

1. Agenda

Documents:

[MAY 10, 2016 CITY COUNCIL FULL AGENDA.PDF](#)

2. Short Agenda

Documents:

[MAY 10, 2016 CITY COUNCIL SHORT AGENDA.PDF](#)



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, May 10, 2016 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, May 10, 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 26, 2016**

AGENDA

1. Request that the City Council recognize the 100 year anniversary of the Bentonville Police Department with a resolution. City Council action 100 years and 1 day ago, May 9, 1916, created the "Office of Watch or Police in the City of Bentonville, Ark." by means of "Ordinance # 141." See attached resolution.
(Pages 4-6)

2. Planning:

- 2a. **Lot Split: JTK Development, LLC, Southeast 22nd Street & Southeast 'C' Street, Zoned C-3, Central Commercial.**
(Pages 9-12)

The planning commission voted 7-0 recommending approval.

The applicant has submitted a lot split for property located at the intersection of Southeast 22nd Street and Southeast 'C' Street. The plat as provided indicates the creation of two new lots from 5 existing lots. The new lots will be known as Lot 25 (1.32 acres) & Lot 26 (2.61 acres) of Werts 3rd Addition. The plat reflects the dedication of a public cross access easement along the proposed common property line of the two lots and a 20' wide drainage easement along the northern property line of new Lot 25. Water and sewer services are available to both lots.

- 2b. **Lot Split: Lots 10 & 11 Dowell Addition, North Walton Boulevard & Northwest 'J' Street, Zoned C-2.**

(Pages 13-16)

The planning commission voted 7-0 recommending approval.

The applicant has submitted a lot split for property that fronts onto North Walton Boulevard and backs up to Northwest 'J' Street. The plat as provided indicates the creation of two new lots from all of exiting Lot 5. The new lots will be known as Lot 10 (1.60 acres) & Lot 11 (2.40 acres) of Dowell Addition. The plat reflects the dedication of right-of-way along Northwest 'J' Street per the master street plan and the dedication of a variable width drainage easement for an existing 48" storm pipe that crosses portion of both lots. Water and sewer services are available to both lots.

- 2c. **Lot Split: Lots 20, 21 & 22, Block 5 of Dunn & Davis Addition, Southwest 7th Street & Southwest 'B' Street, D-E, Downtown Edge.**

(Pages 17-20)

The planning commission voted 7-0 recommending approval.

The applicant has submitted a lot split for property situated on the northwest corner of the intersection of Southwest 7th Street and Southwest 'B' Street. The plat as provided indicates the creation of three new lots from all of exiting Lots 9 & 12. The new lots will be known as Lot 20 (0.10 acres) & Lot 21 (0.08 acres) and Lot 22 (0.14 acres), Block 5 of Dunn & Davis Addition. The plat shows the dedication of right-of-way along Southwest 'B' Street per the master street plan. Water and sewer services are available to both lots.

- 2d. **Rezoning: Barry and Kim Parsley, 9004 Windmill Road, Rezoning from A-1, Agricultural to R-1, Single Family Residential.**

(Pages 21-25)

The planning commission voted 7-0 recommending approval.

The applicants have requested a rezoning from A-1 to R-1. This property is the site of single family dwelling and large agricultural buildings. This property was recently annexed. Public services are adequate in this area.

3. A resolution for the Mayor and City Clerk to update a Lease Agreement in name change only. The request by 40 Rivercliff, LLC to change name on lease from 40 Rivercliff, LLC to Steve and Anita Patton for a hangar at 2400 SW Aviation Street of Bentonville Municipal Airport.

(Pages 26-35)

- 4a. Council approval of a Resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Morrison-Shipleigh Engineers, Inc. to provide services for the Bentonville Municipal Airport in an amount not to exceed \$8,000.00 for Application for Airport Land Release from FAA (Task Order #13). Services shall be in accordance with provisions of the Master Agreement executed April 12th, 2011 and as amended September 11, 2014.

(Pages 36-40)

- 4b. City Council to approve a budget adjustment of \$8,000.00 for Professional/Legal Services at the Municipal Airport.

(Pages 41-42)

5. City Council approval of a budget adjustment to recognize \$144,000.00 from the Advertising and Promotions Commission for Phillips Park Improvements.
(Pages 43-46)
6. (A) Request that the City Council recognize the retirement of Police Department K-9 Merlin, and authorize the ownership of the K-9 to be transferred to his handler, Corporal Guary Morgan. Corporal Morgan and his wife, Patty, donated Merlin to the City of Bentonville in May of 2008. Due to recent medical concerns, K9 Merlin's retirement is in the best interests of the animal and all involved parties. Upon retirement, Corporal Morgan would assume complete responsibility for the K9. (B) It is also requested that the City Council accept the donation of a replacement explosive detection K9 from Corporal Morgan and Patty Morgan. This dog, K9 Gizmo, a 5 year old Belgium Malinois, is a certified replacement for the retiring K9 Merlin. This donation would be accomplished with an agreement in place that would allow the City to assume care and maintenance costs for K9 Gizmo and also allow this animal to be returned to Corporal Morgan should he be retired or removed from service for any reason. See also attached letter from Corporal Morgan.
(Pages 47-49)
7. Approval of budget adjustment for \$3,000.00 to Bentonville Public Library from the Northwest Arkansas Economic Development District (NWAEDD) for a General Improvement Fund (GIF) grant. The funds are designated to support BPL's Tech Loan Program with the purchase of new ereader devices and accessories.
(Pages 50-53)
8. Staff seeks Council approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Oros and Busch Application Technologies, Inc. for the transport and proper disposal of biosolids produced by the City of Bentonville Wastewater Treatment Facility, in an amount not to exceed \$125,000.00 per year. Per Section 9. of this agreement; the City may choose to renew the contract for three additional terms, providing the conditions are acceptable to both parties. This is a yearly budgeted item.
(Pages 54-59)



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 10, 2016

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Request that the City Council recognize the 100 year anniversary of the Bentonville Police Department with a resolution. City Council action 100 years and 1 day ago, May 9, 1916, created the "Office of Watch or Police in the City of Bentonville, Ark." by means of "Ordinance # 141." See attached Resolution.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



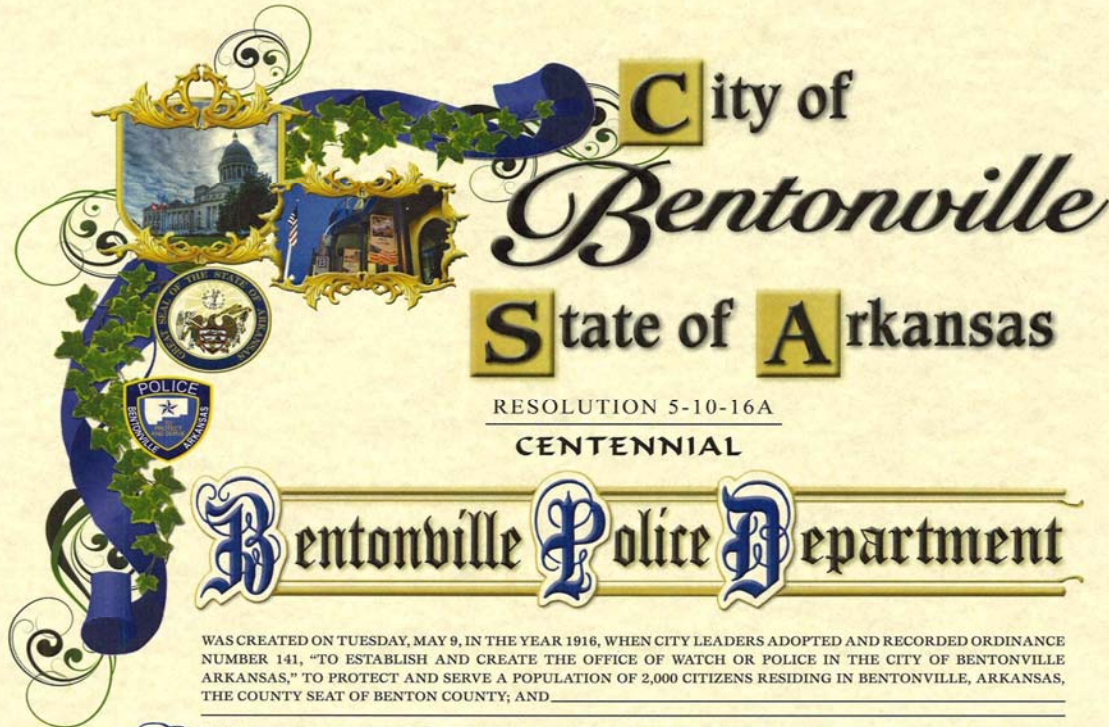
Ordinance #141----

May 9 1916

Page 156

Ordinance # 141----

To establish and create the Office of Watch or Police,
in the City of Bentonville Ark,



WAS CREATED ON TUESDAY, MAY 9, IN THE YEAR 1916, WHEN CITY LEADERS ADOPTED AND RECORDED ORDINANCE NUMBER 141, "TO ESTABLISH AND CREATE THE OFFICE OF WATCH OR POLICE IN THE CITY OF BENTONVILLE ARKANSAS," TO PROTECT AND SERVE A POPULATION OF 2,000 CITIZENS RESIDING IN BENTONVILLE, ARKANSAS, THE COUNTY SEAT OF BENTON COUNTY; AND

WHEREAS, ON JANUARY 9, IN THE YEAR 1951, THE BENTONVILLE CITY COUNCIL EXPANDED THE DEPARTMENT PERSONNEL TO INCLUDE A CHIEF OF POLICE, TWO ADDITIONAL PATROLMEN, ESTABLISHED A FORMAL UNIFORM AND PURCHASED A 1951 PLYMOUTH BLACK DELUXE TUDOR AS THE FIRST EVER PATROL VEHICLE TO BE SHARED BY ALL MEMBERS OF THE DEPARTMENT. IN THE SAME YEAR, THE DEPARTMENT OPERATED OUT OF THE BENTON COUNTY SHERIFF'S OFFICE TO PROTECT AND SERVE A POPULATION OF 2,900 CITIZENS; AND

WHEREAS, THE BENTONVILLE POLICE DEPARTMENT CONTINUED TO EVOLVE AND MOVED OPERATIONS INTO A LOCATION AT 211 N.E. "A" STREET, AND REMAINED THERE UNTIL THE YEAR 1979 WHEN THE DEPARTMENT MOVED TO 415 S.W. "A" STREET, ALSO KNOWN AS THE "ROCK CHURCH" BY LOCALS; AND

WHEREAS, THE BENTONVILLE POLICE DEPARTMENT MOVED IN THE YEAR 1995 FROM THE "ROCK CHURCH," TO ITS CURRENT LOCATION AND FIRST EVER DEDICATED POLICE FACILITY LOCATED AT 908 S.E. 14TH STREET; AND

WHEREAS, IN THE YEAR 2016, THE BENTONVILLE POLICE DEPARTMENT HAS GROWN TO 99 MEMBERS. THESE FULL-TIME SWORN AND CIVILIAN STAFF, PROTECT AND SERVE A POPULATION OF OVER 44,000 CITIZENS, WITH SERVICES THAT INCLUDE SCHOOL RESOURCE OFFICERS, K9 TEAMS, BOMB SQUAD, BICYCLE TEAM, COMPUTER FORENSICS, SWAT TEAM, CRISIS NEGOTIATIONS TEAM AND ANIMAL SERVICES; AND

WHEREAS, AT THE TIME OF THIS CENTENNIAL, THE BENTONVILLE POLICE DEPARTMENT CURRENTLY SERVES AND PROTECTS A CITY THAT RANKS AS THE 10TH LARGEST CITY IN THE STATE OF ARKANSAS AND HAS BECOME THE HOME OF A GLOBAL COMMUNITY, RICH IN CULTURE, ARTS, AND HOST TO A DIVERSE DEMOGRAPHIC.

