

1. Agenda

Documents:

[DECEMBER 13, 2016 CITY COUNCIL FULL AGENDA.PDF](#)

2. Short Agenda

Documents:

[DECEMBER 13, 2016 CITY COUNCIL SHORT AGENDA.PDF](#)



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, December 13, 2016 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, December 13, 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: November 22, 2016**

AGENDA

1. Planning:
- 1a. **Lot Split: Lot 9, Block 3 Demings Addition, Northwest A Street, John Alan Phillips.**

(Pages 9-12)

The Planning Commission voted 7-0, recommending approval.

The applicant has submitted a proposal for a lot split that will create one new lot from un-platted section land. The new lot will be known as Lot 9, (0.44 acres), Block 3 of Deming's Addition. Additional right-of-way will be dedicated along Northwest 'A' Street per the current Master Street Plan. Various utility easements will be dedicated with the plat to serve the new lot. The newly created lot will have direct access to city utilities and a public street.

- 1b. **Lot Split: Lots 6 & 7, Airport Road Addition; Southwest 28th Street; Airport Road, LLC.**

(Pages 13-16)

The Planning Commission voted 7-0, recommending approval.

The applicant has submitted a proposal for a lot split that will create two new lots from one existing lot. The new lots will be known as Lot 6 (0.87 acres) and Lot 7 (0.53 acres) of Airport Road Addition.

- 1c. **Property Line Adjustment: Lot 20, Hardcastle Estates; 301 Southwest 'O' Street; Gregory & Hadi Dudley.**

(Pages 17-20)

The Planning Commission voted 7-0, recommending approval.

The applicant has submitted a property line adjustment that will create one lot from two existing lots. The new lot will be known as Lot 20 (7.89 acres) of Hardcastle Estates.

- 1d. **Final Plat: Amber Ridge North at Woods Creek; Northeast Saddle Ridge Road; The Meadows at Woods Creek, Inc.**

(Pages 21-24)

The Planning Commission voted 7-0, recommending approval.

The applicant has submitted a final plat for 12.72 acres located on Woods Creek Road to be known as Amber Ridge at Woods Creek. Twenty single family lots will be created with platting of this subdivision. Right-of-way and easements will be dedicated with this plat. All public infrastructure has been inspected and accepted by the utility departments.

- 1e. **General Plan Amendment: Honey Creek Land & Cattle, LLC; Southeast 34th Street & Southeast 'C' Street; From Commercial to High Density Residential.**

(Pages 25-29)

The Planning Commission voted 7-0, recommending approval.

Policy LU-23, Housing Types, within the General Plan suggest that the city should encourage the development of a mix of housing types to meet the needs of its residents throughout their lives. The proposed high density residential development will help to create additional density and reduce the impact on the city's infrastructure by utilizing existing public utilities and traffic networks.

- 1f. **Rezoning: Kerry Laman; Southeast 5th Street; From R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential.**

(Pages 30-33)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan depicts this property as Downtown Medium-Density Residential (D-MDR). The DN-2, Downtown Medium-Density Residential zoning is an appropriate zoning district for this designation.

- 1g. **Rezoning: KCG BV, LLC; Southwest Buckeye Street; From PUD, Planned Unit Development to R-3, Medium Density Residential.**

(Pages 34-38)

The Planning Commission voted 7-0, recommending approval.

The R-3, Medium Density Residential zoning classification is an appropriate designation for this property. According the General Plan, the city should

encourage mixed use developments with equal amounts of medium density residential, commercial and office uses.

2. Reappointment of Jan Holland to the Bentonville Board of Adjustment for a 5-year term. Term beginning January 1, 2017 and expiring December 31, 2021.
(Pages 39-41)
3. Reappointment of Rustin Chrisco to the Bentonville Board of Adjustment for a 5-year term. Term beginning January 1, 2017 and expiring December 31, 2021.
(Pages 42-44)
4. Appointment of Tregg Brown to the Bentonville Planning Commission to fill Debi Havner's unexpired term that expires July 1, 2018. See attached biography for Mr. Brown.
(Pages 45-49)
5. Approval of a resolution declaring a structure to be a nuisance and setting a public hearing for the condemnation of said structure located at 1204 Northeast Fillmore Street.
(Pages 50-55)
6. Request City Council approve the change to the City's Personal Policy, Chapter 6, Section 6.2. referring to the Federal Family and Medical Leave Act (FMLA). The enclosed change more closely aligns the City policy with the Federal Regulation Title 29, Part 825 FMLA regulations, specifically as it pertains to the entitlement and duration of Family and Medical Leave.
(Pages 56-61)
7. Request the City Council approve the attached changes to the 2017 City Pay Plan. These changes are all part of the recently approved 2017 City Budget, and are reflected within each department's 2017 budget numbers. The attached listing reflects a "Roll-Up" of those changes that will be incorporated into the 2017 Pay Plan.
(Pages 62-65)
8. City Council approval of Mayor McCaslin's recommendation to appoint Craig Gilbert and Michelle Malashock and reappoint Courtney Schaefer to the Parks and Recreation Advisory Board.
(Pages 66-72)
9. City Council approval of an ordinance waiving competitive bidding for chlorine at the Melvin Ford Aquatic Center, the Fountains at Lawrence Plaza, the fountain at the Downtown Square and the Bentonville Community Center.
(Pages 73-78)
- 10a. Staff recommends Council approval of Change Order No. 1 to the Utility Agreement with the Arkansas State Highway Commission for construction of water line relocations associated with AHTD Project No. CA0902 - Interstate 49 Widening and Interchange Improvements, Hwy 62/102 - Hwy 72. This change order recognizes the bid award to Fochtman Enterprises, Inc. for the water relocations and adjusts the agreement to reflect the actual contract prices.
(Pages 79-82)
- 10b. Staff recommends Council award bid No. 2016-50 to Fochtman Enterprises, Inc. for water line relocations associated with AHTD Job No. CA0902 - Interstate 49 Widening and Interchange Improvements, Hwy 62/102 - Hwy 72 in an amount of \$110,170.00. This project qualifies for 96.37% reimbursement from AHTD.
(Pages 83-86)

- 10c. Budget Adjustment to front costs for award of contract to Fochtman Enterprises, Inc. in the amount of \$110,170.00 for construction of water utility relocations associated with the Utility Agreement with the Arkansas State Highway Commission for AHTD Project No. CA0902 - Interstate 49 Widening and Interchange Improvements, Hwy 62/102 - Hwy 72. **(Pages 87-89)**
11. Staff requests Council approval of a resolution authorizing the Mayor and City Clerk to enter into an amended lease agreement with Arkansas Affordable Homes LLC to extend the lease term until August 31, 2017. **(Pages 90-94)**
- 12a. Staff requests City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an amended professional services agreement with GTS, Inc. for material testing services for the construction of the City Maintenance Facility site work located on SW 28th Street for an additional amount of \$35,687.00 not to exceed a total of \$113,887.00. Services include soils/subgrade testing, concrete/asphalt pavement testing, masonry, steel observation/testing. **(Pages 95-102)**
- 12b. Staff requests Council approval of a budget adjustment in the amount of \$35,687.00 to cover costs for additional/remaining material testing for construction of the new City Maintenance Facility. **(Pages 103-105)**
13. Staff recommends Council to waive the competitive bidding requirements for the purchase of a leak detection system for a total cost of \$44,516.13. This Leak Detection System will utilize our existing meter reading mesh network by communicating from leak loggers placed in predetermined locations on our distribution system. This system will enable us to find existing leaks on our distribution system that we aren't aware of and reduce our unaccounted for water. This is an additional area to our existing Leak Detection system and is a budgeted item within our 2016 budget. **(Pages 106-110)**
14. Fire Department Staff recommends declaring 2008 Ford F-450 Ambulance (VIN 1FDXF47R68ED75412) surplus and selling it to Beaver Lake Fire Department for \$25,000.00. **(Pages 111-113)**
15. City council approval of a Resolution allowing the Mayor and City Clerk to enter into an agreement with Morrison Shipley Engineers for engineering and design services for the North Main Sidewalk project. The cost of this contract is \$37,760.00 which will come from the Engineering Department professional services account (010-1630-463.32-10). **(Pages 114-120)**
16. A resolution setting a public hearing for January 10, 2017 for a Utility Easement Vacation requested by Terry & Stephanie Orman at 4001 NE Kensington Ave. **(Pages 121-123)**
17. Recommend the Mayor and City Council award the 1-year blanket bid for electric material to the lowest bidder as shown on the attached bid tabulation in the amount of \$763,366.96. Items will be ordered on an 'as needed' basis. **(Pages 124-130)**
18. Recommend the Mayor and City Council award the 1-year blanket bid for 3 phase transformers to the lowest bidder as shown on the attached bid

tabulation in the amount of \$387,197.52. Items will be ordered on an 'as needed' basis.
(Pages 131-134)

