroying Insects: At OWNER'S option, poles containing signs of wood destroying insects shall be treated with the following solution:

Hollow Heart® CB Plus Dilute Solution	
Ingredients	Amount
Copper Ethanolamine Complex (Equivalent to 2% Copper Metal)	5.84%
Disodium Octaborate Tetrahydrate	5.0%
Cypermethrin (Field Mixed with the Copper Ethanolamine Complex and Disodium Octaborate Tetrahydrate)	0.25%

Poles containing signs of wood destroying insects shall be treated by pumping the preservative(s) into the cavity through a series of 3/8" diameter holes. The solution will be applied at a minimum pressure of 40 PSI. Beginning with the lowest hole, the preservative will be pumped into the cavity until the material flows out of the next highest hole. This hole will then be plugged and additional preservative pumped into the cavity until the cavity is filled or a maximum of one gallon is used. Sufficient holes will be bored and preservative used to assure coverage of the decayed area. All holes will be plugged with tight-fitting treated wood dowels or plastic plugs. The pole will be sounded to locate the top of the insect gallery and enough holes drilled to thoroughly treat the wood and flood the galleries.

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6.0 Restoration of Work Site:

- 6.1 Back-Filling:** After excavation and/or treatment, all poles will be solidly back-filled. The first half of the excavation will be back-filled and tamped completely around the pole by walking on the replaced excavation; the second half will be back-filled and tamped completely around the pole. The excess earth should be banked up to a maximum of 3" above normal ground level to allow for settlement. In grass areas, the sod shall be carefully placed around the pole. Rocks or stones should not be laid against the pole except where they serve to key the pole or where no other fill is available. Extreme care should be taken not to tear the moisture barrier while back-filling.
- 6.2 Clean-Up:** No debris, loose dirt, etc. is to be left in the pole area. Private property turf, including that between the curb and the sidewalk, bushes, plants, and shrubbery are to be replaced with care. If any preservative is released on the ground, it shall be immediately cleaned-up. All containers shall be disposed of in accordance with the product label.

- 7.0 Pole Marking (Tagging):** All inspected poles shall be marked with a weather proof tag identifying the work performed, CONTRACTOR's name, and the year of inspection in a fashion similar to the designations shown in the following drawings. The tagging scheme used by CONTRACTOR must be shown to OWNER's representative and approved before it is used.

Tags shall be supplied by CONTRACTOR and placed 5' to 6' above groundline on the road side of the pole, below the utility pole identification marker. If inspecting or treating a pole that has previously been inspected or treated, the tag will be attached directly below the existing tag(s).

The following are illustrations of the various types of "tags" used and an explanation as to when they are used. It is important that the proper tag be used on every pole that is inspected.



This round tag represents an inspection via a full 18" excavation and treatment with an approved paste. The tag shows CONTRACTOR's name and the actual year the work is performed.



This oval tag is to be used whenever a sound and bore inspection takes place. The tag shows CONTRACTOR's name and the actual year the work is performed.

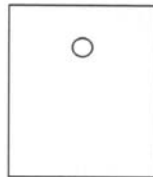
**Osmose Utilities Services, Inc. EXHIBIT A
IN-SERVICE WOOD POLE INSPECTION (FULL EXCAVATION) AND
REMEDIAL TREATMENT SPECIFICATIONS**



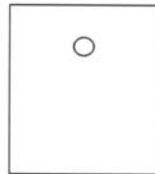
This tag is used whenever internal treatment is injected into a pole. This tag will be used in conjunction with one or more of the above tags depending on the type of inspection performed.



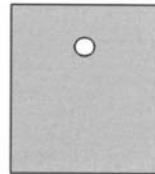
This tag is an example of a fumigant treatment tag. This tag shall be used whenever MITC-FUME® is applied to a pole. This tag will be used in conjunction with one of the above tags depending on the type of inspection performed.



One yellow reject tag is used to denote that the pole is a reinforceable reject.

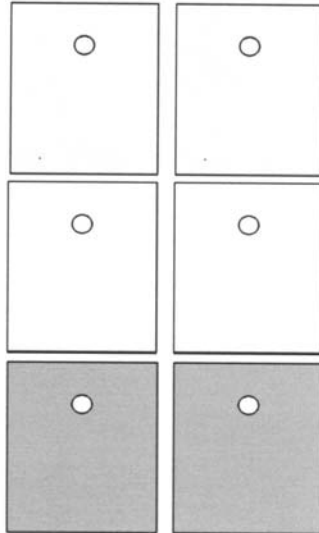


One white tag may be used to denote that the pole is a non-reinforceable reject.



One silver tag may also be used to denote that the pole is a non-reinforceable reject.

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Two yellow tags are used to denote a danger or priority pole that is reinforceable.

Two white tags may be used to denote a priority pole that is non-reinforceable.

Two silver tags may also be used to denote a priority pole that is non-reinforceable.

8.0 Data Collection and Deliverable:

- 8.1 Data Requirements:** OWNER desires to conduct a comprehensive pole inspection and maintenance program. OWNER must advise CONTRACTOR in writing of the type of data OWNER wants collected by CONTRACTOR. The data will be delivered within a geospatial software environment for viewing, searching, and reporting.