NOW THEREFORE, BE IT RESOLVED THAT BY THE ADOPTION OF THIS RESOLUTION, THE CITY COUNCIL OF THE CITY OF BENTONVILLE RECOGNIZES MAY 9TH, IN THE YEAR 2016, AS A MILESTONE OF MORE THAN A CENTURY OF DEDICATED SERVICE AND PROTECTION BY THE BENTONVILLE POLICE DEPARTMENT; SERVICE AND PROTECTION ACCOMPLISHED WITH DIGNITY AND PROFESSIONALISM AND COMMITTED TO THE SAFETY AND WELL-BEING OF THE CITIZENS OF THE GREAT CITY OF BENTONVILLE. AND FURTHERMORE, IT SHOULD BE NOTED THAT THIS CENTURY OF SERVICE BE RECOGNIZED ON MAY 21ST, IN THE YEAR 2016 WITH A CELEBRATION AT THE BENTONVILLE COMMUNITY CENTER, AND THAT THIS CELEBRATION DATE FALLS WITHIN NATIONAL POLICE WEEK, THE WEEK OUR NATION HONORS AMERICAN LAW ENFORCEMENT WHO GAVE THEIR LIVES IN SERVICE OF THE PUBLIC.

GIVEN THIS 10th day of May, 2016, in Bentonville, in the Great State of Arkansas, in the United States of America.



Bob McCaslin
Bob McCaslin, Mayor

Linda Spence
Linda Spence, City Clerk

**City Council
Planning Agenda
May 3, 2016**

Lot Split: JTK Development, LLC, Southeast 22nd Street & Southeast 'C' Street, Zoned C-3, Central Commercial.

The planning commission voted 7-0 recommending approval.

The applicant has submitted a lot split for property located at the intersection of Southeast 22nd Street and Southeast 'C' Street. The plat as provided indicates the creation of two new lots from 5 existing lots. The new lots will be known as Lot 25 (1.32 acres) & Lot 26 (2.61 acres) of Werts 3rd Addition. The plat reflects the dedication of a public cross access easement along the proposed common property line of the two lots and a 20' wide drainage easement along the northern property line of new Lot 25. Water and sewer services are available to both lots.

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

The planning commission voted 7-0 recommending approval.

The applicant has submitted a lot split for property that fronts onto North Walton Boulevard and backs up to Northwest 'J' Street. The plat as provided indicates the creation of two new lots from all of exiting Lot 5. The new lots will be known as Lot 10 (1.60 acres) & Lot 11 (2.40 acres) of Dowell Addition. The plat reflects the dedication of right-of-way along Northwest 'J' Street per the master street plan and the dedication of a variable width drainage easement for an existing 48" storm pipe that crosses portion of both lots. Water and sewer services are available to both lots.

Lot Split: Lots 20, 21 & 22, Block 5 of Dunn & Davis Addition, Southwest 7th Street & Southwest 'B' Street, D-E, Downtown Edge.

The planning commission voted 7-0 recommending approval.

The applicant has submitted a lot split for property situated on the northwest corner of the intersection of Southwest 7th Street and Southwest 'B' Street. The plat as provided indicates the creation of three new lots from all of exiting Lots 9 & 12. The new lots will be known as Lot 20 (0.10 acres) & Lot 21 (0.08 acres) and Lot 22 (0.14 acres), Block 5 of Dunn & Davis Addition. The plat shows the dedication of right-of-way along Southwest 'B' Street per the master street plan. Water and sewer services are available to both lots.

Rezoning: Barry and Kim Parsley, 9004 Windmill Road, Rezoning from A-1, Agricultural to R-1, Single Family Residential.

The planning commission voted 7-0 recommending approval.

The applicants have requested a rezoning from A-1 to R-1. This property is the site of single family dwelling and large agricultural buildings. This property was recently annexed. Public services are adequate in this area.

Planning Commission Staff Report
Lot Split: Lots 25 & 26 Werts 3rd Addition

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Jon Stanley, Planner
PC DATE: May 3, 2016

GENERAL INFORMATION:

Project Number: 16-016000010

Applicant: JTK Development, LLC

Representative: Gray Rock, LLC (Dirk Thibodaux)

Requested Action: Lot Split Approval

Location: Southeast 22nd Street & Southeast 'C' Street

Existing Zoning: C-3, Central Commercial

Land Use Plan: Mixed Use

BACKGROUND:

The applicant has submitted a lot split for property located at the intersection of Southeast 22nd Street and Southeast 'C' Street. The plat as provided indicates the creation of two new lots from 5 existing lots. The new lots will be known as Lot 25 (1.32 acres) & Lot 26 (2.61 acres) of Werts 3rd Addition. The plat reflects the dedication of a public cross access easement along the proposed common property line of the two lots and a 20' wide drainage easement along the northern property line of new Lot 25. Water and sewer services are available to both lots.

SURROUNDING LAND USES AND ZONING:

Direction	Zoning	Land Use
North	C-3, Central Commercial	Mixed Use
South	C-3, Central Commercial	Mixed Use
East	C-2, General Commercial	Office
West	C-2, General Commercial	Mixed Use

STREETS

Direction	Name	Classification
North	-	-
South	Southeast 2 nd Street	Collector
East	-	-
West	Southeast 'C' Street	Collector

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 in a developing commercial and office area in the southeast section of the city.

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

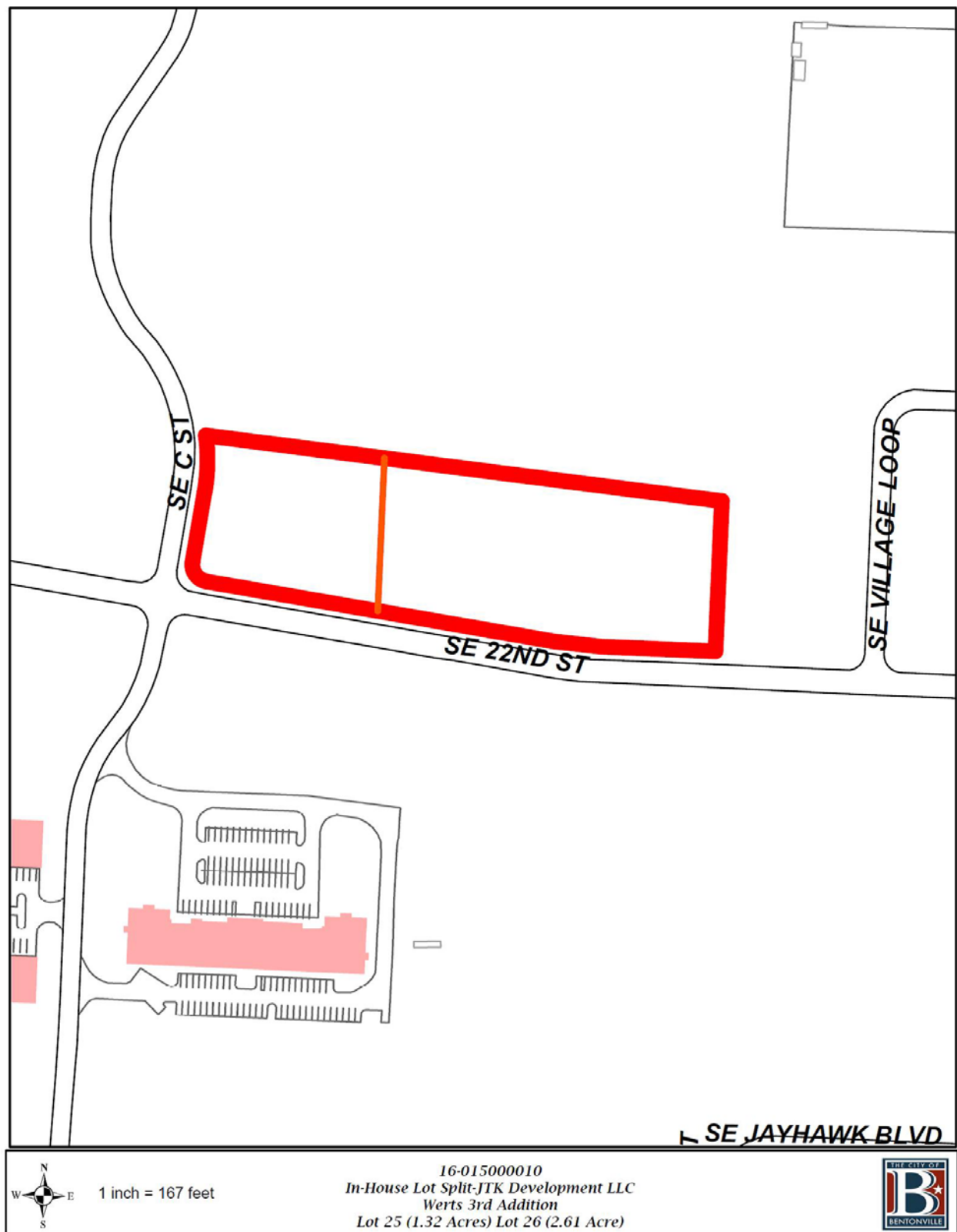
Water / Sewer: Per the G.I.S. site, water and sewer are currently available at this location.