19. Recommend the Mayor and City Council award the 1-year blanket bid for 1 phase transformers to the lowest bidder as shown on the attached bid tabulation in the amount of \$295,087.72. Items will be ordered on an 'as needed' basis.
(Pages 135-138)
20. Recommend the Mayor and City Council award the 1-year blanket bid for pole mount transformers to the lowest bidder as shown on the attached bid tabulation in the amount of \$170,370.95. Items will be ordered on an 'as needed' basis.
(Pages 139-142)
21. Recommend the Mayor and City Council award the 1-year blanket bid for switchgears to the lowest bidder as shown on the attached bid tabulation in the amount of \$52,701.00. Items will be ordered on an 'as needed' basis.
(Pages 143-145)
22. Recommend the Mayor and City Council award the 1-year blanket bid for water/sewer material to the lowest bidder as shown on the attached bid tabulation in the amount of \$306,027.80. Items will be ordered on an 'as needed' basis.
(Pages 146-153)
23. Recommend the Mayor and City Council award the 1-year blanket bid for street materials to the lowest bidder as shown on the attached bid tabulation in the amount of \$214,025.00. Items will be ordered on an 'as needed' basis.
(Pages 154-156)
24. Recommend the Mayor and City Council award the 1-year blanket bid for janitorial supplies to the lowest bidder as shown on the attached bid tabulation in the amount of \$47,261.50. Items will be ordered on an 'as needed' basis.
(Pages 157-159)
25. Recommend the Mayor and City Council award bid #16-57 for 750 underground wire to the lowest bidder as shown on the attached bid tabulation in the amount of \$74,655.00. Items will be ordered on an 'as needed' basis.
(Pages 160-162)
26. Recommend the Mayor and City Council award the bid for the steel/wood poles and transmission materials for the electric relocation for 8th Street to Dis-Tran in the amount of \$417,201.00.
(Pages 163-168)
27. An ordinance authorizing the Mayor and City Council waive the requirements of competitive bidding and enter into an agreement with Mueller for electric meters per the City of Bentonville's specifications in the amount of \$280,981.50. This is a 'Single Source' item in the State of Arkansas.
(Pages 169-174)
28. An ordinance authorizing the Mayor and City Council waive the requirements of competitive bidding and enter into an agreement with Mueller for water meters less than 2" per the City of Bentonville's specifications in the amount of \$215,764.00. This is a 'Single Source' item in the State of Arkansas.
(Pages 175-179)
29. An ordinance authorizing the Mayor and City Council waive the requirements of competitive bidding and enter into an agreement with HD Supply Waterworks

for SENSUS brand water meters 2” and larger per the City of Bentonville’s specifications in the amount of \$93,090.00. This is a ‘Single Source’ item in the State of Arkansas. **(Pages 180-185)**

30. An ordinance authorizing the Mayor and City Council waive the requirements of competitive bidding and enter into an agreement with Holophane Ornamental Lighting for the City of Bentonville’s standardized approved lighting. Prices to remain the same January through December, 2017 for the amount of \$488,645.00. **(Pages 186-195)**
31. A resolution authorizing the Mayor and City Council to enter into a contract with Osmose to provide pole restoration services to the City of Bentonville Electric Department for an amount not to exceed \$31,000.00. **(Pages 196-220)**
32. Staff recommends Council approval of a resolution authorizing the Mayor to execute a Deed of Release with the FAA for the release of 0.9 AC at the Bentonville Municipal Airport. **(Pages 221-229)**
33. Staff recommends Council approval of a resolution authorizing the Mayor to enter into a Real Estate Transaction Agreement with Lonesome Tree Properties, LLC to exchange 0.9 AC located at the Bentonville Municipal Airport for 6.39 AC adjacent to the Airport, a 12.42 AC avigation easement at the north end of the runway, and a \$130,000.00 purchase price to be used for future development at the Airport. **(Pages 230-253)**



City Council Agenda Items

For City Council meeting of December 13, 2016

From the December 6, 2016 Planning Commission meeting

Lot Split: Lot 9, Block 3 Demings Addition, Northwest A Street, John Alan Phillips.

The Planning Commission voted 7-0, recommending approval.

The applicant has submitted a proposal for a lot split that will create one new lot from un-platted section land. The new lot will be known as Lot 9, (0.44 acres), Block 3 of Deming's Addition. Additional right-of-way will be dedicated along Northwest 'A' Street per the current Master Street Plan. Various utility easements will be dedicated with the plat to serve the new lot. The newly created lot will have direct access to city utilities and a public street.

Lot Split: Lots 6 & 7, Airport Road Addition; Southwest 28th Street; Airport Road, LLC.

The Planning Commission voted 7-0, recommending approval.

The applicant has submitted a proposal for a lot split that will create two new lots from one existing lot. The new lots will be known as Lot 6 (0.87 acres) and Lot 7 (0.53 acres) of Airport Road Addition.

Property Line Adjustment: Lot 20, Hardcastle Estates; 301 Southwest 'O' Street; Gregory & Hadi Dudley.

The Planning Commission voted 7-0, recommending approval.

The applicant has submitted a property line adjustment that will create one lot from two existing lots. The new lot will be known as Lot 20 (7.89 acres) of Hardcastle Estates.

Final Plat: Amber Ridge North at Woods Creek; Northeast Saddle Ridge Road; The Meadows at Woods Creek, Inc.

The Planning Commission voted 7-0, recommending approval.

The applicant has submitted a final plat for 12.72 acres located on Woods Creek Road to be known as Amber Ridge at Woods Creek. Twenty single family lots will be created with platting of this subdivision. Right-of-way and easements will be dedicated with this plat. All public infrastructure has been inspected and accepted by the utility departments.

General Plan Amendment: Honey Creek Land & Cattle, LLC; Southeast 34th Street & Southeast 'C' Street; From Commercial to High Density Residential.

The Planning Commission voted 7-0, recommending approval.

Policy LU-23, Housing Types, within the General Plan suggest that the city should encourage the development of a mix of housing types to meet the needs of its residents throughout their lives. The proposed high density residential development will help to create additional density and reduce the impact on the city's infrastructure by utilizing existing public utilities and traffic networks.

Rezoning: Kerry Laman; Southeast 5th Street; From R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan depicts this property as Downtown Medium-Density Residential (D-MDR). The DN-2, Downtown Medium-Density Residential zoning is an appropriate zoning district for this designation.

Rezoning: KCG BV, LLC; Southwest Buckeye Street; From PUD, Planned Unit Development to R-3, Medium Density Residential.

The Planning Commission voted 7-0, recommending approval.

The R-3, Medium Density Residential zoning classification is an appropriate designation for this property. According the General Plan, the city should encourage mixed use developments with equal amounts of medium density residential, commercial and office uses.

LOT SPLIT STAFF REPORT



Lot 9, Block 3 Deming's Addition

Northwest 'A' Street

PC Date: 12/6/2016

Recommendation: Approval

Reviewer: Jon Stanley, Planner

Project Number	16-05000048
Applicant / Current Owner	John Alan Phillips, Trustee Bridgeway Lane Naples, FL 34108
Site Area	0.44 acres
Current Zoning	R-1, Single Family Residential
Future Land Use Map Designation	Downtown High-Density Residential (D-HDR)

<http://geo.bentonvillear.com/mgweb/PZpending/>

Location Map



Property Description

This property is currently vacant in a redeveloping neighborhood near the downtown square.

Project Details

The applicant has submitted a proposal for a lot split that will create one new lot from un-platted section land. The new lot will be known as Lot 9, (0.44 acres), Block 3 of Deming's Addition. Additional right-of-way will be dedicated along Northwest 'A' Street per the current Master Street Plan. Various utility easements will be dedicated with the plat to serve the new lot. The newly created lot will have direct access to city utilities and a public street.

Projected Traffic Impact

The proposed lot split will not adversely impact traffic in the area. The collector street that is immediately adjacent to the property will provide adequate options for ingress and egress to the property.

Utility Infrastructure

Per the GIS website, water and sewer are available to this site.

Drainage Report

A drainage report is not required.

Waivers

No waivers requested.

Conclusion

This lot split does meet the minimum requirements of the subdivision regulations.

Standard Conditions of Approval

1. Provide a digital copy of the plat.
2. Address all technical review comments before requesting a building permit.

Recommendation

Staff has reviewed this application and based on the findings presented in this report, staff recommends approval.

NOTES

- **Sidewalks.** Sidewalk installation will be the responsibility of individual lot owners at the time of building permit.

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 9, BLOCK 3 OF
DEMINGS 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 9, Block 3 of Demings Addition, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on December 6, 2016; and,

WHEREAS, said lot split is attached hereto as Exhibit "A"; and,

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

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

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

Section 1: That the lot split of Lot 9, Block 3 of Demings 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.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

LOT SPLIT STAFF REPORT



Lots 6 and 7 Airport Road Addition

Southwest 28th Street

PC Date: 12/6/2016

Recommendation: Approval

Reviewer: Jon Stanley, Planner

Project Number	16-05000045
Applicant / Current Owner	Airport Road, LLC PO Box 9 Clarksville, AR 72830-0009
Site Area	1.41 acres
Current Zoning	C-2, General Commercial
Future Land Use Map Designation	Commercial (C)

<http://geo.bentonvillear.com/mgweb/PZpending/>

Location Map



Property Description

This property is the location of vacant commercial lot in a developing commercial subdivision near the city's municipal airport.

Project Details

The applicant has submitted a proposal for a lot split that will create two new lots from one existing lot. The new lots will be known as Lot 6 (0.87 acres) and Lot 7 (0.53 acres) of Airport Road Addition. Per the current Master Street Plan, adequate right-of-way exists along Southwest 28th Street. A public access easement is being dedicated along the eastern property lines of the two lots to allow cross access and maintain controlled access to Southwest 28th Street. Each of the new lots will have access to public utilities and a public street.

Projected Traffic Impact

The proposed lot split will not adversely impact traffic in the area. The arterial road located to the south will provide adequate options for ingress and egress.

Utility Infrastructure

Per the GIS website, water and sewer are available to this site.

Drainage Report

A drainage report is not required.

Waivers

No waivers requested.

Conclusion

This lot split does meet the minimum requirements of the subdivision regulations.

Standard Conditions of Approval

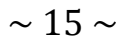
1. Provide a digital copy of the plat.
2. Address all technical review comments before requesting a building permit.

Recommendation

Staff has reviewed this application and based on the findings presented in this report, staff recommends approval.

NOTES

- **Sidewalks.** Sidewalk installation will be the responsibility of individual lot owners at the time of building permit.