OWNER desires to improve the overall quality and completeness of pole inspection data as a secondary objective of the project. The combination of a data viewing tool together with improved data quality will help improve OWNER's ability to manage pole life cycle costs. The importance of the data-collection effort requires that it be performed professionally by experienced field personnel using technology that ensures delivery of high-quality data.

CONTRACTOR will provide appropriate hardware, software, and project management to ensure that OWNER receives data that meets its requirements for accuracy and completeness. At OWNER's request, CONTRACTOR can provide a demonstration of CONTRACTOR's data collection tools, processes, and a sample deliverable.

- 8.2 Data Specifications:** A CONTRACTOR-supplied or OWNER-supplied landbase that is acceptable to CONTRACTOR will be deployed by CONTRACTOR electronically to the field. A unique identifier will be created for each pole. Each pole will be placed on the digital landbase using GPS and/or relative positioning.

**Osmose Utilities Services, Inc. EXHIBIT A
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- 8.3 Data Delivery:** Data collected will be delivered online in a geospatial enabled web-based application that includes both map and attribute views of the data. The online application shall provide access to reports and data queries with support of user generated search functions. Poles must be able to be searched and sorted into groups based on their condition, their attributes, their attachments (when applicable), and highlighted in a map view.

The online application shall provide a landbase backdrop that includes aerial imagery capable of being viewed at various zoom levels. CONTRACTOR's geospatial online application will be compatible with industry standard web browsers such as Windows Internet Explorer 7.0 or 8.0, or Firefox 2.0 or later. All incremental data deliveries will be updated on the geospatial online application. CONTRACTOR shall host the data in the online application, but OWNER shall retain ownership of data (see Section 8.4 for information regarding data archiving).

The geospatial online application shall provide the capability to view and download reports in Adobe PDF format. Reports shall consist of pole detail, weekly, and year-to-date summaries. CONTRACTOR's web-based application must support the ability to view all invoices, in Adobe PDF format, with the ability to relate each individual pole record with the corresponding invoice.

Data export functionality shall include the ability to export to an ESRI Personal geodatabase, Microsoft Access, or a comma delimited (Excel Spreadsheet) file format. The geospatial online application shall support the printing of map views and, if applicable, viewing of digital images.

CONTRACTOR shall demonstrate how its online application provides OWNER with a calculated Percent Remaining Strength for poles with decay (where applicable).

- 8.4 Data Archiving:** CONTRACTOR will host the geospatial online application for the duration of the pole inspection project and for a maximum of 90 days after the end of the calendar year in which the project was completed. Options for additional archiving shall be made available at an additional cost. OWNER shall retain ownership of all data. Use of the geospatial online application will be governed by CONTRACTOR's online hosting agreement.

9.0 CONTRACTOR Information:

- 9.1 CONTRACTOR's Policies:** Documentation of CONTRACTOR's policies for conforming to EPA, OSHA, and DOT regulations can be provided upon request. Examples may include:

- Summary of CONTRACTOR's safety manual
- Summary of CONTRACTOR's pesticide training manual and test
- Summary of CONTRACTOR's standards for safe storage of preservatives on vehicles
- Labels and MSDS for all preservatives to be used

**Osmose Utilities Services, Inc. EXHIBIT A
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REMEDIAL TREATMENT SPECIFICATIONS**

- Operating policies for CONTRACTOR's personnel to handle preservatives and disposing of empty containers used for pole treatment
- Summary of OSHA regulations regarding PPE

9.2 **Work Schedule:** CONTRACTOR can also supply, upon request, a schedule outlining the number of crews proposed to complete work along with start dates and completion dates.

10.0 **Invoicing:** CONTRACTOR shall furnish OWNER with invoicing on a weekly basis. This invoicing practice is based on work performed weekly and will include the actual data and invoices with itemized billable items. Invoices shall be paid in accordance with the contract executed by the parties. In the event payment is not referenced in the contract, OWNER shall pay CONTRACTOR upon Net 30 day terms from the date of the invoice. A service charge of 1½% per month will be added to all invoices not paid within 30 days of the invoice date.

**Osmose Utilities Services, Inc. EXHIBIT A
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REMEDIAL TREATMENT SPECIFICATIONS**

**TABLE 1
MINIMUM GROUNDLINE EFFECTIVE CIRCUMFERENCE
(MEASURED AT POINT OF MAXIMUM DECAY)**

Original Circumference of Pole (Inches)	Minimum Effective Circumference Allowed (Inches)
24	21
25	21.75
26	22.75
27	23.50
28	24.50
29	25.25
30	26.25
31	27
32	28
33	28.75
34	29.75
35	30.50
36	31.50
37	32.25
38	33.25
39	34
40	35
41	35.75
42	36.75
43	37.50
44	38.50
45	39.25
46	40
47	41
48	41.75
49	42.75
50	43.50
51	44.50
52	45.25
53	46.25
54	47
55	48
56	48.75
57	49.75
58	50.50
59	51.50
60	52.25



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

COVERAGES

CERTIFICATE NUMBER: 15-16 OUS

REVISION NUMBER:

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

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

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

Confirmation of Coverage

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

CERTIFICATE HOLDER

City of Bentonville
608 Southeast Third Street
Bentonville, AR 72712

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

M Bonetto/CGEIGE

ACORD 25 (2010/05)

INS025 (201005).01

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RESOLUTION NO. _____

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

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an agreement with Osmose to provide pole testing and engineering services for the City of Electric Department in the amount of \$26,600.00, as per the proposal attached hereto as Exhibit "A".