Waiver(s): N/A

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

RECOMMENDATION:

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



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 25 & 26 WERTS 3RD 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 Mount Carmel Community Subdivision, Benton County Arkansas, was submitted to the Bentonville Planning Commission On the 3rd 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 Lots 25&26 Werts 3rd 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: Lots 10 & 11 Dowell Addition

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Jon Stanley, Planner
PC DATE: May 3, 2016

GENERAL INFORMATION:

Project Number: 15-05000047
Applicant: Grizzly Properties, LLC
Representative: Blew & Associates (Wes Luker)
Requested Action: Lot Split Approval
Location: North Walton Boulevard & Northwest 'J' Street
Existing Zoning: C-2, General Commercial
Land Use Plan: Commercial

BACKGROUND:

The applicant has submitted a lot split for property that fronts onto North Walton Boulevard and backs up to Northwest 'J' Street. The plat as provided indicates the creation of two new lots from all of exiting Lot 5. The new lots will be known as Lot 10 (1.60 acres) & Lot 11 (2.40 acres) of Dowell Addition. The plat reflects the dedication of right-of-way along Northwest 'J' Street per the master street plan and the dedication of a variable width drainage easement for an existing 48" storm pipe that crosses portion of both lots. Water and sewer services are available to both lots.

SURROUNDING LAND USES AND ZONING:

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

STREETS

Direction	Name	Classification
North	-	-
South	-	-
East	North Walton Boulevard	Arterial
West	Northwest 'J' Street	Local

TRAFFIC FINDINGS

Traffic data for the nearest intersections are as follows: No traffic data exists for this location.

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 an established commercial corridor.

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

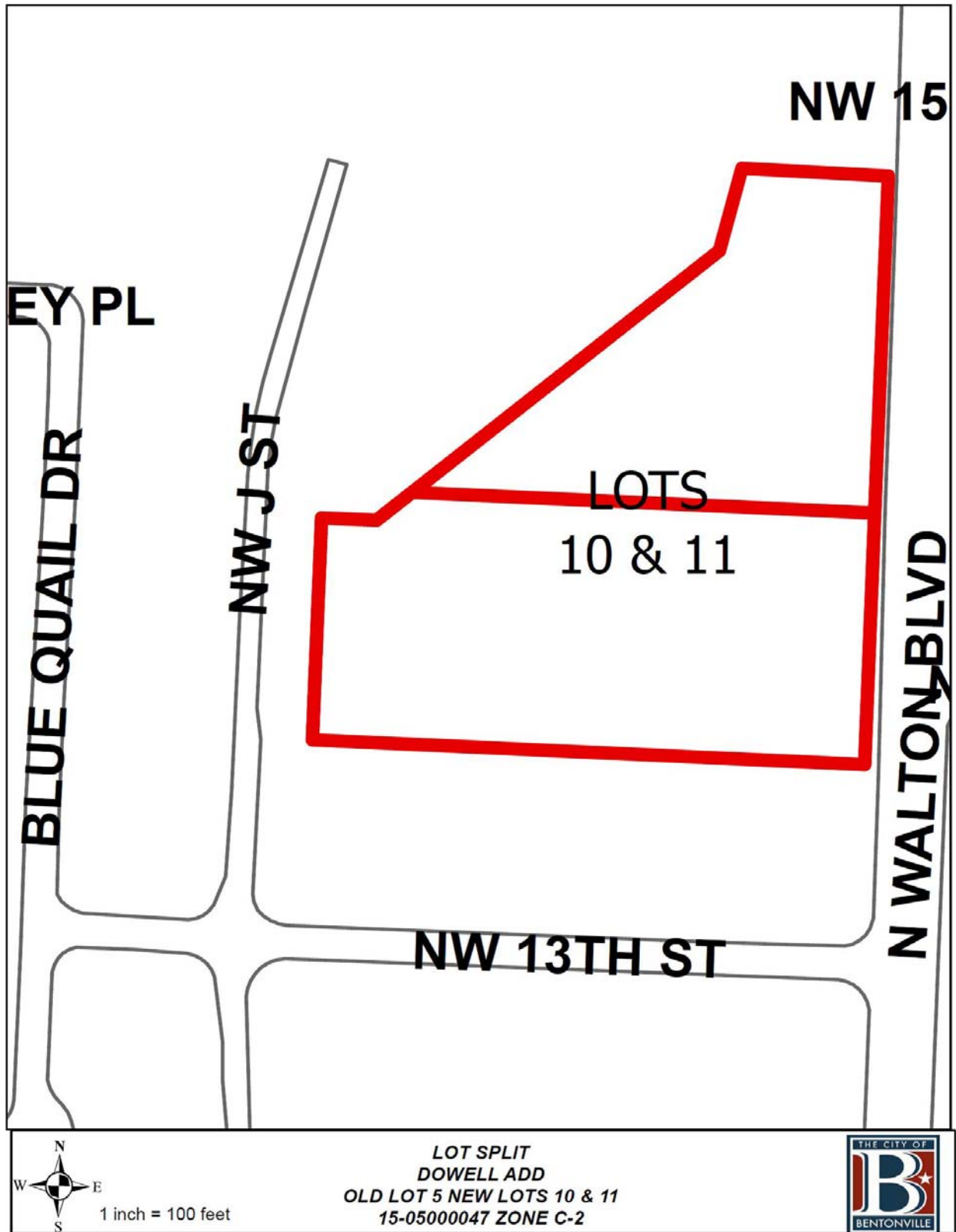
Water / Sewer: Per the G.I.S. site, water and sewer are currently available at this location.

Waiver(s): N/A

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

RECOMMENDATION:

Staff has reviewed this application and recommends APPROVAL.



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 10 & 11 DOWELL ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS.

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 10 & 11 Dowell Addition, Benton County Arkansas, was submitted to the Bentonville Planning Commission On the 3rd 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 Lots 10 & 11 Dowell 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: Lots 20, 21 & 22, Block 5 of Dunn & Davis Addition

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Jon Stanley, Planner
PC DATE: May 3, 2016

GENERAL INFORMATION:

Project Number: 16-05000006
Applicant: NFD, LLC
Representative: Newell Development (Jake Newell)
Requested Action: Lot Split Approval
Location: Southwest 7th Street & Southwest 'B' Street
Existing Zoning: D-E, Downtown Edge
Land Use Plan: Downtown Mixed Use Residential

BACKGROUND:

The applicant has submitted a lot split for property situated on the northwest corner of the intersection of Southwest 7th Street and Southwest 'B' Street. The plat as provided indicates the creation of three new lots from all of exiting Lots 9 & 12. The new lots will be known as Lot 20 (0.10 acres) & Lot 21 (0.08 acres) and Lot 22 (0.14 acres), Block 5 of Dunn & Davis Addition. The plat shows the dedication of right-of-way along Southwest 'B' Street per the master street plan. Water and sewer services are available to both lots.

SURROUNDING LAND USES AND ZONING:

Direction	Zoning	Land Use
North	D-E, Downtown Edge	Downtown Mixed Use Residential
South	D-C, Downtown Core	Downtown Mixed Use Residential
East	D-C, Downtown Core	Mixed Use
West	D-E, Downtown Edge	Downtown Mixed Use Residential

STREETS

Direction	Name	Classification
North	-	-
South	Southwest 7 th Street	Local
East	Southwest 'B' Street	Local
West	-	-

TRAFFIC FINDINGS

Traffic data for the nearest intersections are as follows: No traffic data exists for this location.

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 duplex in a rapidly redeveloping residential neighborhood in the southwest part of downtown.

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 at this location.

Waiver(s): N/A

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

RECOMMENDATION:

Staff has reviewed this application and recommends APPROVAL.



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 20, 21 & 22, BLOCK 5 OF DUNN & DAVIS ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS.

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 20,21&22, Block 5 of Dunn & Davis Addition, Benton County Arkansas, was submitted to the Bentonville Planning Commission On the 3rd day of May, 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 Lots 20, 21 & 22, Block 5 of Dunn & Davis 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



PC Meeting of: May 3, 2016

The City of Bentonville, Arkansas

305 S.W. "A" Street

Bentonville, AR 72212

REZONING: PARSLEY, A-1, Agricultural to R-1, Single Family Residential
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: May 3, 2016

GENERAL INFORMATION

H.T.E. Project Number: 15-09000009
Applicant/Current Owner: Barry and Kim Parsley
Representative: Terri Parsley
Requested Action: Rezoning
Location: 9004 Windmill Road
Existing Zoning: A-1, Agricultural
Proposed Zoning: R-1, Single Family Residential
Future Land Use Map Designation: Low Density Residential

BACKGROUND / HISTORY

Property Description/Site Inspection: A site inspection was completed; this property is the site of single family dwelling and a large agricultural buildings.

Previous Rezoning Requests for this Property: The property was recently annexed into the City of Bentonville corporate limits as A-1, Agricultural.

Surrounding Land Uses & Zonings:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	Single Family subdivision	R-1, Single Family Residential	Agricultural
South	Agricultural	Benton County	Agricultural
East	Agricultural	Cave Springs	Cave Springs

West	Single Family Subdivision	R-1, Single Family Residential	Agricultural
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Surrounding Streets & Classifications:

Direction	Name	Master Street Plan Classification	Current Condition
North			
South	Southwest Windmill Road	Arterial	2 lane open ditch
East			
West			

LEGAL NOTIFICATIONS

Public Notice: On April 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 27, 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. The applicant has sent the property owner notifications for the May 3, 2016 Planning Commission.

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: As stated in the general plan: "Areas that are more suitable for development are most likely to develop first. Suitability for development is based on criteria such as proximity to major roads and utilities; absence of impediments such as wetlands, floodplain, and steep slopes; and compatibility with surrounding land uses." As vacant property is developed the adjacent property will become more suitable for development. The extension of city services will facilitate the expansion of the "suitable" land for development. The proposed land use map amendment will meet the intent of the General Plan. The proposed amendment would meet the criteria listed above. The property is located at the intersection of two arterial roads, the topography is conducive to the development and utilities are within close proximity; therefore the request is consistent with good land use planning and the general plan.

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

Finding(s) of Staff: The property is currently located with close proximity to the intersection of two arterial streets. Current traffic conditions should not be altered by the proposed zoning.