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 6 & 7, AIRPORT
ROAD 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 6 & 7, Airport Road Addition, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on December 6, 2016; and,

WHEREAS, said lot split is attached hereto as Exhibit "A"; and,

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

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

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

Section 1: That the lot split of Lots 6 & 7, Airport Road 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.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

PROPERTY LINE ADJUSTMENT STAFF REPORT



Lot 20, Hardcastle Estates

301 Southwest 'O' Street

PC Date: 12/6/2016

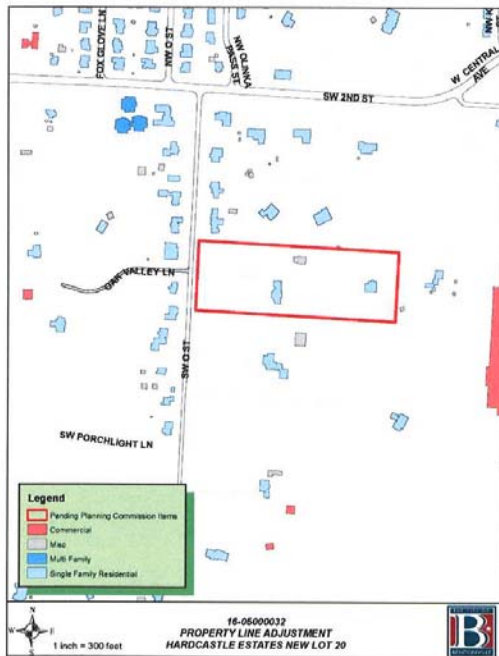
Recommendation: Approval

Reviewer: Jon Stanley, Planner

Project Number	16-07000032
Applicant / Current Owner	Gregory & Hadi Dudley 301 Southwest 'O' Street Bentonville, AR 72712
Site Area	7.89 acres
Current Zoning	R-E, Residential Estate
Future Land Use Map Designation	Low Density Residential (LDR)

<http://geo.bentonvillear.com/mgweb/PZ/pending/>

Location Map



Property Description

The property is the location of an existing single family home in an established large lot single family neighborhood.

Project Details

The applicant has submitted a property line adjustment that will create one lot from two existing lots. The new lot will be known as Lot 20 (7.89 acres) of Hardcastle Estates. Additional right-of-way is being dedicated along Southwest 'O' Street per the current Master Street Plan. A 20' public utility easement is also being dedicated along Southwest 'O' Street. The new lot will have access to public water; the existing home is currently utilizing a septic system. The new lot has direct access to a public street.

Utility Infrastructure

Per the GIS website, water and sewer are available to this site.

Drainage Report

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

Waivers

No waivers requested.

Standard Conditions of Approval

1. Provide digital copy of the plat.
2. Address all technical review comments before requesting a building permit.

Conclusion

This property line adjustment does meet the minimum requirements of the subdivision regulations.

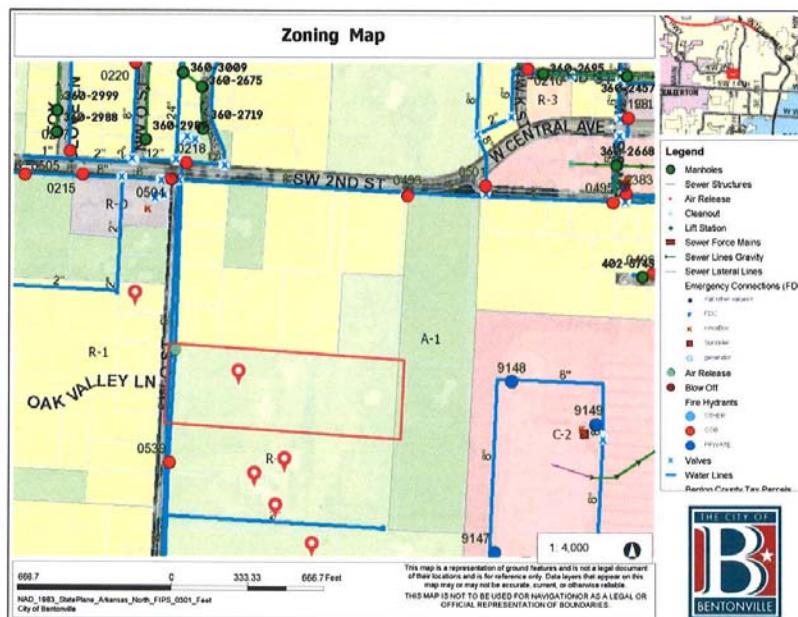
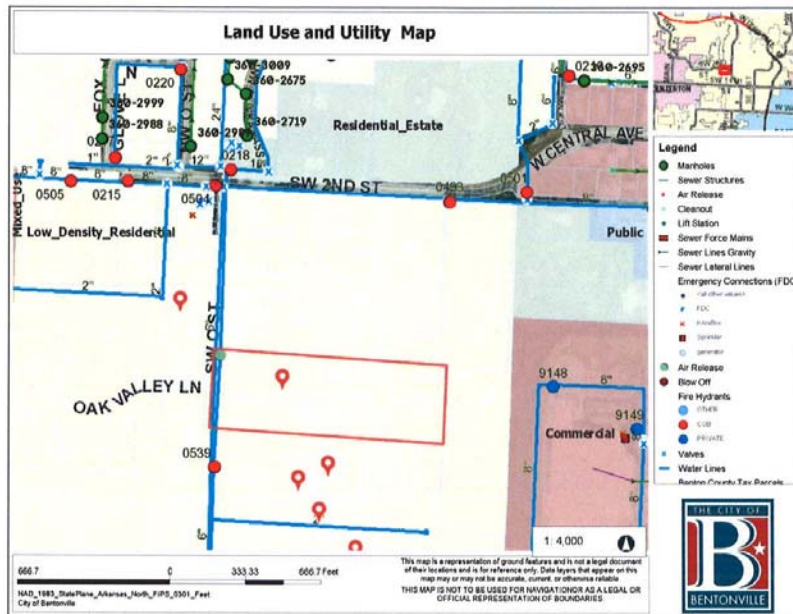
Recommendation

Staff has reviewed this application and based on the findings presented in this report, staff recommends approval.

NOTES

- Sidewalks. Sidewalk installation will be the responsibility of individual lot owners at the time of building permit.

PROPERTY LINE ADJUSTMENT STAFF REPORT



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF
LOT 20, HARDCASTLE ESTATES TO THE CITY OF BENTONVILLE,
ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment Lot 20, Hardcastle Estates of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on December 6, 2016; and,

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

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

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

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

Section 1: That the property line adjustment Lot 20, Hardcastle Estates to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2016.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

FINAL PLAT STAFF REPORT



Amber Ridge North at Woods Creek Subdivision

Woods Creek Road

PC Date: 12/6/2016

Recommendation: Approval

Reviewer: Beau Thompson, AICP, Senior Planner

Project Number	16-03000008
Applicant / Current Owner	The Meadows at Woods Creek Inc. 1417 N Addington Avenue Fayetteville, Ar 72703
Site Area	12.72 acres
Current Zoning	R-1, Single Family Residential
Future Land Use Map Designation	Low Density Residential (LDR)
No. of Lots	20
Subdivision Name	Woods Creek Subdivision

<http://geo.bentonvillear.com/mgweb/PZ/pending/>

Property Description

The property is the location of a vacant subdivision with completed infrastructure.

Project Details

The applicant has submitted a final plat for 12.72 acres located on Woods Creek Road to be known as Amber Ridge at Woods Creek. Twenty single family lots will be created with platting of this subdivision. Right-of-way and easements will be dedicated with this plat. All public infrastructure has been inspected and accepted by the utility departments.

Utility Infrastructure

Per the GIS website, water and sewer are available to this site.

Drainage Report

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

Waivers

No waivers requested.

Conclusion

This final plat does meet the minimum requirements of the subdivision regulations.