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

PASSED and APPROVED this ____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

April 26, 2016

Submitted by:

Preston Newbill

Department

Water Utilities

Phone

271-3140

ACTION REQUIRED:

Staff recommends Council approval of a Resolution authorizing the Mayor and City Clerk to enter into an Revised Utility Agreement with the Arkansas State Highway Commission for additional engineering services performed by Garver, LLC associated with the AHTD Project No. CA0902 - Interstate 49 Improvements, Hwy 62/102 - Hwy 72. The additional work includes the cost of the engineering services through the bidding phase.

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: Preston Newbill

CC: Mike Bender

Date: April 18, 2016

Re: Arkansas State Highway Commission Preliminary Engineering Agreement for
AHTD Project CA0902 I-49 Improvements Hwy 62/102 – Hwy 72

This memo addresses three Council items:

1. Staff recommends approval of a resolution authorizing the Mayor and City Clerk to enter into a revised agreement with Arkansas State Highway Commission for preliminary engineering associated with AHTD's Project No. CA0902 I-49 Improvements between Hwy 62/102 and Hwy 72.
2. Staff recommends approval of a resolution authorizing the Mayor and City Clerk to enter into a revised professional services agreement with Garver not to exceed an increase of \$16,150.00 for preliminary engineering services associated with AHTD's project described above. Total contract with Garver not to exceed \$40,050.00.
3. Associated budget adjustment.

This AHTD project includes widening I-49 with inside lanes between Hwy 62/102 and Hwy 72 similar to current projects under construction on I-49. In addition to the inside lanes, this project will actually include additional improvements to I-49 between Hwy 62/102 and SE Walton, improvements to Hwy 62/102 west to Moberly Lane, and improvements to Hwy 72 east and west of I-49. AHTD will be acquiring additional right-of-way along Hwy 62/102 and Hwy 72 to accommodate this project. The City has water and sewer located within the proposed additional rights-of-way and need to relocate said utilities outside of the proposed right-of-way. The City's work will be reimbursable in accordance with AHTD's Utility Accommodation Policy. At this time, we do not know the extent of the work and/or the reimbursement factor that will be applied. The preliminary engineering, which is also reimbursable per AHTD's Utility Accommodation Policy, will determine the extent of the work and the associated reimbursement factor. The reimbursement factor will be applied to all engineering, easement acquisition, and construction work and associated permits required to perform the necessary utility relocation work. Amendments to the

agreement or new agreements with AHTD, Garver and construction contracts will be brought to Council as they are prepared.

Additional amendment with Garver will be coming to Council in the near future along with a separate agreement with the AHTD for the relocation construction.

Thank you for your consideration of this request.

ARKANSAS STATE HIGHWAY
AND
TRANSPORTATION DEPARTMENT

Scott E. Bennett, P.E.
Director
Telephone: (501) 569-2000
Voice/TTY: 711



P.O. Box 2261
Little Rock, AR 72203-2261
Telefax: (501) 569-2400
www.ArkansasHighways.com

April 14, 2016

Mr. Preston Newbill
City of Bentonville
117 West Central
Bentonville AR 72712

PRELIMINARY ENGINEERING
WORK ORDER – Change Order No.1

RE: Job CA0902 (Utilities)
Hwy. 62/102 – Hwy. 72
Route 49 Section 29
Benton County

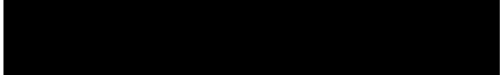
Dear Mr. Newbill:

Enclosed is Change Order No. 1 to the Preliminary Engineering Agreement (originally approved on October 2, 2015), with supporting papers covering eligible reimbursement for additional engineering services to be performed by Garver, LLC on Bentonville W&S's water line relocation as part of CA0902. As noted, this change order includes costs associated with engineering services through the bid phase but does not include costs associated with construction phase services. Those costs will be considered as part of the Relocation Agreement, which is being prepared at this time. We are also sending a copy of this letter and agreement to the consultant. You should authorize the consultant to proceed immediately with the engineering work. The Department plans to let bids for this work in June, 2016 so time is of the essence. Thus we will need the estimate and plans completed as soon as possible. Note too that since reimbursement is being sought, materials used are to be in compliance with Buy America provision under guidelines of 23 U.S.C. 313 and CFR 635.410.

Please call me if you have any questions.

Sincerely,

Arkansas State Highway and Transportation Department
Connecting Arkansas Program


Mark G. Dallara, PE
Utility Coordinator
501-537-3405
mgdallarosa@garverusa.com

GARVER – CAP Manager
4701 Northshore Drive
North Little Rock, AR 72118

cc: Prelim. Eng. Agreement & Contract CO No.1
Chris Buntin, Garver

www.ConnectingArkansasProgram.com

**ARKANSAS STATE HIGHWAY COMMISSION
UTILITY CHANGE ORDER**

UTILITY City of Bentonville Water and Sewer CHANGE ORDER NO. One
 JOB NO. CA0902 FAP NO. 9991 JOB NAME Hwy. 62/102 - Hwy. 72
 ROUTE 49 SECTION 19 (Widening & Intchng. Impvts.)
 COUNTY Benton

DESCRIPTION OF CHANGE:

The original contract for design engineering services included fee for conceptual design only. Once the design approach was finalized the scope of work was better defined, which allows the remaining work to be more accurately estimated. These costs are detailed below and will carry the project forward through the receipt of bids. Note that these costs will be paid on actual basis.