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

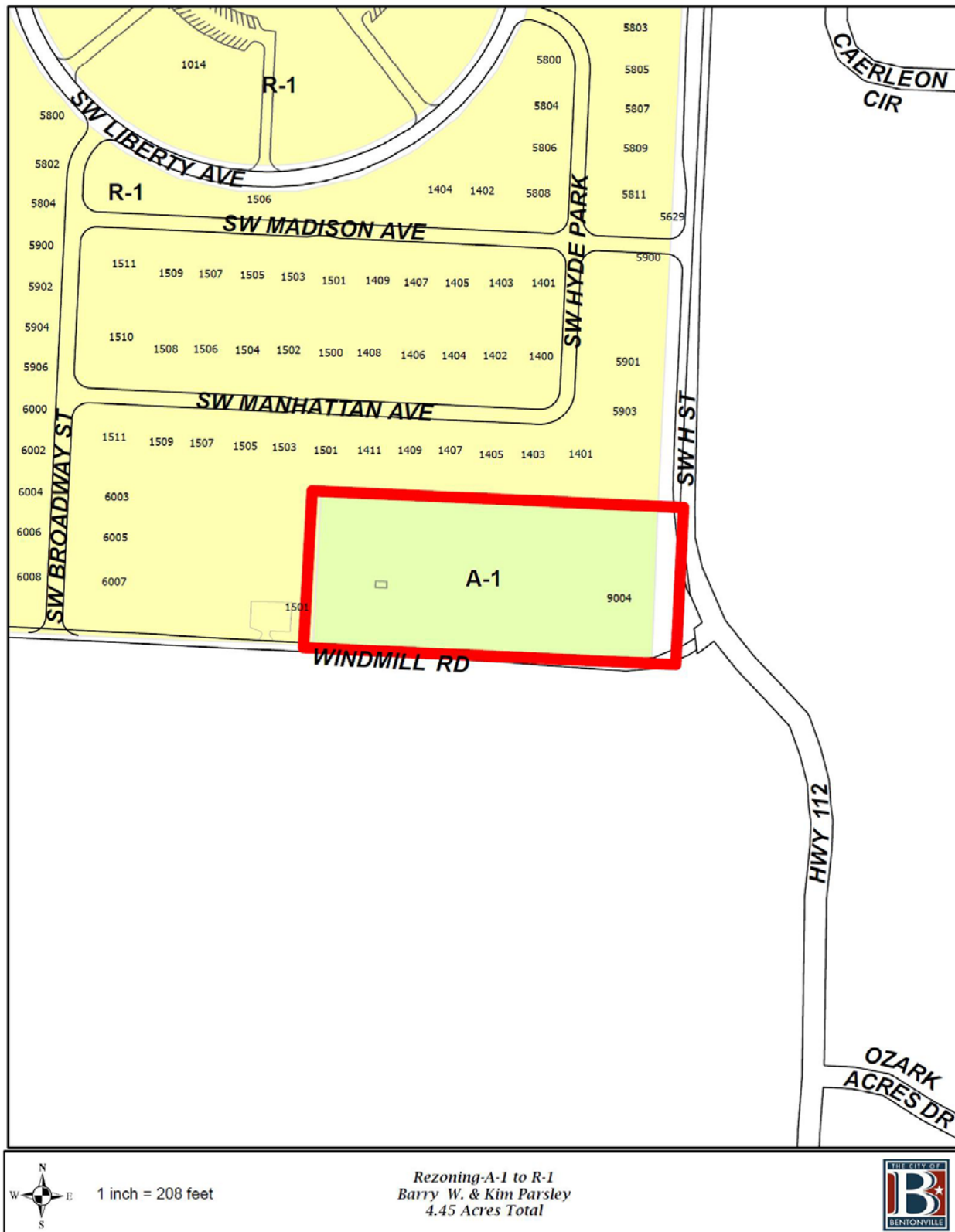
Finding(s) of Staff: Public services area adequate in this area. Water is available approximately 500 feet from the subject property. Sewer is available along the north property line. Water and sewer main extension will be required at the time of Large Scale Development approval. Emergency services are located within close proximity.

ANALYSIS, CONCLUSION, & SUMMARY

The rezoning request is consistent with the City of Bentonville's Future Land Use Map, which depicts this property as Low Density Residential. The proposed land use amendment is located at the intersection of two arterial roads. While the intersection allows for a mix of uses, the correct and appropriately designed low density residential development could be viable at this location. Additional dwelling units in this area will prompt future growth furthering the demand for local good and services. All public utilities have been extended to the property to better facilitate development outside of the current agricultural uses. The low density residential designation will be consistent with the two existing single family subdivisions to the north.

STAFF RECOMMENDATION

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



ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE,
ARKANSAS, FROM ITS PRESENT CLASSIFICATION TO R-1, SINGLE FAMILY
RESIDENTIAL.**

WHEREAS, Barry and Kim Parsley 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-1 to be used in accordance with city zoning laws and state laws; which property is described as follows.

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

Beginning at the SE Corner of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$;
Thence N 86° 51' 25" W, 680.42';
Thence N 2° 45' 3" E, 294';
Thence S 87° 26' 12" E, 680';
Thence S 2° 40' 23" W, 300.88' 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 3rd day of May 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-1 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-1 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:

May 10, 2016

Submitted by:

Ben Peters

Department

Engineering

Phone

271-5993

ACTION REQUIRED:

A resolution for the Mayor and City Clerk to update a Lease Agreement in name change only. The request by 40 Rivercliff, LLC to change name on lease from 40 Rivercliff, LLC to Steve and Anita Patton for a hangar at 2400 SW Aviation Street of Bentonville Municipal Airport.

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



BENTONVILLE MUNICIPAL AIRPORT
LAND LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this 20th day of March, 2015, between the City of Bentonville, hereinafter referred to as "Lessor," and 40 RIVERCLIFF, LLC., hereinafter jointly referred to as "Lessee."

WHEREAS, the Lessor does intend to lease certain real property consisting of approximately 4200 square feet marked and identified as 2400 SW Aviation St. and being described as follows:

A TRACT OF LAND LYING 140' NORTH OF AND WITH THE WEST LINE IN LINE WITH AN EXISTING HANGAR AT THE BENTONVILLE MUNICIPAL AIRPORT. SAID TRACT BEING ON THE WEST SIDE OF SW AVIATION STREET AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT S78°31'58"E 305.57 FEET FROM AN NGS MONUMENT, SAID POINT ALSO LYING S34°00'35"E 1,988.39 FEET FROM BENTONVILLE GPS MONUMENT #64, SAID POINT BEING THE NW CORNER OF A PROPOSED BUILDING WHICH WILL BE UTILIZED AS AN AIRPLANE HANGER; THENCE ALONG THE NORTH SIDE OF THE PROPOSED BUILDING S87°43'04"E 70.00 FEET; THENCE CONTINUING ALONG THE EAST SIDE OF SAID BUILDING S02°16'56"W 60.00 FEET; THENCE CONTINUING ALONG THE SOUTH SIDE OF SAID BUILDING N87°43'04"W 70.00 FEET; THENCE CONTINUING ALONG THE WEST SIDE OF SAID BUILDING N02°16'56"E 60.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 4,200 SF, MORE OR LESS.

NOW, THEREFORE, the Parties hereto agree as follows:

LEASEHOLD. The Lessor does hereby grant, demise and lease unto Lessee certain premises situated in Benton County, Arkansas, within the boundaries of the Bentonville Municipal Airport, said property being described more particularly as the "footprint" under Building at 2400 SW Aviation St. A "footprint" is defined as the real property located underneath the building which Lessee proposes to erect or has erected.

TERMS AND CONDITIONS. Lessee agrees to comply with and abide by all terms and conditions set forth in this original Agreement of Lease.

- **TERM** - This lease's initial term is for thirty five (35) years beginning on the 1st day of April, 2015, and ending at Midnight, March 31, 2050, unless sooner terminated as herein provided. Lessee shall also have three (3) consecutive five (5) year options to renew and extend the Lease. Lessee shall provide Lessor with written notice of Lessee's intent to exercise said option(s) at least six (6) months prior to the expiration of the initial thirty-five (35) year term and each subsequent option period.

LEASE PAYMENT - Lessee shall pay to the City of Bentonville the annual rental based on the square foot of total leased ground space. The rate charged per foot shall be \$ 0.20 per square foot. Leased ground space totals _____ square feet. Said rental is to be paid in advance in yearly installments on the 1st business day of each year. If the initial calendar year of the lease is less than 12 months the Lessee will pay a pro-rata payment to cover the first partial year at the time of signing this lease. For each subsequent year during the initial term or any renewal Lease Term, the rent shall be increased annually in accordance with changes in the Consumer Price Index (CPI), provided, however, that no single annual increase shall exceed two percent (2%). The Consumer Price Index refers to the Consumer Price Index for all urban consumers (CPI-U), U.S. City Average All Items Index. The parties shall use the current standard CPI-U reference base as published by the Bureau of Labor Statistics using September, as the comparison month. Rent for the second year of the Term shall be determined using the CPI-U for September, 2015 as compared to September, 2014. Similarly, rent for each successive year of the Term shall be determined using the CPI-U for the most recent September as compared to the preceding September.

- **TAXES** - Lessee shall pay all ad valorem taxes and assessments upon the leased premises and upon all

personal property located upon the leased premises which are assessed during the lease term. Lessee shall have the right to contest by appropriate proceedings the amount or validity of any tax or assessment which Lessee is obligated to pay in accordance with the provisions hereof.

• **ASSIGNMENTS & SUB-LEASES**

This agreement, in whole or any part thereof may not be assigned or transferred by Lessee unless such action receives prior approval by the Airport Advisory Board and the Lessor, which such approval can not be unreasonably withheld. Such assignment releases the original Lessee of its obligations and the new Lessee assumes all obligations of this original agreement in full.

INSURANCE - Lessee shall obtain & maintain property insurance coverage for the repair or replacement of the leasehold and any adjacent improvements. The City of Bentonville will be listed as an additional insured on the policy. The Lessee will provide proof of this insurance upon request and keep the policy in effect during the terms of the lease. Lessee acknowledges that it is the Lessee's sole responsibility to maintain insurance on any personal property if desired.