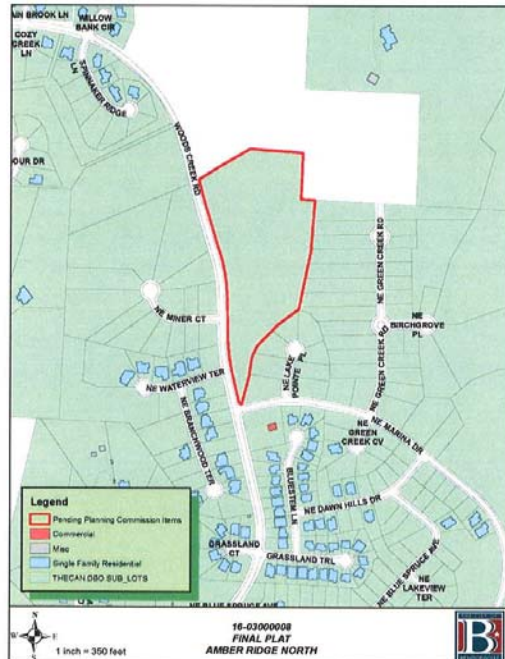
Standard Conditions of Approval

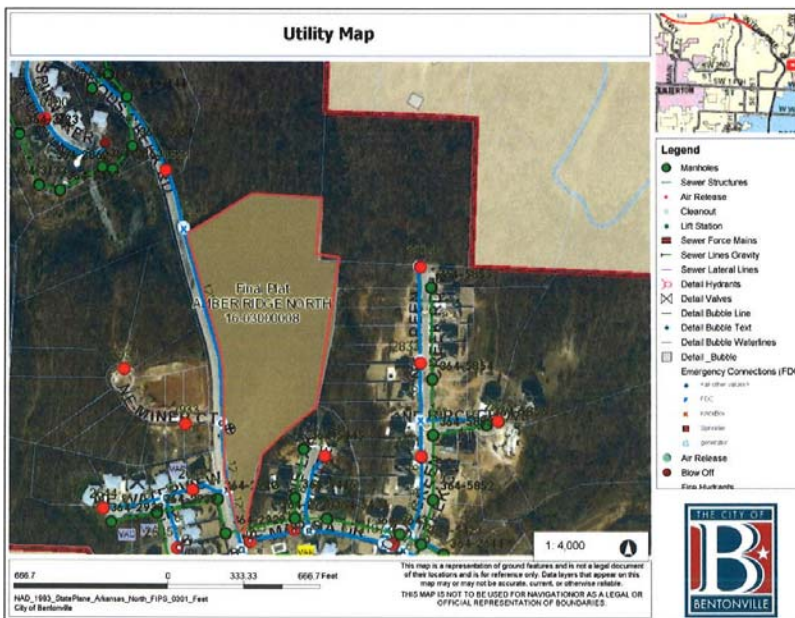
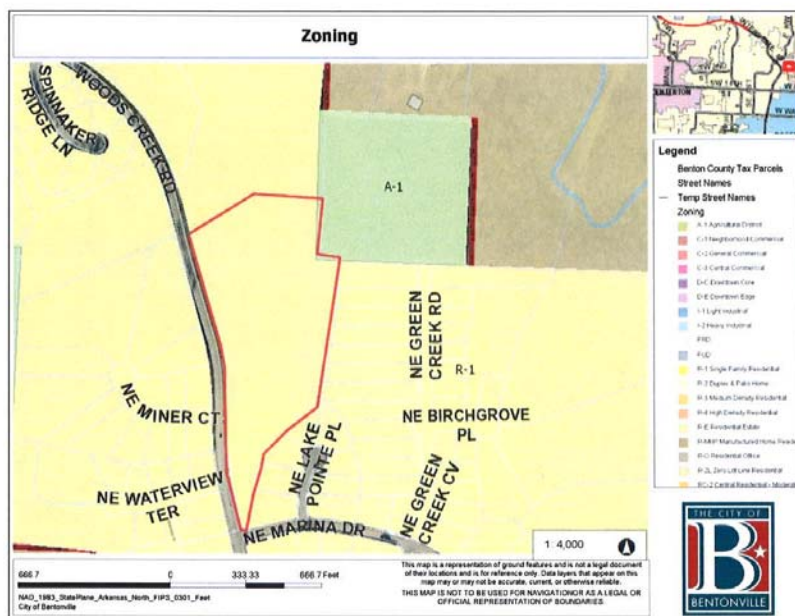
1. Provide a digital copy of the plat.
2. Address all technical review comments before requesting a building permit.

Recommendation

Staff has reviewed this application and based on the findings presented in this report, staff recommends approval.

Location Map

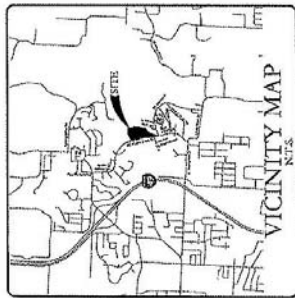




FINAL PLAT

BENTONVILLE, ARKANSAS

PREPARED: November 15, 2016



Curve Table	Serial	Index	Radius	Dist	Chart Length	Chart Reading
	1	36.01	6.650	0.00000000	0.00	0.00000000
	2	36.01	6.650	0.00000000	0.00	0.00000000
	3	36.01	6.650	0.00000000	0.00	0.00000000
	4	36.01	6.650	0.00000000	0.00	0.00000000
	5	36.01	6.650	0.00000000	0.00	0.00000000
	6	36.01	6.650	0.00000000	0.00	0.00000000
	7	36.01	6.650	0.00000000	0.00	0.00000000
	8	36.01	6.650	0.00000000	0.00	0.00000000
	9	36.01	6.650	0.00000000	0.00	0.00000000
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	53	36.01	6.650	0.00000000	0.00	0.00000000
	54	36.01	6.650	0.00000000	0.00	0.00



IN THE SUBJECTS ON THIS PAGE IS NOT AN
COUNTRY, AND NOT HERE IN CONGRUITY OF
STATED AS A RESULT THAT THIS IS NOT A
BORN ALIENS. THE ABOVE CATEGORIZATION SHALL
NOT APPLIED TO ANY COUNTRY DOES NOT MEAN AN
ORIGINAL BORN AND CITIZENSHIP.

BLEW & ASSOCIATES, P.A.
CIVIL ENGINEERS & LAND SURVEYORS
524 W. SYCAMORE ST., SUITE 4
FAYETTEVILLE, ARKANSAS 72703
OFFICE: 479.443.4506
FAX: 479.582.1183
www.BLEWNC.com

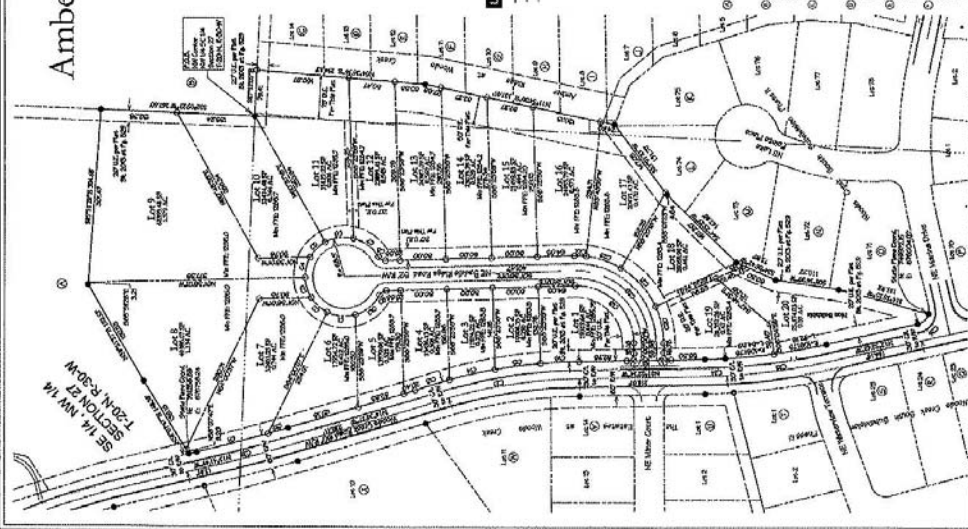


GRAPHIC SCALE
1 INCH = 100 FEET

☐ PROPERTY ACCESS
☐ ACCESS EQUIPMENT
☐ UTILITY EQUIPMENT
☐ LOCK PICK
☐ UTILITY EQUIPMENT
☐ ACCESS EQUIPMENT
☐ DRAWING EQUIPMENT
☐ IN THE INCLUDING NETWORK
☐ THE STREET RIGHT OF WAY
☐ STREET SIGNAGE MARKERS
☐ SET THE CURVED RADIUS

Adjacent Land Owners

- [illegible]



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A FINAL PLAT OF AMBER RIDGE
NORTH AT WOODS CREEK TO THE CITY OF BENTONVILLE,
ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the final plat of Amber Ridge North at Woods Creek, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on December 6, 2016; and,

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

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

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

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

Section 1: That the final plat of Amber Ridge North at Woods Creek to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2016.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

GENERAL PLAN AMENDMENT STAFF REPORT



Honey Creek Land and Cattle, LLC

PC Date: 12/6/2016

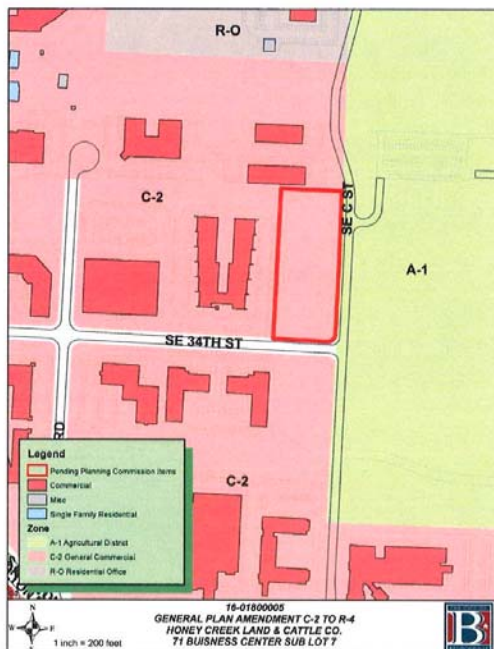
Recommendation: Approval

Reviewer: Beau Thompson, AICP, Senior Planner

Project Number	16-01800005
Applicant/ Current Owner	Honey Creek Land & Cattle – Dan Dykema PO Box 304 Bentonville, AR 72712
Site Area	2.40 acres
Current Zoning	C-2, General Commercial
Current Future Land Use Map Designation	Commercial (C)
Requested Future Land Use Map Designation	High Density Residential (HDR)

<http://geo.bentonvillear.com/mgweb/PZpending/>

Location Map



Property Description

This property is vacant in an established commercial subdivision.

Projected Traffic Impact

The proposed land use designation will not adversely impact traffic in the area. The property is situated on a corner and is bordered by a local street to the south and a collector street to the west. These two streets will provide adequate options for ingress and egress. The close proximity to employment centers will further reduce the impact on the city's transportation network.

Utility Infrastructure

Per the city's GIS website, water and sewer are available at this location.

Relationship to the General Plan

Policy LU-23, Housing Types, within the General Plan suggest that the city should encourage the development of a mix of housing types to meet the needs of its residents throughout their lives. The proposed high density residential development will help to create additional density and reduce the impact on the city's infrastructure by utilizing existing public utilities and traffic networks.