REASON FOR CHANGE:

The original contract for design engineering services included fee for conceptual design only. With the design approach better defined the final scope of work can be more accurately estimated. This change order captures that cost data.

Item Description	Present Amount	Revised Amount	Increase (Decrease)
Conceptual Design	\$23,900.00	\$23,900.00	\$0.00
Final Design	\$0.00	\$7,300.00	\$7,300.00
Property Acquisition Documents	\$0.00	\$2,650.00	\$2,650.00
Bidding Services	\$0.00	\$5,700.00	\$5,700.00
ADH Review Fee	\$0.00	\$500.00	\$500.00
			\$0.00
TOTALS	\$23,900.00	\$40,050.00	\$16,150.00

COMPUTATION OF REIMBURSABLE AMOUNT:

Reimbursable Percentage: 96.80%

Present Amount	\$23,900.00	Reimb.	96.80%	\$23,135.20
Revised Amount	\$40,050.00	Reimb.	96.80%	\$38,768.40
Overrun				\$15,633.20

Recommended

Date 4-12-16

Approved

Date 4-12-16

CAP/DPM/Engineering

Authorized

Date

Asst. Chief Engineer-Design

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO A REVISED UTILITY AGREEMENT WITH THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT FOR ADDITIONAL ENGINEERING SERVICES RELATED TO THE I-49 IMPROVEMENTS BETWEEN HIGHWAY 72 AND HIGHWAY 102.

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 a revised Agreement with the Arkansas State Highway and Transportation Department related to the I-49 Improvement project between Highway 72 and Highway 102, as set forth in the attached 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 #
X	Budget Adjustment	
	Change Order	
	Informational	
	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

April 26, 2016

Submitted by:

Preston Newbill

Department

Water Utilities

Phone

271-3140

ACTION REQUIRED:

Budget Adjustment to front additional costs as a result of the amended agreement for preliminary engineering associated with the Utility Agreement with the Arkansas State Highway Commission for AHTD Project No. CA0902 - Interstate 49 Improvements, Hwy 62/102 - Hwy 72.

COST TO CITY:

Cost of this Request: \$16,150

Additional Budget Amount \$16,150

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	23,900
Funds Expended to Date		23,900
Remaining Budget		-
Budget Adjustment		16,150
Remaining After Adjustment	\$	16,150

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



BUDGET ADJUSTMENT REQUEST FORM

Budget Adjustment #
(Assigned by Admin)

Department: Water

Date of Request: April 18, 2016

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
050-3020-436.91-99	Funded Depreciation		\$ (16,150.00)	\$ 16,150.00
050-3020-436.32-10	Water Legal and Professional		\$16,150.00	\$ (16,150.00)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ -	\$ -	\$ -

Justification:

Budget adjustment to front additional costs associated with the amended agreement for preliminary engineering for AHTD project CA0902 - Interstate 49 Improvements between Hwy 62/102 to Hwy 72. This project will qualify for reimbursement according to AHTD Utility Accommodation Policy, but reimbursement factor will not be determined until basic design is complete.

FOR ACTING USE ONLY

Council Action: Approved Disapproved Other _____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

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PLEASE RECYCLE





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

AGENDA FORM

CITY COUNCIL MEETING OF:

April 26, 2016

Submitted by:

Preston Newbill

Department

Water Utilities

Phone

271-3140

ACTION REQUIRED:

Staff recommends Council approval of a Resolution authorizing the Mayor and City Clerk to enter into a revised professional services agreement with Garver in an amount not to exceed \$16,150.00 for preliminary engineering services associated with the Utility Agreement with the Arkansas State Highway Commission for AHTD Project No. CA0902 - Interstate 49 Improvements, Hwy 62/102 - Hwy 72. This amendment increases Garver's engineering contract to \$40,050.00. This contract will qualify for reimbursement per AHTD's Utility Accommodation Policy.

COST TO CITY:

Cost of this Request: \$16,150

Additional Budget Amount \$16,150

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	23,900
Funds Expended to Date		23,900
Remaining Budget		-
Budget Adjustment		16,150
Remaining After Adjustment	\$	16,150

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





**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
City of Bentonville, Arkansas**

Project No. 15048180

CONTRACT AMENDMENT NO. 1

This Contract Amendment No. 1, effective on the date last written below, shall amend the original contract between the City of Bentonville, Arkansas (Owner) and GARVER, LLC (GARVER), dated September 22, 2015 referred to in the following paragraphs as the original contract.

This Contract Amendment No. 1 adds professional services for the final design, preparation of property acquisition documents, bidding, and construction services for water line improvements associated with AHTD Project No. CA0902.