USE OF THE PREMISES. The development and/or use of any Premises located within the current or future boundaries of the Bentonville Municipal Airport shall be consistent with the most recent Airport Master Plan and Airport Minimum Standards. Lessee agrees that all uses of the premises must be approved by the Airport Advisory Board and shall be predominantly for aviation use. All future structure additions shall be subject to prior approval by Lessor. The structure(s) constructed by Lessee under this Agreement shall be the property of Lessee until the expiration or termination of this lease, at which time it converts to the City of Bentonville. In the event that Lessee uses the property for purposes other than the purposes stated above, then Lessee shall be deemed to be in default of this agreement

UTILITIES. Lessee shall be responsible for utilities to the leasehold. Initial utility service to the leased property will be the responsibility of the lessee and negotiations for terms of utility provision are a matter between the lessee and each individual service provider including the City. In no case will City Utilities service be denied to an approved installation. Lessee shall pay all initial tie-in costs and all monthly ongoing fees for such utilities. Utilities required by the Lessee that are not owned/managed by the City must be coordinated by the Lessee and utility supplier directly.

REPAIRS, MAINTENANCE AND APPEARANCE.

(a) Lessee shall at all times during the term of this Lease Agreement, at Lessee's expense, keep and maintain in good repair and safe condition the leased premises and it's equipment and appurtenances, both inside and outside, structural and non-structural, extraordinary and ordinary, whether or not necessitated by wear, tear, obsolescence or defects, latent or otherwise. When used herein, the term "repairs" shall include all necessary replacements, renewals, alterations, additions and betterment's. Lessee will at all times keep the leasehold free and clean of all trash, refuse and any unsightly conditions or fire hazards.

(b) The necessity for and adequacy of repairs to the leased premises, pursuant to subparagraph (a) hereof, shall be measured by the standard which is appropriate for improvements of similar construction and also shall meet the requirements and standards set out and promulgated by the City of Bentonville through its Airport Advisory Board or other governmental agency or entity pursuant to the primary lease referred to above.

(c) Lessee agrees to reimburse Lessor for all sums and expenses incurred in the repairs or maintenance required or caused to be made pursuant to the regulations and rules of the governing authority mentioned in subparagraph (b) above as a result of failure by Lessee to maintain or repair the demised premises as required.

ALTERATIONS AND IMPROVEMENTS. Lessee shall be entitled to make alterations, additions and improvements to the property necessary and desirable for the operation of the premises. Lessee shall not be entitled to make any significant or material alterations, additions or changes to the exterior of the leased premises without Lessor's prior written consent. Lessee acknowledges and agrees that all such alterations, additions and improvements, shall become the property of the City of Bentonville, Arkansas, upon the termination of the lease agreement.

WAIVER. The waiving of any one or more breaches of the terms or provisions contained herein by the Lessor or Bentonville Airport Advisory Board shall not be deemed a waiver of any other breaches of the terms of provisions.

TIME OF THE ESSENCE. It is understood that time is of the essence of this Lease Agreement.

DEFAULT. In the event the Lessee defaults under the terms of the agreement, this lease may be terminated by the Bentonville City Council at a regular meeting pursuant to the following:

(a) Lessor shall give written notice by certified mail, return receipt requested, of default simultaneously to Lessee as well as any assignee, any mortgagee or beneficiary of Lessee's leasehold interest in the leased premises and improvements thereon who are known to the Lessor.

(b) No default shall be deemed to exist unless Lessee fails to cure said default within thirty (30) days after receipt of written notice thereof, provided, however, that if Lessee fails to cure same within said thirty (30) days, the mortgagee or beneficiary of Lessee's said leasehold interest shall have an additional twenty (20) days after the end of said thirty (30) days period within which to cure same. As to any curing of a default (other than payment of rent) which would reasonably require a greater period of time for curing than is provided for above, if the lessee shall, within the time stipulated, commence such curing and diligently pursue same, then, the above time period shall be extended to allow Lessee reasonable opportunity to do so.

(c) Lessee shall have the right to contest, in good faith, the existence of any default alleged to have occurred or alleged to exist, and in the event Lessee so elects, the time period for curing any such alleged default shall be extended until thirty (30) days after a final judgment has been entered in a court having jurisdiction over such contest.

(d) Following the period for curing or contesting a default provided above, the City Council may give written notice by certified mail, return receipt requested, of Lessor's exercise of its right to declare this lease forfeited, terminated, null and void. Upon such notice, Lessee agrees to vacate the premises immediately and to forfeit any and all claims, rights, and property interest in this lease agreement or the improvements mentioned herein. Should it become necessary for Lessor to resort to judicial process to enforce the terms of this agreement, or reclaim possession of the premises, Lessee agrees to pay a reasonable attorney's fee.

TERMINATION OF USE. In the event that the Bentonville Airport facility and property are no longer used for aviation purposes, the City of Bentonville or its assign shall purchase the remaining leasehold interest from Lessee at fair market value.

REVERSION. At the conclusion of the initial lease term all improvements shall become the property of the City of Bentonville. The Lessee shall cooperate in conveying clear title of the improvements to the City. Subsequent lease options will be at the fair market value for the ground and improvements. At the end of the lease options, or earlier if options are not exercised, the property will be leased via competitive leasing bids.

MORTGAGING OF LEASEHOLD. Lessee is hereby given the absolute right without the Lessor's consent to mortgage its interest in the leased premises, provided that no such mortgage shall extend to or affect the fee, the reversionary interest, or the estate of Lessor in and to the land and building (hangar facility complex) erected thereon.

GOVERNMENTAL REQUIREMENTS GENERALLY. Lessee shall comply with all governmental requirements applicable to Lessee's use and operation of the leased premises.

INDEMNITY. Lessor shall not be liable for any personal injury to the Lessee or to its officers, agents, employees, invitees, licensees or to any other occupant of any part of the leased premises, or for any damage to any property of Lessee or of any other occupant of any part of the leased premises, irrespective of how such injury or damage may be caused, whether from action of the elements or occupants of adjacent properties. In the event an action, claim or suit is commenced against Lessor as a result of any such personal injury or damage occurring on the leased premises, Lessee agrees to hold Lessor harmless from any liability or responsibility therefor, including attorney's fees or costs of the action.

QUIET ENJOYMENT. If Lessee pays the rents and other amounts herein provided, observes and performs all the covenants, terms and conditions, Lessee shall peaceably and quietly hold and enjoy the premises for the lease term without interruption by Lessor or any other persons claiming by, through or under Lessor, subject, nevertheless, to the terms and conditions of this Lease.

GRAMMATICAL USAGE. Whenever used herein: The singular number shall include the plural, the plural the singular, and any gender all genders in any place in which the context so requires.

LESSOR

CITY OF BENTONVILLE,
MAYOR Bob McCaslin

Attest:

CITY CLERK Linda Spence

LESSEE:

By: 40 RIVERCLIFF LLC
Printed Name: STEVEN D PATTON
Title: MEMBER

APPROVED:

BENTONVILLE AIRPORT ADVISORY BOARD

By:

Chair

ACKNOWLEDGMENT

State of Arkansas)
) ss.
County of Benton)

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for the County and State aforesaid, personally appeared the within named Bob McCaslin, to me well known, who acknowledged himself to be the Mayor of Bentonville, AR, the Lessee in the above and foregoing Lease Agreement, and that he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said limited liability company by himself as such officer.

and official seal this 22nd day of March, 2015

My Commission Expires:



BENTONVILLE MUNICIPAL AIRPORT
LAND LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this 22nd day of April, 2016, between the City of Bentonville, hereinafter referred to as "Lessor," and Steve and Anita Patton, hereinafter jointly referred to as "Lessee."

WHEREAS, the Lessor does intend to lease certain real property consisting of approximately 4200 square feet marked and identified as 2400 SW Aviation St. and being described as follows:

A TRACT OF LAND LYING 140' NORTH OF AND WITH THE WEST LINE IN LINE WITH AN EXISTING HANGAR AT THE BENTONVILLE MUNICIPAL AIRPORT. SAID TRACT BEING ON THE WEST SIDE OF SW AVIATION STREET AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT S78°31'58"E 305.57 FEET FROM AN NGS MONUMENT, SAID POINT ALSO LYING S34°00'35"E 1,988.39 FEET FROM BENTONVILLE GPS MONUMENT #64, SAID POINT BEING THE NW CORNER OF A PROPOSED BUILDING WHICH WILL BE UTILIZED AS AN AIRPLANE HANGER; THENCE ALONG THE NORTH SIDE OF THE PROPOSED BUILDING S87°43'04"E 70.00 FEET; THENCE CONTINUING ALONG THE EAST SIDE OF SAID BUILDING S02°16'56"W 60.00 FEET; THENCE CONTINUING ALONG THE SOUTH SIDE OF SAID BUILDING N87°43'04"W 70.00 FEET; THENCE CONTINUING ALONG THE WEST SIDE OF SAID BUILDING N02°16'56"E 60.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 4,200 SF, MORE OR LESS.

NOW, THEREFORE, the Parties hereto agree as follows:

LEASEHOLD. The Lessor does hereby grant, demise and lease unto Lessee certain premises situated in Benton County, Arkansas, within the boundaries of the Bentonville Municipal Airport, said property being described more particularly as the "footprint" under Building at 2400 SW Aviation St. A "footprint" is defined as the real property located underneath the building which Lessee proposes to erect or has erected.

TERMS AND CONDITIONS. Lessee agrees to comply with and abide by all terms and conditions set forth in this original Agreement of Lease.

- **TERM** - This lease's initial term is for thirty five (35) years beginning on the 1st day of April, 2015, and ending at Midnight, **March 31, 2050**, unless sooner terminated as herein provided. Lessee shall also have three (3) consecutive five (5) year options to renew and extend the Lease. Lessee shall provide Lessor with written notice of Lessee's intent to exercise said option(s) at least six (6) months prior to the expiration of the initial thirty-five (35) year term and each subsequent option period.

LEASE PAYMENT - Lessee shall pay to the City of Bentonville the annual rental based on the square foot of total leased ground space. The rate charged per foot shall be \$ 0.20 per square foot. Leased ground space totals _____ square feet. Said rental is to be paid in advance in yearly installments on the 1st business day of each year. If the initial calendar year of the lease is less than 12 months the Lessee will pay a pro-rata payment to cover the first partial year at the time of signing this lease. For each subsequent year during the initial term or any renewal Lease Term, the rent shall be increased annually in accordance with changes in the Consumer Price Index (CPI), provided, however, that no single annual increase shall exceed two percent (2%). The Consumer Price Index refers to the Consumer Price Index for all urban consumers (CPI-U), U.S. City Average All Items Index. The parties shall use the current standard CPI-U reference base as published by the Bureau of Labor Statistics using September as the comparison month. Rent for the second year of the Term shall be determined using the CPI-U for September, 2015 as compared to September, 2014. Similarly, rent for each successive year of the Term shall be determined using the CPI-U for the most recent September as compared to the preceding September.