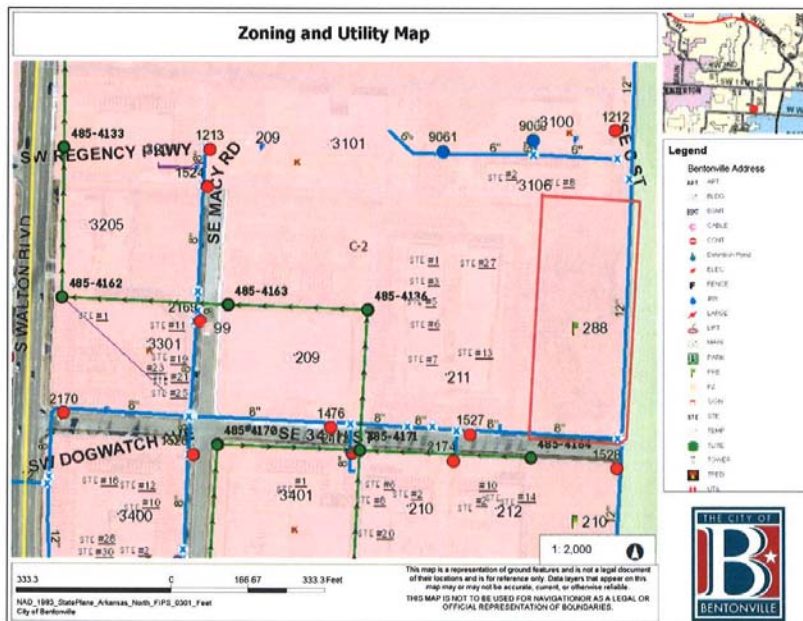
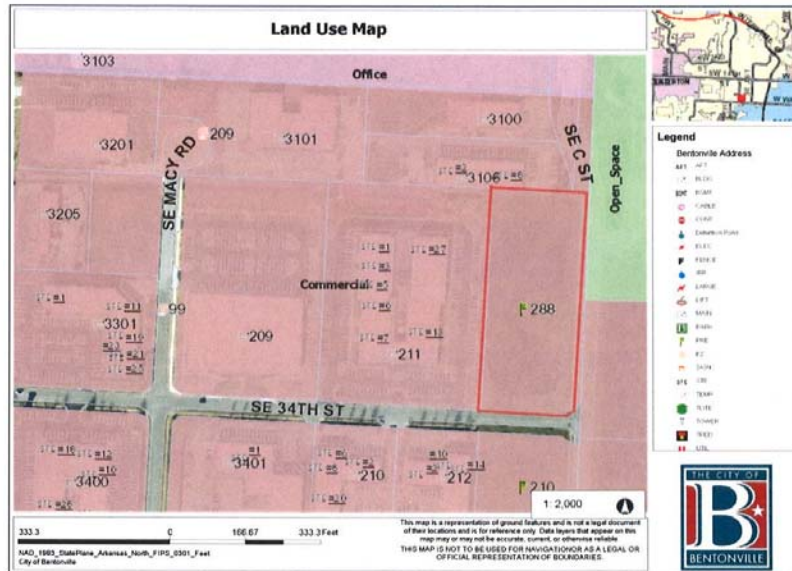
Analysis

The requested Future Land Use Map designation of High Density Residential (HDR) is located where a local street and a collector street intersect. Additional residential units in the area will provide an opportunity for residents to live and work within the same area of the city. There are several ingress/egress opportunities that can be utilized in the development of the property that will help to facilitate traffic flow and reduce traffic congestion. Public utilities are readily available to the property.

Recommendation

Staff has reviewed this application and based on the findings presented in this report, staff recommends approval.

GENERAL PLAN AMENDMENT STAFF REPORT





CEI Engineering Associates, Inc.

ENGINEERS ■ SURVEYORS ■ LANDSCAPE ARCHITECTS ■ PLANNERS

3108 SW Regency Parkway, Suite 2
Bentonville, AR 72712
(479) 273-9472 Fax (479) 273-0844
www.ceieng.com

October 31, 2016

City of Bentonville
Beau Thompson / Planning Dept.
305 SW A St.
Bentonville, AR 72712

RE: Honey Creek Land & Cattle, LLC Voluntary General Plan Amendment

Dear Planning Commission:

Please accept this letter as a formal request by Dan Dykema, Registered Agent of Honey Creek Land & Cattle, LLC, to amend the future land use map for a 2.4-acre property located at the NW corner of SE "C" Street and SE 34th Street. This request is to change the use from commercial to high density residential.

The applicant has owned this land for several years and in that time the surrounding uses have changed. Property immediately east of the site is owned by the City of Bentonville as part of Phillips Park and will not be developed commercially. Property one block north of this site was recently changed from commercial use to high density residential.

The property is bordered by a school to the west along its longest side. South of the property is a small, undeveloped commercial lot and low intensity office space exists to the north of this site. Phillips Park is adjacent to the property on the east side. The requested land use map amendment will not adversely affect the surrounding properties or the subject tract.

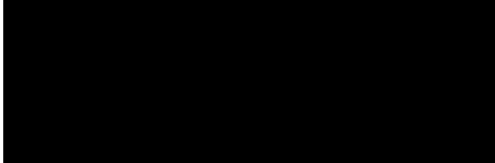
The location of the property adjacent to the Phillips Park would make for a pleasant living experience for residential units. The property is not as attractive to commercial use since it is located off the main thoroughfare through the city and on a lesser designation of street. The proposed change would not have any detrimental effect on the surrounding lands.

Providing Consolidated Land Development Services

CALIFORNIA ■ TEXAS ■ ARKANSAS ■ MINNESOTA ■ PENNSYLVANIA

The applicant has marketed the property for sale as a commercial lot for several years without success. If this land use plan amendment request is denied the property will continue to be marketed for sale as a commercial lot and may sit vacant for several more years. If the request is approved, the applicant intends to develop the lot for residential use. Alternatives to this requests were discussed with staff and this course of action seemed most suited for the property.

Respectfully submitted,
CEI Engineering Associates, Inc.



Nate Bachelor, PE
Project Manager

ORDINANCE NO. _____

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

WHEREAS, Honey Creek Land & Cattle, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present classification of Commercial to High Density Residential on the City of Bentonville Future Land Use Map which property is described as follows:

All of Lot 7 of the Final Plat of 71 Business Center, Plat Record 2003-816 in
Bentonville, Benton County, Arkansas.

;and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held December 6, 2016 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public 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 Planning Commission voted to recommend to the City Council that the petition be approved and that said future land use classification as presented on the property be changed from its present classification of Commercial to High Density Residential.

**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 of Commercial to High Density Residential on the Future Land Use Map.

PASSED AND APPROVED this _____ day of _____, 2016.

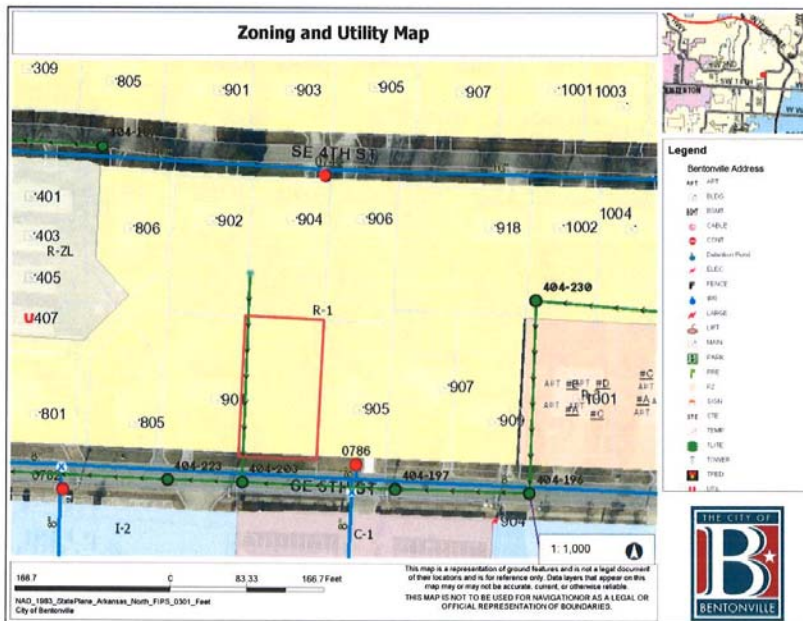
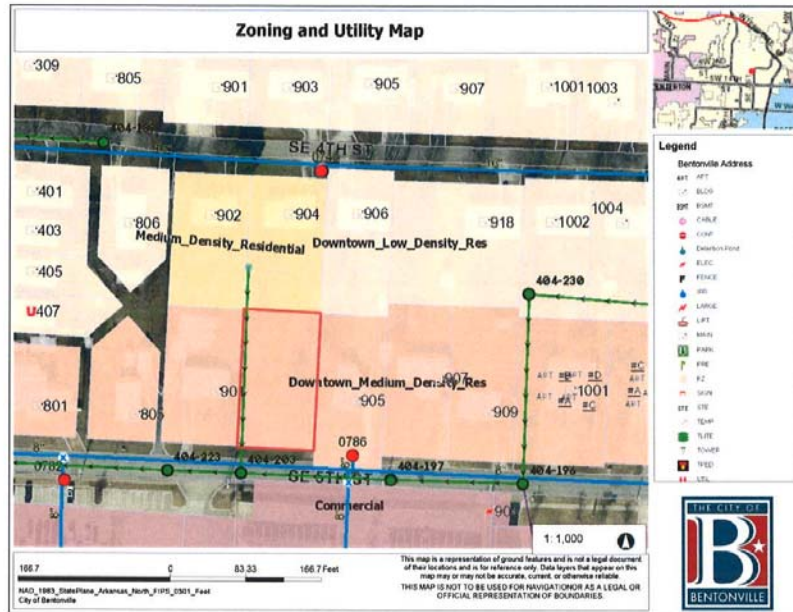
APPROVED:

MAYOR

ATTEST:

CITY CLERK

REZONING STAFF REPORT



RE: Legal Description of 903 SE 5th, Bentonville Ar

Kerry Laman rezoning Request submitted 10/31/2016

Subject Property: 903 SE 5th, Bentonville AR 72712 with the legal description of...Lot 24, of the 3rd East Side Addition, to the City of Bentonville, Benton County, Arkansas as shown on plat record "G" at page 75

The above mentioned property is currently zoned R1 Single Family and the requested zoning is DN-2. There are no proposed sales of the property planned. The reason for this request is to allow construction of two small lot properties consisting of single family homes with rear garages. The property is currently surrounded on the North side of SE 5th with a variety of properties from multifamily to small single family. The South side of SE 5th consists of Commercial Warehouse and Office structures. Similar small lot homes are located on SE G St. A narrow lot approach will fit well in the neighborhood and provide a buffer to larger lot homes on the south side of SE 4th. Traffic, use, signage will not change or will not be a factor with this request. The appearance of the homes will be 2 story Craftsman Style with brick / stone foundations and concrete siding consistent with properties currently built or under construction in Downtown Bentonville. Sewer is available on the West side of the property with the main line running roughly in the center of the SE 5th. The previous home of this property burned and was removed but was single family and was connected to existing sewer and water lines. Basis comments from the Bentonville Water and Sewer Department, the property is served by an 8" water line on SE 5th Street and 6" Sewer is available on SE 5th.