The original contract is hereby modified as follows:

SECTION 3 - PAYMENT

Section 3 of the original contract is hereby amended as follows:

Revise "~~The total amount paid to GARVER under this agreement is estimated to be \$25,450.00.~~" to "The total amount paid to GARVER under this agreement is estimated to be \$40,050.00."

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

Add the table below.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Conceptual Design	\$23,900.00	Hourly Rate Plus Expenses
Final Design	\$7,800.00	
Property Acquisition Documents	\$2,650.00	
Bidding Services	\$5,700.00	
Construction Phase Services	\$12,350.00	Not Included In this PE Phase
TOTAL FEE	\$40,050.00	

APPENDIX A – SCOPE OF SERVICES

Appendix A of the original contract is hereby amended as follows:

Contract Amendment No. 1
AHTD Job CA0902 Water and Sewer
Relocations

1 of 5

Garver Project No.15048180



Section 2.1 General, add the following paragraph.

Generally, the scope of services for Amendment 1 includes the final design, preparation of property acquisition documents, and bidding services for water line improvements associated with AHTD Project No. CA0902. Improvements will consist primarily of relocation of a 12-inch water main and extension of 8-inch water main and 16-inch steel casing on the south side of Highway 72 east of Interstate 49, and placement of a concrete cap over an existing 12-inch water main on the south side of Highway 102 west of Interstate 49.

Add Sections 2.2.1 Surveys, 2.2.2 Coordination, 2.2.3 Final Design, 2.2.4 Property Acquisition Documents, 2.2.5 Bidding Services, and 2.2.6 Construction Phase services as shown below.

2.2.1 Surveys

Garver will design improvements and prepare property acquisition documents based solely upon design and property survey information received from the AHTD.

2.2.2 Coordination

Garver will furnish electronic plans to known utility owners potentially affected by the project, as well as AHTD. Garver will include the surveyed locations of the observable and marked utilities in the construction plans. Garver will attend up to one utility coordination meeting.

2.2.3 Final Design

During the final design phase of the project, Garver will conduct final designs to prepare construction plans and specifications, for one construction contract, including final construction details and quantities, special provisions, and opinion of probable construction cost with AHTD cost sharing. Garver will also make final plan changes as a result of Owner and AHTD final design comments and prepare the construction documents as required to advertise for bids. Garver will submit and coordinate approval with the Arkansas Department of Health (ADH) and pay the \$500 review fee.

2.2.4 Property Acquisition Documents

Garver will provide mapping as required for preparing easement acquisition documents for the Owner's use in acquiring the property. Documentation will include an individual tract map with description of temporary and permanent acquisition for each property. The fee for providing property acquisition documentation is based on permanent right of way and temporary construction easements for no more than one (1) property. If requested, Garver will stake construction easement.

2.2.5 Bidding Services

During the bidding phase of the project, Garver will:

1. Prepare and submit Advertisement for Bids to Owner for Owner publication in newspaper(s) for publication as directed 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.

Contract Amendment No. 1
AHTD Job CA0902 Water and Sewer
Relocations

2 of 5

Garver Project No.15048180



6. Prepare bid tabulation.
7. Evaluate bids and recommend award.
8. Attend City Council meeting.
9. Prepare construction contracts.

2.2.6 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. Prepare for and attend utilities coordination meeting.
3. Attend weekly on-site progress/coordination meetings with the Owner/Contractor during the 60-calendar-day construction contract performance time.
4. 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.
5. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
6. Based on information provided by the Contractor and Owner, Garver will prepare up to two Contractor's monthly 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.
7. Prepare and furnish record drawings based upon Owner's and Contractor's working drawings.
8. Provide construction observation services for acceptance testing (pressure testing of tapping sleeves, hydrostatic leak tests for water mains, backfill density tests, and concrete tests).
9. Provide periodic construction observation services for the 60-calendar-day construction contract performance time. The proposed fee is based on approximately 50 hours during the 60-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.
10. 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.
11. Participate in final project inspection, prepare punch list, review final project closing documents, and submit final pay request.



Limited construction observation services will be provided by Garver's Resident Project Representative, who will provide or accomplish the following:

- Consult with and advise the Owner during the construction period.
- Coordinate with the firm providing construction materials quality assurance testing under separate contract.
- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- 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 60-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.

Section 2.3 Project Deliverables, add the following items.

5. Electronic copies of the Final Plans, Specifications, and Opinion of Probable Construction Cost to the Owner and AHTD.
6. Electronic copies of the revised Final Plans to each potentially affected utility company.
7. Two hard copies of the Final Plans to ADH.
8. Electronic copies of the easement acquisition documents.
9. Electronic copies of the Issued for Bid Documents, incorporating Owner and AHTD comments.
10. Three hard copies of the Contract Documents for Contract execution.
11. Three hard copies of the Final Plans and Specifications to the Contractor.
12. Electronic copies of approved shop drawings/submittals from the Contractor.
13. One hard copy set of Record Drawings.

Section 2.4 Extra Work, revise item 6. from "Geotechnical, surveying, property acquisition, bidding, and construction services." to "Geotechnical and surveying services."

Section 2.4 Extra Work, omit items as shown below and re-number items accordingly 1 to 16.

- ~~5. Design services, beyond 30 percent level water and sewer relocations.~~
~~16. ADH Coordination and approval and permit fee.~~



Section 2.4 Schedule, add the following items to the table.