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personal property located upon the leased premises which are assessed during the lease term. Lessee shall have the right to contest by appropriate proceedings the amount or validity of any tax or assessment which Lessee is obligated to pay in accordance with the provisions hereof.

• **ASSIGNMENTS & SUB-LEASES**

This agreement, in whole or any part thereof may not be assigned or transferred by Lessee unless such action receives prior approval by the Airport Advisory Board and the Lessor, which such approval can not be unreasonably withheld. Such assignment releases the original Lessee of its obligations and the new Lessee assumes all obligations of this original agreement in full.

INSURANCE - Lessee shall obtain & maintain property insurance coverage for the repair or replacement of the leasehold and any adjacent improvements. The City of Bentonville will be listed as an additional insured on the policy. The Lessee will provide proof of this insurance upon request and keep the policy in effect during the terms of the lease. Lessee acknowledges that it is the Lessee's sole responsibility to maintain insurance on any personal property if desired.

USE OF THE PREMISES. The development and/or use of any Premises located within the current or future boundaries of the Bentonville Municipal Airport shall be consistent with the most recent Airport Master Plan and Airport Minimum Standards. Lessee agrees that all uses of the premises must be approved by the Airport Advisory Board and shall be predominantly for aviation use. All future structure additions shall be subject to prior approval by Lessor. The structure(s) constructed by Lessee under this Agreement shall be the property of Lessee until the expiration or termination of this lease, at which time it converts to the City of Bentonville. In the event that Lessee uses the property for purposes other than the purposes stated above, then Lessee shall be deemed to be in default of this agreement

UTILITIES. Lessee shall be responsible for utilities to the leasehold. Initial utility service to the leased property will be the responsibility of the lessee and negotiations for terms of utility provision are a matter between the lessee and each individual service provider including the City. In no case will City Utilities service be denied to an approved installation. Lessee shall pay all initial tie-in costs and all monthly ongoing fees for such utilities. Utilities required by the Lessee that are not owned/managed by the City must be coordinated by the Lessee and utility supplier directly.

REPAIRS, MAINTENANCE AND APPEARANCE.

(a) Lessee shall at all times during the term of this Lease Agreement, at Lessee's expense, keep and maintain in good repair and safe condition the leased premises and it's equipment and appurtenances, both inside and outside, structural and non-structural, extraordinary and ordinary, whether or not necessitated by wear, tear, obsolescence or defects, latent or otherwise. When used herein, the term "repairs" shall include all necessary replacements, renewals, alterations, additions and betterment's. Lessee will at all times keep the leasehold free and clean of all trash, refuse and any unsightly conditions or fire hazards.

(b) The necessity for and adequacy of repairs to the leased premises, pursuant to subparagraph (a) hereof, shall be measured by the standard which is appropriate for improvements of similar construction and also shall meet the requirements and standards set out and promulgated by the City of Bentonville through its Airport Advisory Board or other governmental agency or entity pursuant to the primary lease referred to above.

(c) Lessee agrees to reimburse Lessor for all sums and expenses incurred in the repairs or maintenance required or caused to be made pursuant to the regulations and rules of the governing authority mentioned in subparagraph (b) above as a result of failure by Lessee to maintain or repair the demised premises as required.

ALTERATIONS AND IMPROVEMENTS. Lessee shall be entitled to make alterations, additions and improvements to the property necessary and desirable for the operation of the premises. Lessee shall not be entitled to make any significant or material alterations, additions or changes to the exterior of the leased premises without Lessor's prior written consent. Lessee acknowledges and agrees that all such alterations, additions and improvements, shall become the property of the City of Bentonville, Arkansas, upon the termination of the lease agreement.

WAIVER. The waiving of any one or more breaches of the terms or provisions contained herein by the Lessor or Bentonville Airport Advisory Board shall not be deemed a waiver of any other breaches of the terms of provisions.

TIME OF THE ESSENCE. It is understood that time is of the essence of this Lease Agreement.

DEFAULT. In the event the Lessee defaults under the terms of the agreement, this lease may be terminated by the Bentonville City Council at a regular meeting pursuant to the following:

(a) Lessor shall give written notice by certified mail, return receipt requested, of default simultaneously to Lessee as well as any assignee, any mortgagee or beneficiary of Lessee's leasehold interest in the leased premises and improvements thereon who are known to the Lessor.

(b) No default shall be deemed to exist unless Lessee fails to cure said default within thirty (30) days after receipt of written notice thereof, provided, however, that if Lessee fails to cure same within said thirty (30) days, the mortgagee or beneficiary of Lessee's said leasehold interest shall have an additional twenty (20) days after the end of said thirty (30) days period within which to cure same. As to any curing of a default (other than payment of rent) which would reasonably require a greater period of time for curing than is provided for above, if the lessee shall, within the time stipulated, commence such curing and diligently pursue same, then, the above time period shall be extended to allow Lessee reasonable opportunity to do so.

(c) Lessee shall have the right to contest, in good faith, the existence of any default alleged to have occurred or alleged to exist, and in the event Lessee so elects, the time period for curing any such alleged default shall be extended until thirty (30) days after a final judgment has been entered in a court having jurisdiction over such contest.

(d) Following the period for curing or contesting a default provided above, the City Council may give written notice by certified mail, return receipt requested, of Lessor's exercise of its right to declare this lease forfeited, terminated, and null and void. Upon such notice, Lessee agrees to vacate the premises immediately and to forfeit any and all claims, rights, and property interest in this lease agreement or the improvements mentioned herein. Should it become necessary for Lessor to resort to judicial process to enforce the terms of this agreement, or reclaim possession of the premises, Lessee agrees to pay a reasonable attorney's fee.

TERMINATION OF USE. In the event that the Bentonville Airport facility and property are no longer used for aviation purposes, the City of Bentonville or its assign shall purchase the remaining leasehold interest from Lessee at fair market value.

REVERSION. At the conclusion of the initial lease term all improvements shall become the property of the City of Bentonville. The Lessee shall cooperate in conveying clear title of the improvements to the City. Subsequent lease options will be at the fair market value for the ground and improvements. At the end of the lease options, or earlier if options are not exercised, the property will be leased via competitive leasing bids.

MORTGAGING OF LEASEHOLD. Lessee is hereby given the absolute right without the Lessor's consent to mortgage its interest in the leased premises, provided that no such mortgage shall extend to or affect the fee, the reversionary interest, or the estate of Lessor in and to the land and building (hangar facility complex) erected thereon.

GOVERNMENTAL REQUIREMENTS GENERALLY. Lessee shall comply with all governmental requirements applicable to Lessee's use and operation of the leased premises.

INDEMNITY. Lessor shall not be liable for any personal injury to the Lessee or to its officers, agents, employees, invitees, licensees or to any other occupant of any part of the leased premises, or for any damage to any property of Lessee or of any other occupant of any part of the leased premises, irrespective of how such injury or damage may be caused, whether from action of the elements or occupants of adjacent properties. In the event an action, claim or suit is commenced against Lessor as a result of any such personal injury or damage occurring on the leased premises, Lessee agrees to hold Lessor harmless from any liability or responsibility therefor, including attorney's fees or costs of the action.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO UPDATE A LAND LEASE AGREEMENT FOR A HANGAR SITE LOCATED AT THE BENTONVILLE MUNICIPAL AIRPORT.

Whereas: the City of Bentonville update ground lease for an airplane hangar located at 2400 SW Aviation Street on April 21st, 2016

Whereas: said lease contains a provision to change lease from 40 Rivercliff, LLC to Steve and Anita Patton;

Whereas: a request has been made by Steve Patton of 40 Rivercliff, LLC. to be assigned the name change to Steve and Anita Patton;

Whereas: the Airport Advisory Board has considered said assignment and unanimously recommends assignment;

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to update Land Lease Assignment with Steve and Anita Patton for a hangar located at the Bentonville Municipal Airport.

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:

May 10, 2016

Submitted by:

Ben Peters

Department

Engineering

Phone

271-5993

ACTION REQUIRED:

Council approval of a Resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Morrison-ShIPLEY Engineers, Inc. to provide services for the Bentonville Municipal Airport in an amount not to exceed \$8,000.00 for Application for Airport Land Release from FAA (Task Order #13). Services shall be in accordance with provisions of the Master Agreement executed April 12th, 2011 and as amended September 11, 2014.

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: Ben Peters

CC:

Date: May 2, 2016

Re: MSE Task Order 13

Staff is requesting approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Morrison-Shipley Engineers, Inc. for engineering services associated with a Land Release Proposal for the Bentonville Municipal Airport in an amount not to exceed \$8000. The FAA requires a written proposal to release airport land from federal grant obligations. A budget adjustment of \$8000.00 is required to increase the legal and professional services account of the airport budget.

The engineering services will be governed by the Master Agreement with Morrison-Shipley Engineers, Inc. executed April 12, 2011.

Thank you for your consideration of this request

APPENDIX 1
MASTER AGREEMENT
TASK ORDER

TASK ORDER NO. 13
CLIENT NAME: City of Bentonville
PROJECT NAME: Application for Airport Land Release from FAA
PROJECT NO.: VBT-28

SERVICES PROVIDED SHALL BE IN ACCORDANCE WITH PROVISIONS OF MASTER AGREEMENT EXECUTED April 12, 2011 and as amended September 11, 2014.