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF
BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION OF
R-1, SINGLE FAMILY RESIDENTIAL TO DN-2, DOWNTOWN
MEDIUM-DENSITY RESIDENTIAL.**

WHEREAS, Kerry Laman duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present classification of R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

Lot 24, of the 3rd East Side Addition, to the City of Bentonville, Benton County,
Arkansas as shown on plat record "G" at page 75
;and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held December 6, 2016 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public 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 Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential.

**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 of R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2016.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

Reviewer: Beau Thompson, AICP, Senior Planner

~ 34 ~



JORGE N. SEN
+ASSOCIATES
Civil Engineering · Surveying
Landscape Architecture Services

124 W Sunbridge Drive, Suite 5
Fayetteville, AR 72703

Office: 479.442.9127
Fax: 479.582.4807
www.jorgensenassoc.com

October 11, 2016

City of Bentonville
305 SW A Street
Bentonville, AR 72712

Attn: Planning Department
Re: Harbin Pointe Addition Rezoning

This letter is in regards to a proposed rezoning and the following required information:

- The current zoning of the property is Planned Unit Development (PUD), however it has recently expired. The proposed zoning designation will be R-3 Medium Density Residential. The current owner of the property is KCG BV LLC. The owner plans to subdivide the property for development of townhomes.
- Due to the fact that the current PUD zoning has recently expired, we feel that R-3 Medium Density Residential will be compatible with surrounding residential zoning and existing developments.
- Residential zoning and developments currently borders the south and east sides of the property. The undeveloped property to the north and west will more than likely develop as medium density residential or commercial. We feel that the R-3 Medium Density Residential will transition well with surrounding properties into future zoning in this area.
- The proposed use after rezoning will be townhomes.
- The property has direct access to SW Buckeye Street, which is a fairly new street built to current City Code and is classified as a local street. SW Regional Airport Blvd. is located approximately 500 feet north of the property and is classified as an arterial street. Both streets have the capacity to handle any increase in traffic due to development.
- Signage may be placed to distinguish the townhome development from surrounding developments. Signage will be approved prior to installation and will meet City Code.
- The appearance of Future Development will be compatible with surrounding developments.
- There is currently an 8-inch water line on the south side of SW Juniper Avenue and on the east side of SW Buckeye Street. There is currently an 8-inch sewer line located on the south side of SW Juniper Avenue and the west side of SW Buckeye Street. Water and Sewer will be connected to this existing infrastructure when future development occurs.

Sincerely,


Jared S. Inmah, PE

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION OF PUD, PLANNED UNIT DEVELOPMENT TO R-3, MEDIUM DENSITY RESIDENTIAL.

WHEREAS, KCG BV, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present classification of PUD, Planned Unit Development to R-3, Medium Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

A part of the NE1/4 of the SE1/4 of Section 11, T19N, R31W in Benton County, Arkansas, and being described as follows: Commencing at the SW Corner of said NE1/4, SE1/4, thence N02°09'05"E 195.65 feet, thence S87°33'04"E 667.29 feet to the POINT OF BEGINNING, thence N02°26'59"E 213.83 feet to a point of curve to the left having a radius of 225.00 feet and a central angle of 15°00'03"; thence Northerly along the arc a distance of 58.91 feet, thence N12°33'04"W 187.32 feet, thence S87°14'51"E 410.61 feet, thence S02°09'56"W 450.83 feet, thence N87°33'04"W 356.69 feet to the POINT OF BEGINNING, Containing 3.82 acres, more or less, subject to easements and right of ways of record.

;and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held December 6, 2016 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public 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 Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of PUD, Planned Unit Development to R-3, Medium Density Residential.

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 of PUD, Planned Unit Development to R-3, Medium Density Residential to be used in accordance with the city zoning laws and state laws.

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		
X	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 13, 2016

Submitted by:

Troy Galloway

Department

Planning

Phone

271-6809

ACTION REQUIRED:

Reappointment of Jan Holland to the Bentonville Board of Adjustment for a 5-year term. Term beginning January 1, 2017 and expiring December 31, 2021.

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





December 8, 2016

To: City Council Members & City Clerk
From: Mayor Bob McCaslin
Subject: Reappointment of Jan Holland to the City of Bentonville's Board of Adjustment.

I recommend Jan Holland for reappointment to the City of Bentonville's Board of Adjustment. Ms. Holland's term will expire on December 31, 2021.

A handwritten signature in black ink, appearing to be 'BM' with a horizontal line extending from the 'M'.

Bob McCaslin



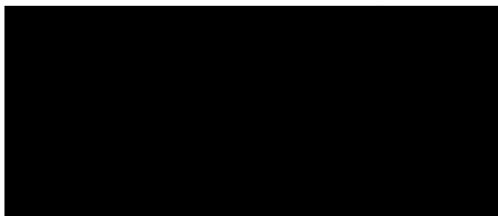
HARRIS MCHANEY
& FAUCETTE

November 28, 2016

To: The Bentonville City Council and Mayor Bob McCaslin

I would like the honor and continued opportunity to be re-appointed to the Bentonville Board of Adjustments. It has been a privilege to serve and make such important decisions for our community. Bentonville's future is so bright, and I am excited to be a part of shaping its future!

Thank you for your consideration.



Jan Holland

CORPORATE OFFICE ☐
3593 N. COLLEGE AVENUE
FAYETTEVILLE, AR 72703

BUS. (479) 521-6106
FAX (479) 521-0754

FAYETTEVILLE ☐
3589 N. COLLEGE AVENUE
FAYETTEVILLE, AR 72703

BUS. (479) 521-0220
FAX (479) 444-7346

ROGERS ☐
809 S. 32nd STREET
ROGERS, AR 72758

BUS. (479) 696-0600
FAX (479) 696-0601

SILOAM SPRINGS ☐
801 HWY 412 WEST
SILOAM SPRINGS, AR 72761

BUS. (479) 524-9353
FAX (479) 524-9350

BENTONVILLE/BELLA VISTA ☐
3113 N. WALTON BLVD
BENTONVILLE, AR 72712

BUS. (479) 273-3838
FAX (479) 273-2039

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☐	Budget Adjustment	
☐	Change Order	
☐	Informational	
☐	Ordinance	
☐	Resolution	
☒	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

December 13, 2016

Submitted by:

Troy Galloway

Department

Planning

Phone

271-6809

ACTION REQUIRED:

Reappointment of Rustin Chrisco to the Bentonville Board of Adjustment for a 5-year term. Term beginning January 1, 2017 and expiring December 31, 2021.

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





December 8, 2016

To: City Council Members & City Clerk
From: Mayor Bob McCaslin
Subject: Reappointment of Rustin Chrisco to the City of Bentonville's Board of Adjustment.

I recommend Rustin Chrisco for reappointment to the City of Bentonville's Board of Adjustment. Mr. Chrisco's term will expire on December 31, 2021.

Bob McCaslin

From: [Jon Stanley](#)
To: [Beau Thompson](#)
Subject: FW: Reappointment (Rustin)
Date: Tuesday, November 29, 2016 8:37:11 AM

-----Original Message-----
From: Pam Chrisco [REDACTED]
Sent: Tuesday, November 29, 2016 7:18 AM
To: Jon Stanley
Cc: RUSTIN224@COX.NET
Subject: Reappointment

I respectfully request my consideration for reappointment to the Bentonville Board of Adjustments. My thanks to Mayor McCaslin for his recommendation that I be allowed to serve in this capacity. It is truly a privilege to be a part of this wonderful community.

Sincerely

Rustin Chrisco

Sent from my iPhone



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 13, 2016

Submitted by:

Troy Galloway

Department

Planning

Phone

271-6809

ACTION REQUIRED:

Appointment of Tregg Brown to the Bentonville Planning Commission to fill Debi Havner's unexpired term that expires July 1, 2018. See attached biography for Mr. Brown.

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





December 8, 2016

To: City Council Members & City Clerk
From: Mayor Bob McCaslin
Subject: Appointment of Tregg Brown to the City of Bentonville's Planning Commission.

I recommend Tregg Brown for appointment to the City of Bentonville's Planning Commission. Mr. Brown will be replacing Debi Havner's unexpired term that ends July 1, 2018.

Bob McCaslin

Executive Summary

Senior executive with demonstrated leadership and entrepreneurial skills combined with general management experience. Record of achievement and increasing responsibilities in both established and entrepreneurial consumer packaged goods companies such as Procter & Gamble, Revlon and Team Direct. Broad based functional expertise includes sales experience in all trade classes, national sales, marketing, general management, and international sales. Consistent producer of financial and brand building results attributed to superior team building, customer penetration, and well crafted and executed customer strategies and measures.

Professional Experience

TEAM DIRECT MANAGEMENT

2009-PRESENT

CHIEF SALES OFFICER, BENTONVILLE, AR

Selected to join this \$1.6 billion entity to lead the transition of the organization to a top tier multi-functional customer team focused on maximizing client sales at Walmart and Sam's Club. The team consists of 30 multi-functional resources including sales, logistics, analytics, with outsourced partnerships in operations and customer marketing supporting over 65 small to medium size companies. Core accountabilities include business process development, client go to market strategy, attracting new clients, and ensuring volume target objectives are achieved.