<u>Phase Description</u>	<u>Calendar Days</u>
Final Design and Easement Documents	30 days from notice to proceed
Incorporate Owner/AHTD Final Design Comments	14 days from comments

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 Amendment effective as of the date last written below.

CITY OF BENTONVILLE, ARKANSAS

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: Bob McCaslin
Printed Name

Name: Scott Zotti
Printed Name

Title: Mayor

Title: Vice President

Date: _____

Date: _____

Attest: _____
Linda Spence, City Clerk

Attest: _____
Chris Buntin, Project Manager

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AMENDMENT TO THE EXISTING CONTRACT WITH GARVER ENGINEERS FOR ADDITIONAL SERVICES RELATED TO THE UTILITY AGREEMENT WITH AHTD FOR THE INTERSTATE 49 IMPROVEMENT PROJECT.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an amendment to the existing contract with Garver Engineers for additional services related to the Utility Agreement with AHTD for the Interstate 49 Improvement Project as set forth in the amendment 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		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

April 26, 2016

Submitted by:

David Wright

Department

Parks and Rec

Phone

418-7133

ACTION REQUIRED:

Parks and Recreation Staff seeks City Council's approval of a bid award to Challenger Teamwear in an amount not to exceed \$47,000 for the purchase of uniforms for the 2016-2017 Youth Soccer Season.

COST TO CITY:

Cost of this Request: \$47,000

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
Thru: David Wright, Parks and Recreation Director
From: Lee Farmer, Recreation Services Manager
Date: 4/18/16
Re: Bid Award for Soccer Uniforms

Parks and Recreation is seeking council approval of a bid award of RFP number 2014-03 to Challenger Teamwear for the purchase of soccer uniforms for the 2016 – 2017 Soccer Season. Although this RFP was issued in 2014, it was for three years. The 2016 – 2017 season will be the third of a three year purchase from Challenger Teamwear. Our department started this program in fall 2010 with approximately 850 youth participants. Since that original season, our program has been a tremendous success. We witnessed our participation rates grow to more than 2,100 youth participants in the spring 2016 season. We anticipate our numbers to be approximately 1,850 participants in the fall and 2,200 in the spring during the 2016 – 2017 season.

When a recreation program experiences these types of numbers, the revenue and the expenses increase as well. Included in each participant's registration fee is the cost of a full soccer uniform. This includes a jersey with matching shorts and socks. A sample of this uniform will be available on the evening of the City Council meeting. This uniform set will cost us \$14.95 each.

Parks and Recreation worked with the Purchasing Department to issue a RFP for Soccer Uniforms. This RFP requested companies to provide samples of uniforms with a description of color choices, order process, delivery method and price. Two submitted proposals, with Challenger Teamwear being selected as the provider for the next three seasons. This is the third year of a three season bid award. They were selected based on the quality of their uniforms at the most affordable rate.

This season, Parks and Recreation is planning to order the "Pima" Style Uniforms. As stated earlier, these uniforms cost the City \$14.95 each. After screen printing, taxes and freight, the City will pay a total invoice amount not to exceed \$47,000. As we discussed

when this program started, the expenses from this program have a recovery rate of 100 percent. Our 2015-2016 gross revenue for soccer was \$190,800.

If you have any questions regarding this item, please let me know. Please call me at 696-0210 or email me at lfarmer@bentonvillear.com.

Attachments:

Bid Tabulation



March 1, 2014

Dear City of Bentonville,

Listed below are a few uniform options available to you from Challenger Teamwear. I have given you prices on a number of uniform styles. The price includes jersey, City of Bentonville logo, Sponsor name/logo, number, shorts & socks.

Uniform Set

Navajo Set	\$14.95 Youth	\$14.95 Adult	Page 15	17 Colors – Sizes YXS-AXL
Arizona Set	\$14.95 Youth	\$14.95 Adult	Page 14	18 Colors – Sizes YXXS-AXXL
Heartland Set	\$14.95 Youth	\$14.95 Adult	Page 13	21 Colors – Sizes YXS-AXXL
Seminole Set	\$14.95 Youth	\$14.95 Adult	Page 9	18 colors – Sizes YXS-AXXL

*Uniform Set includes – Jersey, City of Bentonville logo, Sponsor logo, One-Color number, Dakota Short, Premiere sock.

Upgrade Short

Frisco FREE UPGRADE

Additional Information

- Numbers - Uniform Set includes 8 inch number on back of jersey. Available in White, Black, Red, Gold, Royal, Cobalt, Kelly, Navy.
- Dakota Short – available in 11 colors – sizes YXS-AXL
- Frisco Short - available in 10 colors – sizes YXS-AXL
- Premiere Sock – available in 14 colors – sizes Youth, Junior and Adult
- Shipping – all uniforms will be shipped UPS/Fed Ex. We are 2 day ground UPS from you – we ship from Kansas.
- Turnaround time Main order – 2-3 Weeks from date of order. Can be less - We can work with you if dates are provided.
- Turnaround time on additional orders – 6 business days with ground shipping.