1. SCOPE OF SERVICES & OTHER REQUIREMENTS Engineer to provide due diligence and assist with the preparation of documents for an application for the release of VBT land from Federal obligation. Said land is approximately 1 acre and is generally located on the west side of RWY 18-36 adjacent to and on the south side of Lake Bentonville. The Fee is on an hourly basis not to exceed the cost for Engineering Services noted on attached Exhibit 1. Additionally, and as a separate reimbursable expense in addition to said hourly fee, Engineer will be reimbursed for printing and reproductions as noted in Exhibit 1.	2. COST COMPONENTS See Attached Exhibit 1 for Cost Components.
3. DELIVERABLES Engineer to deliver to Client all items required in Engineer's contract with Client, including but not limited to, electronic CAD files, document files, and any other records or other files produced for the Project.	4. SCHEDULED MILESTONES Engineer will complete application by April 22, 2016 exclusive of any documents prepared by other parties.
5. EXECUTION	

CITY OF BENTONVILLE
(CLIENT)

MORRISON-SHIPLEY ENGINEERS, INC.
(ENGINEER)

By: _____

Date _____

By: _____

Date _____

4/18/16

EXHIBIT 1 – TASK ORDER NO. 13

COST COMPONENTS

**Application for Airport Land Release from FAA
Bentonville Municipal Airport**

Engineering Services: \$7,800.00 (Hourly – Not to Exceed)

Reimbursables:

Printing/Application Distribution: \$ 200.00 (Estimated)

TOTAL ALL COMPONENTS: \$8,000.00

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH MORRISON-SHIPLEY ENGINEERS, INC. FOR ENGINEERING SERVICES ASSOCIATED WITH TASK ORDER NUMBER 13, APPLICATION FOR AIRPORT LAND RELEASE FROM FAA FOR THE BENTONVILLE MUNICIPAL AIRPORT.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into a professional services agreement with Morrison-Shipley Engineers, Inc. to provide engineering services associated with Application for Airport Land Release from FAA for the Bentonville Municipal Airport in an amount not to exceed \$8,000.00 as set forth in the agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 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:

May 10, 2016

Submitted by:

Ben Peters

Department

Engineering

Phone

271-5993

ACTION REQUIRED:

City Council to approve a budget adjustment of \$8,000.00 for Professional/Legal Services at the Municipal Airport.

COST TO CITY:

Cost of this Request:

Additional Budget Amount \$8,000

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE







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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 10, 2016

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of a budget adjustment to recognize \$144,000 from the Advertising and Promotions Commission for Phillips Park Improvements.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

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PLEASE RECYCLE





Budget Adjustment #
(Assigned by Admin)

Department: Parks

Date of Request: April 26, 2016

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
010-5030-452.73-90	Capital - Other		\$ 144,000.00	\$ (144,000.00)
010-5030-370-30-00	Contributions - A & P	\$ 144,000.00		\$ 144,000.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ 144,000.00	\$ 144,000.00	\$ -

Justification:

Budget Adjustment is to recognize contribution from the A&P Commission (Visit Bentonville) for Phillips Park Improvements.

FOR ACTING USE ONLY

Council Action: Approved Disapproved Other _____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

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PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: February 8, 2016
Re: City Council approval of a budget adjustment, in the amount of \$144,000, for Phillips Park Improvements.

Parks and Recreation is seeking City Council's approval of a budget adjustment, in the amount of \$144,000, to pay for improvements associated with Phillips Park.

As you know, the Bentonville Advertising and Promotions Commission (Visit Bentonville) contributes significantly to Bentonville Parks and Recreation. Projects such as the Memorial Park Soccer Fields, Lawrence Plaza and the Bentonville Community Center are ones where the A&P Commission provided funding that assisted to make these become reality.

Another project that has been identified for many years is improvements at Phillips Park. Phillips Park is home not only to one of the largest youth baseball programs in Arkansas, but also hosts multiple tournaments that attract tourists to our community. In 2016, Phillips Park will play home to 8 state qualifying tournaments, an Arkansas baseball state tournament, and two national tournaments.

Attached you will find a master plan for the park that was developed several years ago. Although this master plan may, or may not be exactly how we move forward, it allows us to start the current process to plan for the future of this park. This year's A&P Budget allocated \$144,000 to Parks and Recreation for Improvements at Phillips. After this budget adjustment is approved, Parks and Recreation will hire a design firm to begin assisting with the plan. Although we do not expect the current year's allocation to be sufficient for significant construction, it will allow us to begin setting aside funds. Future A&P and the Parks and Rec budgets hopefully will include funding to make these improvements possible.

All future projects and expenses will be presented to Parks and Recreation Advisory Board and the City Council when we have more detailed plans about the overall project. If you have any questions regarding this item, please call me at 479.464.7275 or email dwright@bentonvillear.com.





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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 10, 2016

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

(A) Request that the City Council recognize the retirement of Police Department K-9 Merlin, and authorize the ownership of the K-9 to be transferred to his handler, Corporal Guary Morgan. Corporal Morgan and his wife, Patty, donated Merlin to the City of Bentonville in May of 2008. Due to recent medical concerns, K9 Merlin's retirement is in the best interests of the animal and all involved parties. Upon retirement, Corporal Morgan would assume complete responsibility for the K9. (B) It is also requested that the City Council accept the donation of a replacement explosive detection K9 from Corporal Morgan and Patty Morgan. This dog, K9 Gizmo, a 5 year old Belgium Malinois, is a certified replacement for the retiring K9 Merlin. This donation would be accomplished with an agreement in place that would allow the City to assume care and maintenance costs for K9 Gizmo and also allow this animal to be returned to Corporal Morgan should he be retired or removed from service for any reason. See also attached letter from Corporal Morgan.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



April 20th, 2016

Chief Simpson,

K-9 Merlin, an explosive detection dog, was donated by my wife and me to the Bentonville Police Department in May of 2008. Although Merlin has been enjoying his service to the city, last year a cancerous tumor was detected and later removed from his front leg. Since that time, Merlin's general health and energy level has begun to decline. As a result, I am requesting that Merlin be retired and returned to me; understanding that all care for him will revert to our responsibility.

As a replacement to K-9 Merlin, my wife and I would like to offer the donation of K-9 Gizmo to the City of Bentonville. Gizmo, a five year old Belgium Malinois, is trained in explosive detection, and officer protection. His training has been certified through the National Narcotic Detection Dog Association (NNDDA).

It is my desire to handle Gizmo for the Bentonville Police Department. In the event that I leave the department, or Gizmo becomes unable to continue his service, I request that Gizmo be returned to me.

The cost of a new explosive detection K-9 would be approximately \$15,000 and include several weeks of training. I am offering Gizmo to the city at no cost, with the exception of food and veterinary care (currently incurred by all Bentonville Police Department K-9 units).

Based on Gizmo's current age and health status, I believe he is capable of serving the City of Bentonville for the next several years. Thank you for your consideration.

Respectfully,

Corporal Guary Morgan

RESOLUTION NO. _____

**A RESOLUTION RECOGNIZING THE RETIREMENT OF
POLICE K-9 MERLIN AND AUTHORIZING THE K-9 TO
BE TRANSFERRED TO HIS HANDLER.**

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

Section 1: That the Police K-9 known as “Merlin” is hereby retired from service and deemed surplus, and the City is authorized to transfer the K-9 to his handler, Corporal Guary Morgan.

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:

May 10, 2016

Submitted by:

Hadi Dudley

Department

Library Director

Phone

271-3194

ACTION REQUIRED:

Approval of budget adjustment for \$3,000 to Bentonville Public Library from the Northwest Arkansas Economic Development District (NWAEDD) for a General Improvement Fund (GIF) grant. The funds are designated to support BPL's Tech Loan Program with the purchase of new ereader devices and accessories.

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





Budget Adjustment #
(Assigned by Admin)

Department: Library

Date of Request: May 10, 2016

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
010-5050-334.40-00	State Grants / Other	\$3,000.00		\$ 3,000.00
010-5050-455.25.10	Minor Equipment		\$3,000.00	\$ (3,000.00)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ 3,000.00	\$ 3,000.00	\$ -

Justification:

Approval of budget adjustment for \$3,000 to Bentonville Public Library from the Northwest Arkansas Economic Development District (NWAEDD) for a General Improvement Fund (GIF) grant. The funds are designated to support BPL's Tech Loan Program with the purchase of new e-reader devices and accessories.

FOR ACTING USE ONLY

Council Action: Approved Disapproved Other _____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

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





NORTHWEST ARKANSAS
ECONOMIC DEVELOPMENT DISTRICT, INC.
NWAEDD PLAZA
818 Highway 62-65-412 North • P.O. Box 190
Harrison, Arkansas 72602-0190
(870) 741-5404

April 21, 2016

The Honorable Bob McCaslin
Mayor of Bentonville
Bentonville Public Library
405 South Main Street
Bentonville, AR 72712

Dear Mayor McCaslin:

The Northwest Arkansas Economic Development District (NWAEDD) is pleased to notify you it has approved a General Improvement Fund (GIF) grant to the Bentonville Public Library. NWAEDD is funding the GIF project in the amount of Three Thousand Dollars and No/100's (\$3,000.00).

The GIF grant is a community development grant to Bentonville Public Library. The project is to help with funding for the purchase of 28 Samsung Galaxy Nooks & other computer equipment.

The funds were appropriated to NWAEDD for the GIF program through Acts supported by the 90th Arkansas General Assembly. We wish to thank all the Northwest Arkansas legislators for their support and enabling NWAEDD to serve Arkansas and its citizens.

Please do not hesitate to reach out to me directly if I can be of assistance or provide any information.

Sincerely,

Jeremy Ragland
Deputy Director

Cc: The Honorable Jim Dotson, Arkansas Representative District 93

ATTACHMENT A

**Northwest Arkansas Economic Development District, Inc.
General Improvement Fund Project Closeout**

I do hereby affirm that all funds awarded to this organization under the Northwest Arkansas Economic Development District's General Improvement Fund Program were spent strictly in accordance with the submitted and approved proposed project.

I understand that any monies not spent or not spent in accordance with the approved budget are to be repaid to NWAEDD.

I also affirm that the approved project has been completed and all payments have been made in full. As such, I am officially requesting the formal closure of this grant.

[Redacted Signature]

Bob McCaslin
Mayor

April 26, 2016
Date

Bentonville Public Library

Grant Number: 149-93-03-16

Notary Seal:

[Redacted Notary Signature]





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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 10, 2016

Submitted by:

Nancy Busen

Department

Wastewater

Phone

479-271-3161

ACTION REQUIRED:

Staff seeks Council approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Oros and Busch Application Technologies, Inc. for the transport and proper disposal of biosolids produced by the City of Bentonville Wastewater Treatment Facility, in an amount not to exceed \$125,000.00 per year. Per Section 9. of this agreement; the City may choose to renew the contract for three additional terms, providing the conditions are acceptable to both parties. This is a yearly budgeted item.