Key Accomplishments:

- Sales growth from \$485 million in 2009 to \$1.35 billion FY ending 2013. Average +30% annual growth rate.
- Grew client base from 40 to 65 from 2009 to 2013.
- Created proprietary "Winning at Walmart" concept for presentations to perspective clients
- Developed and implemented Six-Step plan to grow Walmart's ASOTV share of market from 15% to 40%. Sales volume increased by 80% in stores implementing the plan with total chain comp sales +58%
- Led the transition of the company from a sales team to a multi-functional team by adding logistics function to drive base reliability.
- Implemented first ever continuity coverage program for the ASOTV category and implemented operations resource to enable clients to execute on win in store strategies
- Implemented leadership development training to invest in the personal growth and development of individual team members through Rapport International
- Developed and in process of implementing robust business development process to drive topline sales, improve alignment, and ensure impactful customer calls all designed to sell more product

REVLON CORPORATION

2003-2009

SVP/GM, Wal-Mart Global Customer Team, Bentonville, AR

Recruited to this \$1 billion plus health and beauty care manufacturer to transition current customer relationship from transactional to collaborative with the goal of improving profitability, market share, and the customer relationship. Accountable for the entire portfolio of Revlon products representing over \$310 million in domestic shipments and \$30 million internationally. Core accountabilities included the development of annual company and customer business plans that delivered profitable share growth and oversight of the single largest customer P&L to include \$3 million departmental budget.

Key Accomplishments:

- During five year period gross sales grew +4% versus company at -2%, Net sales grew +7.6% versus company at -1% and grew contribution dollars +11%
- 2008 outpaced top five customer benchmark consumption measure in all reporting periods as follows: 52 week 1.0% versus flat; 13 week 5.8% versus 0.9%; 4 week 8.5% versus 1.6%; 1 week 13.3% versus 11.4%.
- Equal or exceeded Wal-Mart category growth in three of four strategic categories

Tregg L. Brown

Page 2 of 3

- Co-located the team from Dallas to Bentonville in 2005 enabling the team to transition from a transaction oriented supplier to a multi-functional customer team improving the customer relationship, penetration and business planning.
- Implemented the first comprehensive retail coverage program that included penetration of 16 Walmart regions focused on improving on-hand accuracy at point of sale delivering \$5.3 million in base order volume
- Created innovative promotion strategy to eliminate promotional returns. Year to date returns are \$5 million, 35% below budget. The company has adopted this promotion strategy as the 2009 go to market approach.
- Revlon customer team rated a 4.5 on a scale of 5 by the Walmart Vice-President for color cosmetics
- Grew Wal-Mart's international volume a CAGR of 12.7% 2003 to 2007 as a result of implementing first Revlon global approach to working with Walmart through the implementation of global joint business planning and top-to-top in-country meetings. Revlon is now part of Walmart's top 50 global suppliers.

THE VIALINK COMPANY**2000–2003****Senior Vice President, Sales, Dallas, TX**

Recruited by the then Senior Vice President, Sales and CEO to lead the shift of this publicly traded supply chain start-up that provided "Retail Link" type transparency and scan based trading services, from a convenience store only vertical to the broader CPG retail market to include food, drug, and mass retailers and leading CPG suppliers. Core accountabilities included the development of the selling story, target customer list, development of the sales organization, securing signed customer contracts, recruitment of supplier trading partners for signed retailers, and participation in industry consortiums and exchanges.

Key Accomplishments:

- Successful in penetrating major food and mass retailers, generating new customer contracts with Target, Kmart and Meijer in the mass channel, Winn Dixie, Safeway, Super Value and Nash-Finch in the food channel.
- Increased supplier customer base from 50 to over 800 trading partners
- Signed Auto Zone to first ever scan based trading program in the automotive aftermarket vertical, delivering largest monthly revenue customer in company's history.
- Increased monthly revenues from \$150,000 to \$854,000.

PROCTER AND GAMBLE COMPANY**1983–2000****Sales Director, P&G, San Juan, Puerto Rico (1999–2000)**

Managed the P&G portfolio of brands representing over \$180 million in annual shipments and a 60 people plus sales organization. The key objective of this assignment was to integrate all functions into the North American business unit. Core accountabilities included developing customer teams that could be integrated into the dedicated U.S. teams, realignment of the retail coverage program to align with U.S. standards, integration of brands to the North American platform, transition of the IT infrastructure to SAP, and the education of U.S. category managers on the Puerto Rico market dynamics.

Customer Business Development Manager, Baltimore, MD (1997–1999)

Directed sales of the color cosmetic portfolio, which included Cover Girl, Max Factor, and Oil of Olay in regional food, drug, and mass customers. Selling organization consisted of 4 line managers and 36 account managers responsible for headquarter sales. Core accountabilities included development of customer plans, team development, customer calls, new initiative sell-in, and delivering volume objectives in excess of \$85 million. In addition this role was responsible for the 1,200-person retail merchandising organization that consisted of one account executive, 14 account managers, 120 part-time supervisors, and over 1,000 geographically dispersed part-time merchandisers.

Associate Director, Marketing, Baltimore, MD (1994–1997)

Promoted to lead a new multi-functional "think tank" group to fully understand how consumers shop color cosmetics at point of sale and to develop affordable in-store merchandising systems to improve the shopper's ability to select right shade and right product thus giving P&G competitive advantage at point of sale. The team consisted of direct reports from sales, brand, package engineering, procurement and market research.

Account Executive, Walmart, Fayetteville, AR (1991–1994)

Led the development, deployment, and execution of customer specific programs designed to grow P&G share of the Walmart Cosmetic category.

Regional Manager, Noxell Corporation, Atlanta, GA (1989–1991)

(Procter & Gamble purchased Noxell Corporation in 1989)

Led a 4-state area with \$13 million in shipments consisting of one unit manager, two key account managers and 10 sales representatives. The Atlanta region was one of two developmental regions in the country that included unit manager responsibilities.

Unit Manager, Noxell Corporation, Birmingham, AL (1987–1989)

Responsible for the development of four sales representatives and the growth of Noxell brands in key customers such as Bruno's, Big B, and Harco Drug.

Key Account Manager, Noxell Corporation, Jacksonville, FL (1985–1987)

Responsible for the profitable growth of Winn Dixie, Albertson's-Orlando, and Sav-a-Stop

Sales Representative, Noxell Corporation, Winston-Salem, NC (1983–1985)

WINSTON-SALEM MERCHANTS ASSOCIATION

Director, Community Affairs, Winston-Salem, NC

1981–1983

Education

BS, Business Administration, Wingate University, Wingate, NC, 1981



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 13, 2016

Submitted by:

Lance Blasi

Department

Building Inspection

Phone

271-6882

ACTION REQUIRED:

Approval of a resolution declaring a structure to be a nuisance and setting a public hearing for the condemnation of said structure located at 1204 Northeast Fillmore Street.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



MEMO



To: Mayor Bob McCaslin, City Council
From: Troy Galloway, AICP, Community & Economic Development Director
CC Date: 12/13/2016
Re: 1204 NE Fillmore Street Condemnation

Ownership:

Shown last owner: Linda Faye Williams
PO Box 357
Pea Ridge, Arkansas 72751
Address given to the Fire Department by the owner:
Linda Williams
2267 Goff Ridge Road
Pineville, Missouri 64856

Subject property information: WA Burks Addition, Block 15, Lots 3 and 4 (0.34 acres)
County Tax Parcel: 01-04625-000

History:

Pictures taken on 9/8/16



Pictures taken on 11/28/16



Electric meter pulled by the Fire Department due to fire 9/8/16

Enforcement:

A notice for unsightly conditions was sent on 11/1/16 with a follow up letter sent on 11/28/16. Attempts to contact the owner via a phone number (417-435-2803) provided by the Fire Department indicate that this number has been disconnected. A dumpster was set on site during the week of 11/7/16 but no action has been taken to place any of the debris in the dumpster as of 11/29/16.





RESOLUTION NO. _____

**A RESOLUTION DECLARING A STRUCTURE AT 1204 NORTHEAST
FILLMORE STREET TO BE A NUISANCE AND SETTING A PUBLIC
HEARING**

WHEREAS, the Bentonville City Code provides a process to allow this body to declare a structure to be a nuisance; and,

WHEREAS, the Council has been informed that a structure located at 1204 NE Fillmore Street and owned by Linda Williams is unfit for human use or habitation because of dilapidation, defects increasing the hazards of fire or accidents, or structural defects or other conditions which render such structure unsafe or dangerous for either the residents of the structure or the neighborhood due to a structure fire destroying the home and creating an unsafe and unsightly condition on this property.

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

Section 1. The structure located at 1204 NE Fillmore Street and owned by Linda Williams is hereby declared to be a nuisance.

Section 2. A hearing is set for January 24, 2017 regarding the property described in Section 1. Notice shall be given to the property owner as provided in the City Code. The property owner may appear at the hearing and provide evidence to the Council regarding the condition of the property and why it should not be condemned.

Section 3. That this resolution should be in full force and effect from and after the date of its passage.

Approved this _____ day of _____, 2016.

BOB McCASLIN, Mayor

ATTEST:

LINDA SPENCE, City Clerk



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 13, 2016

Submitted by:

Ed Wheeler

Department

Administration

Phone

271-3191

ACTION REQUIRED:

Request City Council approve the change to the City's Personal Policy, Chapter 6, Section 6.2. referring to the Federal Family and Medical Leave Act (FMLA). The enclosed change more closely aligns the City policy with the Federal Regulation Title 29, Part 825 FMLA regulations, specifically as it pertains to the entitlement and duration of Family and Medical Leave.