Qualifications

- Experience – Challenger has over 12 years of experience of providing Soccer uniforms direct to City soccer leagues.
- Challenger provides uniforms to over 1000 soccer leagues in the United States.
- Challenger provides uniforms to soccer leagues with 100-4000 soccer players.
- All Challenger uniforms are housed, separated, printed, packed and shipped from one central location.
- All uniforms will be separated and labeled by team for easy distribution.

Experience, Competence, and Capacity

- Jersey Quality – Each of our fabrics are knit with quality yarns and finished to have a rich soft feel for maximum comfort, ultimate moisture-wicking and breathability. Our jerseys are known for their bright colors – we use the most expensive reactive dyes to retain their bright color and prevent bleeding or fading. Each seam is double-stitched with extra strong threads which prevent seam splitting. A soft heavy-weight trim is used for the neckbands on Challenger Teamwear's jerseys to retain the jerseys shape.
- Short Quality – we pre-shrink the elastic band before sewing into our shorts. Polyester fabric does not shrink. If the elastic band has not been pre-shrunk before being sewn into a waist band, the fabric will bunch with the first wash. A heavy duty, more expensive polyester drawstring is used in all our shorts, again to prevent shrinkage and bunching.
- Sock Quality – The 'Premiere' sock is made of elasticized acrylic-nylon fabric and nylon true rib legs, with turndown cuffs to hold full-length shin-guards in place. This sock also has a cushioned insole.

Proposed Work Method

- Shipping prices – all uniform set prices include ground shipping on main order – no additional cost for shipping. On additional orders standard ground rates apply.
- Proposed Work Plan – Greg Knight is your contact at Challenger Teamwear. Contact details are 866-243-5862 Toll Free, 813-546-7340 Cell. gknight@challengersports.com.
- Ordering process – orders can be e mailed or faxed – we have an easy to use order form on Excel which can be e-mailed to you. Once the order is placed within 24 hours an e mail confirmation will be sent to you with a copy of the order. When the uniforms ship we and UPS will send you a tracking number so you can track the uniforms. We want to keep you in the loop all along the process.
- Turnaround Time – 2-3 Weeks from date of order. We work backwards – we find out 'Your first game date'. Then 'Your proposed delivery date' usually 2-7 days before first game'. Then 'When you can place the order' - we need a minimum of 10 business days to deliver the uniforms.

Past Performance

- Reference - City of Tallahassee , FL, Brian Smatt, 850 891 3837 – 1300 Uniform Sets
- Reference – Fayetteville Parks & Rec. , AR, Alan Spann, 479 575 8369 – 1300 Uniform Sets
- Reference – Arkansas Soccer Club, AR, Brad Shock, 501 224 7865 – 550 Uniform Sets
- Reference – SABR, FL, Suzy Vogelgesang, 561 362 7676, 2300 Uniform Sets

League Gifts

Challenger would also like to offer the league Gifts:

- **Challenger - N.S.C.A.A 'Parent Coach' coaching course** - \$35.00 Value – FREE to your club. Challenger has partnered with the largest coaching organization in the U.S.A. the N.S.C.A.A. and will come and put on a complementary coaching course for your Recreational parent coaches for FREE.
- **The Challenger Way** - Access to our new on-line training tool – with a comprehensive collection of coaching drills, Team practices, small sided games and much more to support all your youth coaches – Check out the FREE demo at www.thechallengerway.com . Retail price \$79.00 – your price FREE!

In addition to the great prices, quality uniforms and gifts I want to list additional advantages of working with Challenger:

- Location – our uniforms are housed, printed, packed and shipped from Kansas – we are only a **2 day ship to you. Shorter shipping time.**
- Additional orders – if you can order by noon any day we can have the uniforms to in 6 business days with logo and numbers – with ground shipping!
- Team Packed – all uniforms can be team packed and labeled ready for distribution
- Sizing samples – Complementary sizing samples for registration.
- Comfort – all our uniforms are tag – less and with stitching hidden in neck line for additional comfort.
- On line ordering – we keep you in the loop all along the ordering process – with e-mail confirmation of the order, e-mail tracking of the order and you can order 24 hours a day!
- Access to Challenger Sports resources – British Soccer Camps, Tetra Brazil Camps, Year round coaching, Tours, Tournaments.

I look forward to speaking with you to discuss our proposal but should you have any immediate questions please do not hesitate to contact me at: Tel: 866-243-5862 or email: gknight@challengersports.com

Sincerely,

Greg Knight
Regional Director
Challenger Teamwear





BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, April 26, 2016 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, April 26, 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: April 12, 2016**

AGENDA

1. Presentation by Randal Morrison, an attorney specializing in sign regulations, to discuss the ruling in the Reed v. Gilbert Arizona U.S. Supreme Court case regarding municipal sign law and its impact on local sign codes and the changes proposed to Bentonville's sign code.

2. Planning:

- 2a. **Lot Split: Josh Mattingly, Lot 1 Mattingly Subdivision, 2902 Northwest 3rd Street, Zoned R-1, Single Family Residential.**

The planning commission voted 6-0 recommending approval.

The applicant has submitted a Lot Split for .62 of an acre to be known as Lot 1 Mattingly Subdivision. Right of way is being dedicated 35' from the centerline of Northwest 3rd Street consistent with Master Street plan for a Collector street. Water and sewer are both available on the south side of the street.