COST TO CITY:

Cost of this Request: \$125,000

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

Previously Budgeted	\$	125,000
Funds Expended to Date		
Remaining Budget		125,000
Budget Adjustment		-
Remaining After Adjustment	\$	125,000

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin

From: Nancy Busen

CC: Mike Bender

Date: May 2, 2016

Re: Professional Services Agreement for Biosolids Transport and Disposal

Request Council approval of a Resolution authorizing the Mayor and City Clerk to enter into a Professional Services Agreement with Oros & Busch Application Technologies, Inc., for the transport and proper disposal of biosolids produced by the wastewater treatment plant for \$40.50 per dry ton; in an amount not to exceed \$125,000.00 per year. Per Section 9 of this agreement; the city may choose to renew the contract for an additional 3 terms, providing conditions are acceptable to both parties. This is a yearly budgeted item.

Thank you

CONTRACT

THIS CONTRACT AND AGREEMENT made and entered into this 13th day of May 2016, by and between Oros & Busch Application Technologies, Inc., hereafter referred to as Oros & Busch and the City of Bentonville, AR, hereafter referred to as City, WITNESSETH: That

WHEREAS, City has a bio-solids material it desires to have removed from its facilities located at the wastewater treatment plant, and desires to transfer and/or contract, to Oros & Busch, the removal and proper disposal of these materials in accordance with the terms and conditions herein as follows:

- 1. City shall provide temporary storage at the processing facilities so as to allow Oros & Busch adequate time to arrange loading and transportation of the material to an off site location. City shall provide access to temporary storage, for Oros & Busch trucks and all necessary equipment.**
- 2. Oros & Busch shall remove all stored volume of the material from the City facilities in a safe and timely fashion, so as not to delay ongoing process at the facilities. Removal shall occur on an as needed basis, as determined by the City. The City estimates annual volume to be approximately 3,000 wet tons.**
- 3. Oros & Busch shall provide all necessary equipment and manpower to complete the removal and proper disposal of the materials.**
- 4. Oros & Busch shall locate all disposal sites, and coordinate all activities at the disposal site, including transportation and proper land application of the material.**
- 5. Oros & Busch shall guarantee all transportation and land application of the material shall be done in accordance with all local, state and federal laws and guidelines regulating such activities. Records shall be maintained, and required reports shall be**

submitted for all bio-solids land application activities.

6. Oros & Busch shall provide current proof of insurance for all matters associated with this project, which shall include but are not limited to:

Comprehensive Commercial General Liability	\$2,000,000 per occurrence
Comprehensive Automobile Liability	\$2,000,000 each accident
Workers' Compensation	\$2,000,000 each accident
Pollution Liability	\$1,000,000 each occurrence

Oros & Busch agrees to accept the material for the agreed upon price of \$40.50 (forty dollars and fifty cents) per wet ton. Payment terms shall be net 30 days from date of invoice, or net plus 2% per month for any payments not received within 30 days from date of invoice.

7. City agrees to provide an analysis of the materials. This analysis shall at a minimum meet all State and Federal testing requirements of the materials. City shall guarantee that no portion of the material is unsafe for use for land application purposes on agricultural sites.

8. City shall provide staging and loading of the bio-solids at 1901 Northeast "A" Street, Bentonville, AR. City shall provide all equipment necessary to load Oros & Busch's trailers in a timely fashion.

9. The term of this agreement shall begin on; the date first mentioned above, and shall continue through for a 12 month period. At the end of this term, City may choose to renew the contract for an additional 3 terms. At that time, fees shall be negotiated and agreed upon by both parties.

10. In the event of unsatisfactory performance by Oros and Busch, City shall notify Oros & Busch immediately. If said unsatisfactory performance shall not be corrected within 48 hours, the City shall have the right to terminate this contract.

11. Each Parties performance under this Contract shall be excused if the Party is unable to perform their duties due to causes beyond it's reasonable control, including, but not limited to: Acts of God, the acts of civil or military authority, any act of national or international terrorism, bioterrorism, floods, epidemics, quarantine restrictions, riots and strikes. In the event of any incident of such force majeure, the Party unable to perform shall notify the other Party within twenty-four (24) hours of the discovery of such existence of the force majeure and shall be required to resume performance of its obligations under the Contract upon the termination of the a force mentioned force majeure.

12. Any discrepancies, disagreement, or disputes arising from any terms or conditions of this contract shall be handled in the Courts of Arkansas
IN WITNESS WHEREOF, City of Bentonville, AR has caused these presents to be executed by its duly authorized representative, and Oros & Busch Application Technologies, Inc. has caused these presents to be executed by its duly authorized representative, all done on the day and year first above written.

City of Bentonville, AR

By _____

(Signature)

(Print name and title here)

Oros & Busch Application Technologies, Inc.

By Jacob OROS _____

(Signature)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH OROS AND BUSCH TECHNOLOGIES, INC. FOR THE TRANSPORT AND PROPER DISPOSAL OF BIOSOLIDS PRODUCED BY THE WASTEWATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED \$125,000.00 PER YEAR.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an Professional Services Agreement with Oros and Busch Technologies, Inc. for the transport and proper disposal of biosolids produced by the wastewater treatment plant in an amount not to exceed \$125,000.00 per year as set forth in the agreement attached hereto as Exhibit "A".

Section 2: That per Section of this agreement, the city may choose to renew the contract for an additional three (3) terms, providing all conditions are acceptable to both parties.

Section 3: 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



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, May 10, 2016 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, May 10, 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 26, 2016**

AGENDA

1. Request that the City Council recognize the 100 year anniversary of the Bentonville Police Department with a resolution. City Council action 100 years and 1 day ago, May 9, 1916, created the "Office of Watch or Police in the City of Bentonville, Ark." by means of "Ordinance # 141." See attached resolution.
2. Planning:
 - 2a. **Lot Split: JTK Development, LLC, Southeast 22nd Street & Southeast 'C' Street, Zoned C-3, Central Commercial.**

The planning commission voted 7-0 recommending approval.

The applicant has submitted a lot split for property located at the intersection of Southeast 22nd Street and Southeast 'C' Street. The plat as provided indicates the creation of two new lots from 5 existing lots. The new lots will be known as Lot 25 (1.32 acres) & Lot 26 (2.61 acres) of Werts 3rd Addition. The plat reflects the dedication of a public cross access easement along the proposed common property line of the two lots and a 20' wide drainage easement along the northern property line of new Lot 25. Water and sewer services are available to both lots.

- 2b. **Lot Split: Lots 10 & 11 Dowell Addition, North Walton Boulevard & Northwest 'J' Street, Zoned C-2.**

The planning commission voted 7-0 recommending approval.

The applicant has submitted a lot split for property that fronts onto North Walton Boulevard and backs up to Northwest 'J' Street. The plat as provided indicates the creation of two new lots from all of exiting Lot 5. The new lots will be known as Lot 10 (1.60 acres) & Lot 11 (2.40 acres) of Dowell Addition. The plat reflects the dedication of right-of-way along Northwest 'J' Street per the master street plan and the dedication of a variable width drainage easement for an existing 48" storm pipe that crosses portion of both lots. Water and sewer services are available to both lots.

- 2c. **Lot Split: Lots 20, 21 & 22, Block 5 of Dunn & Davis Addition, Southwest 7th Street & Southwest 'B' Street, D-E, Downtown Edge.**

The planning commission voted 7-0 recommending approval.

The applicant has submitted a lot split for property situated on the northwest corner of the intersection of Southwest 7th Street and Southwest 'B' Street. The plat as provided indicates the creation of three new lots from all of exiting Lots 9 & 12. The new lots will be known as Lot 20 (0.10 acres) & Lot 21 (0.08 acres) and Lot 22 (0.14 acres), Block 5 of Dunn & Davis Addition. The plat shows the dedication of right-of-way along Southwest 'B' Street per the master street plan. Water and sewer services are available to both lots.

- 2d. **Rezoning: Barry and Kim Parsley, 9004 Windmill Road, Rezoning from A-1, Agricultural to R-1, Single Family Residential.**

The planning commission voted 7-0 recommending approval.

The applicants have requested a rezoning from A-1 to R-1. This property is the site of single family dwelling and large agricultural buildings. This property was recently annexed. Public services are adequate in this area.

3. A resolution for the Mayor and City Clerk to update a Lease Agreement in name change only. The request by 40 Rivercliff, LLC to change name on lease from 40 Rivercliff, LLC to Steve and Anita Patton for a hangar at 2400 SW Aviation Street of Bentonville Municipal Airport.
- 4a. Council approval of a Resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Morrison-Shipleigh Engineers, Inc. to provide services for the Bentonville Municipal Airport in an amount not to exceed \$8,000.00 for Application for Airport Land Release from FAA (Task Order #13). Services shall be in accordance with provisions of the Master Agreement executed April 12th, 2011 and as amended September 11, 2014.
- 4b. City Council to approve a budget adjustment of \$8,000.00 for Professional/Legal Services at the Municipal Airport.

5. City Council approval of a budget adjustment to recognize \$144,000.00 from the Advertising and Promotions Commission for Phillips Park Improvements.
6. (A) Request that the City Council recognize the retirement of Police Department K-9 Merlin, and authorize the ownership of the K-9 to be transferred to his handler, Corporal Guary Morgan. Corporal Morgan and his wife, Patty, donated Merlin to the City of Bentonville in May of 2008. Due to recent medical concerns, K9 Merlin's retirement is in the best interests of the animal and all involved parties. Upon retirement, Corporal Morgan would assume complete responsibility for the K9. (B) It is also requested that the City Council accept the donation of a replacement explosive detection K9 from Corporal Morgan and Patty Morgan. This dog, K9 Gizmo, a 5 year old Belgium Malinois, is a certified replacement for the retiring K9 Merlin. This donation would be accomplished with an agreement in place that would allow the City to assume care and maintenance costs for K9 Gizmo and also allow this animal to be returned to Corporal Morgan should he be retired or removed from service for any reason. See also attached letter from Corporal Morgan.
7. Approval of budget adjustment for \$3,000.00 to Bentonville Public Library from the Northwest Arkansas Economic Development District (NWAEDD) for a General Improvement Fund (GIF) grant. The funds are designated to support BPL's Tech Loan Program with the purchase of new ereader devices and accessories.
8. Staff seeks Council approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Oros and Busch Application Technologies, Inc. for the transport and proper disposal of biosolids produced by the City of Bentonville Wastewater Treatment Facility, in an amount not to exceed \$125,000.00 per year. Per Section 9. of this agreement; the City may choose to renew the contract for three additional terms, providing the conditions are acceptable to both parties. This is a yearly budgeted item.