- 2b. **Lot Split: Mt. Carmel Community in Bentonville, LLC: Lot 1 Mount Carmel Community Subdivision, Southwest Regional Airport Boulevard and Shell Road, Zoned C-2, General Commercial.**

The planning commission voted 6-0 recommending approval.

The applicant has submitted a lot split for 18.71 acres located on the South side of Southwest Regional Airport Boulevard and west of Greenhouse road. The property will be known as Lot 1 of Mount Carmel Community Subdivision. The plat reflects the access easements needed to navigate the project. Utility easements are being dedicated to facilitate the expansion of the public water, sewer and electric internal to the site. The Right of way reflects the current improvements that are underway on Southwest Regional Airport Boulevard.

- 2c. **Property Line Adjustment: SW A Building, LLC, Lots 17 & 18 Block 8 Clark's Second Addition, Southwest A Street and Southwest 4th Street, Zoned D-C, Downtown Core.**

The planning commission voted 6-0 recommending approval.

The applicant has submitted a Property Line Adjustment for lots 8 through 16 of Clark's Second addition located at the northwest corner of Southwest A Street and Southwest 4th Street. The owner intends to combine the lots into two lots to be known as Lot 17 (.42 acres) and Lot 18 (.97 acres) Block 8 Clark's Second Addition. The property line adjustment is needed to facilitate the development of Clark's Second Commercial Development. All required utility easements are being dedicated with this plat. Right of way is being dedicated along Southwest A Street per the Master Street Plan. The applicant is requesting the east to west alley be relocated south and right of way is being dedicated to accommodate the new alley location. Drainage easements are being dedicated for the storm water infrastructure.

- 2d. **Rezoning: Mount Carmel Community in Bentonville, LLC, Southwest Regional Airport Road and Southwest Cornerstone Road, Zoned R-1.**

The planning commission voted 6-0 recommending approval.

The applicants have requested a rezoning from R-1, Single Family Residential to C-2, General Commercial. The property is currently vacant, city services are adequate at this location. The rezoning request is consistent with the City of Bentonville's Future Land Use Map, which depicts this property as commercial.

- 2e. **Rezoning: SW A Building, LLC, Southwest 4th Street and Southwest A Street, Zoned R-1.**

The planning commission voted 6-0 recommending approval.

The applicant has requested a rezoning from R-1, Single Family Residential to D-C, Downtown Core. The property is vacant along an urban mixed use corridor. A Large Scale Development has been submitted for this property. During the review of that document it has been determined that all city services are adequate. This rezoning request is consistent with the City of Bentonville's Future Land Use Map, which depicts this property as mixed use.

- 2f. **Rezoning: Bentonville Child Care and Development Center, Inc., Northeast J Street, Zoned R-1, R-E, and A-1.**

The planning commission voted 6-0 recommending approval.

The applicants have requested a rezoning from R-1, Single Family Residential, R-E, Residential Estate and A-1, Agricultural to R-O, Residential Office. The property is currently vacant, Water and Electric services are adequate at this location. Sanitary Sewer will need to be extended to the site before development can occur. This rezoning is consistent with the City of Bentonville's Future Land Use Map.

3. Public hearing and ordinance vacating a street right-of-way located at 200 NE "A" Street by 21C, LLC, to the City of Bentonville, Arkansas, Benton County, Arkansas.
4. Approval of a resolution and setting a public hearing for the City of Bentonville City Council meeting scheduled for June 28, 2016 regarding the condemnation of structures located at 1405 Crescent Street, parcel #01-08510-000, 1407 Crescent Street, parcel #01-08511-000 and 1409 Crescent Street, parcel #01-08512-000.
5. Extend the contract for year two of three to Pyro Shows for the annual fourth of July pyrotechnic display. Budget amount \$30,000.00.
6. A resolution authorizing the Mayor and City Council to enter into a contract with Osmose to provide pole testing to the City of Bentonville Electric Department for an amount not to exceed \$26,600.00.
- 7a. Staff recommends Council approval of a Resolution authorizing the Mayor and City Clerk to enter into an Revised Utility Agreement with the Arkansas State Highway Commission for additional engineering services performed by Garver, LLC associated with the AHTD Project No. CA0902 - Interstate 49 Improvements, Hwy 62/102 - Hwy 72. The additional work includes the cost of the engineering services through the bidding phase.
- 7b. Budget Adjustment to front additional costs as a result of the amended agreement for preliminary engineering associated with the Utility Agreement with the Arkansas State Highway Commission for AHTD Project No. CA0902 - Interstate 49 Improvements, Hwy 62/102 - Hwy 72.
8. Staff recommends Council approval of a Resolution authorizing the Mayor and City Clerk to enter into a revised professional services agreement with Garver in an amount not to exceed \$16,150.00 for preliminary engineering services associated with the Utility Agreement with the Arkansas State Highway Commission for AHTD Project No. CA0902 - Interstate 49 Improvements, Hwy 62/102 - Hwy 72. This amendment increases Garver's engineering contract to \$40,050.00 This contract will qualify for reimbursement per AHTD's Utility Accommodation Policy.
9. Parks and Recreation Staff seeks City Council's approval of a bid award to Challenger Teamwear in an amount not to exceed \$47,000.00 for the purchase of uniforms for the 2016-2017 Youth Soccer Season.