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.

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PLEASE RECYCLE



6.2 Family and Medical Leave Act (FMLA)

- 6.2.1 **Family Medical Leaves.** The Family Medical Leave Act (FMLA) is a federal leave law that is governed by the U.S. department of Labor (DOL) and is detailed in the US Code of Federal Regulations Title 29, Part 825. Basically, the FMLA provides up to 12 weeks of “job-protected” leave for certain qualifying absences taken by a qualified employee. Only eligible employees can be granted FMLA leave. FMLA can be used for the treatment of a serious health condition, or to care for a child after birth, adoption or foster placement, including time taken by an employee to help his spouse recover from childbirth. These serious health or medical conditions can be those of the employee, their legal spouse, their biological parent, their biological child or legal step-child (the City has chosen to include children or stepchildren regardless of age). Approval of requests for exception to this policy can only be granted with written approval by the Mayor.

Not all health and medical conditions are covered by the FMLA. If eligible and qualified, employees may be placed on FMLA (job protected leave) and can use their accrued sick pay, accrued compensatory time, or accrued vacation time to have income while they are off on FMLA leave. Once they have exhausted their “paid” options, they will be placed on “unpaid” leave for the duration of their FMLA.

- 6.2.2 **Sick Leave – Non FMLA.** If the employee’s health condition is not “serious” and does not qualify for an FMLA leave, they will NOT be placed on FMLA leave, however, they can be placed on “sick leave” and can use their accrued sick pay, accrued compensatory time off, and their accrued vacation to have income while they are off on sick leave. Once they have exhausted their “paid” options, it is up to the discretion of the City whether to allow them to take an unpaid leave of absence. However, if the unpaid leave of absence is approved, it will not exceed 60 calendar days. In all cases, a doctor’s note will be required upon the employee’s return to work.
- 6.2.3 **Eligibility.** To be eligible for FMLA, the employee can be a full-time or part-time employee. They must have been employed by the city for at least 12 months, and during the preceding 12 months prior to their request, they must have worked at least 1250 hours. For employees with “broken service” (prior periods of employment with the City), their eligibility starts when they were last rehired by the City

6.2.4

6.2.4.1 Basic Leave Entitlement. For employees eligible for continuous FMLA, leave time is limited to 12 calendar weeks, regardless of the number of hours the employee normally works per week.

6.2.4.2 Intermittent Leave Entitlement Intermittent FMLA allows qualified employees to take FMLA leave on an intermittent basis, in quantities as small as one (1) hour increments. Intermittent FMLA leave time is calculated using the average work hours per week X 12 weeks. The average number of hours per week is calculated by looking at the employees past 12 month work history and calculating total hours worked (less overtime) divided by 52 weeks. For example, an employee who works and average of 40 hours per week would be entitled to 480 hours of Intermittent FMLA. Shift firefighters working 60 hours per week would be entitled to 720 hours of Intermittent FMLA. For part-time employees (working more than 1250 hours in the preceding 12 months) the calculation would take the average number of hours worked per week in the past 12 month x 12 weeks.

6.2.5 Leave Designations. Employees can be placed on FMLA via two routes; (1) the eligible employee requests to be placed on FMLA leave or (2) the City designates the employee's leave to be FMLA. Upon receipt of an employee's request for FMLA, the City will notify the employee (in writing) whether their leave is approved or denied. If the City designates the leave to be FMLA, they will also notify the employee (in writing) that their leave has been designated as FMLA leave. Whether or not FMLA notice was given by the employee or the City, it will always be assumed that an absence due to a serious medical condition or birth/adoption/foster care as defined above will be treated as an FMLA leave.

6.2.6 Insurance. If an employee is covered under the City's health insurance plan, and is on an approved FMLA Leave, and is in an unpaid status, he/she will remain in an "active" status, which means that the City will pay the employer's portion of the health insurance premium. The employee will be responsible for his/her portion of the premium. No vacation or sick leave will be accrued while the employee is in an unpaid leave status.

6.2.7 Job Protection. Under the FMLA, when an eligible employee is on an FMLA leave, the City is required to hold open the employee's original or an equivalent position with equivalent pay and benefits, for 12 weeks, or the equivalent number of work hours if taking Intermittent FMLA. Once those 12 weeks (or designated Intermittent FMLA hours) have expired and if the employee has not returned, the FMLA Leave will be considered ended. After the FMLA leave has expired, if the employee still has accrued sick leave, accrued compensatory time off, or accrued vacation, they will be allowed to

remain on leave (with full job protection) in one of these categories until they have exhausted all their paid leave entitlements. After the employee exhausts all these paid leave entitlements, it is up to the discretion of the City whether to allow the employee to remain on an unpaid leave of absence. However, if the unpaid leave of absence is approved, it will not exceed 60 calendar days. In all cases, a doctor's note will be required upon the employee's return to work.

- 6.2.8 **Reasonable Accommodation.** At the end of the FMLA leave, the city will determine whether it can continue to hold the position open as a "Reasonable Accommodation" under the Americans with Disabilities Act (ADA). For this to be an option, the employee would have to be eligible under the ADA for consideration for a reasonable accommodation.

Additional unpaid leave in accordance with the ADA will be considered if the leave would constitute a "reasonable accommodation" AND if the employee is otherwise qualified and requests the additional unpaid leave in writing. At the end of the FMLA leave, if the employee is (a) otherwise qualified, (b) requests the unpaid leave in writing, (c) the leave is deemed a reasonable accommodation, and (d) the leave is approved by the City, the City will continue to pay the employer's portion of the health insurance premium, if covered by the city's insurance. The employee will be responsible for his/her portion of the premium. If an employee returns to work during the second pay period of the payroll month, the City will pay the City's portion of the health insurance premium for both pay periods of that month.

- 6.2.9 **Outside Employment.** Employees who are out on FMLA leave or Workers Compensations Leave, whether paid or unpaid, are prohibited from taking employment with any other employer or engaging in self-employment unless they obtain the written approval of their department head or manager.

Normally, these requests will only be approved where the employee had requested and is eligible (as defined by their physician) for "light duty" work and the City does not have any light duty work to offer. In this case, the employee may accept outside employment or self-employment, with the written approval of their department head or manager, as long as the duties and responsibilities of the light-duty work performed do not exceed the employee's work restrictions as defined by their physician. Employees who are found working outside the scope of this policy are subject to termination of their employment with the City.

6.3 Doctor's Certificate And Return to Work. Both hourly and salaried employees are required to provide a doctor's certificate or "note" in the form of a release for return to work, if they are off for medical reasons more than 24 consecutive work hours (except firefighters for whom it would be 72 consecutive work hours), including long term FMLA leaves. If the absence of more than the three work days is for family illness, a doctor's certificate from the family member's doctor is required. These requirements for doctors' notes apply regardless of the medical reason for the absence, including injuries and

pregnancy. Failure to provide a doctor's note may result in a loss of pay for the time off. Employees are required to return to work on the day stated in the doctor's release unless they request and receive advance approval for vacation time or compensatory time off. Failure to return as stated will be interpreted as a resignation by the employee, based on the three-day/no call resignation policy stated in section 4.2.

6.4 Light Duty. There may be an opportunity for an employee to come back to work in a "Light Duty" or "Limited Duty" status. This **IS NOT** a guaranteed option for employees. Light or limited duty will only be considered if (a) there is light or limited duty work available, (b) if the department manager approves the light or limited duty, and (c) if the employee's physician will allow the employee to work on a light or limited basis. Light or limited duty can consist of a change in duties or limited work hours. In order for the employee to work in a light or limited capacity, the **EXACT** light or limited duties and/or hours must be provided to the employee's physician (in writing) and their approval must be based on this data. Once started, a light or limited duty situation can be ended at any time by the employee, the department manager, or the employee's physician.

6.5 Maximum Medical Improvement. There may come an instance when an employee on a medical leave or absence, with either a work-related injury or a non work-related injury, reaches Maximum Medical Improvement (MMI) and is no longer able to return to their former employment. Reaching MMI would need to be established by a physician and would also need to be presented to the City in writing. Upon receipt of a written notice indicating that the employee has reached MMI, the City would take the following steps.

ORDINANCE NO. _____

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

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

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

PASSED and APPROVED this ____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 13, 2016

Submitted by:

Ed Wheeler

Department

Administration

Phone

271-3191

ACTION REQUIRED:

Request the City Council approve the attached changes to the 2017 City Pay Plan. These changes are all part of the recently approved 2017 City Budget, and are reflected within each department's 2017 budget numbers. The attached listing reflects a "Roll Up" of those changes that will be incorporated into the 2017 Pay Plan.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



2017 City of Bentonville Pay Plan Changes

New Positions

Police Officer I/II	4 Positions
Police Clerk I/II	1 Position
Firefighter	10 Positions
Powerline Electricians	4 Positions
Water Distribution Specialist	1 Position
Water Distribution Technician	1 Position
WW Collection Specialist	1 Position
Accounting Specialist	1 Position
Total New Positions;	23 Positions

Existing Position Changes

Change Water Dept. Foreman from Grade 21 to Grade 22

Change the WW Collection Foreman from Grade 21 to Grade 22

Change One (1) Parks Crew Leader (Grade 19) to a Parks Foreman (Grade 21)

Change One Parks Maintenance Worker I/II/III (Grade 14/15/16) to a Parks Foreman (Grade 21)

“Add Pay” Changes

**Change HAZMAT Team Specialist from \$57.69/Pay Period to \$75.00/
Pay Period**

**Change HAZMAT Team Technician from \$28.85/Pay Period to
\$75.00/Pay Period**

**Change HAZMAT/TRT Coordinator from \$80.77/Pay Period to \$100.00/
Pay Period**

Change TRT (Special Ops) from \$47.86/pay period to \$75.00/Pay Period

Change Stand-By Pay from \$15.00/Daily to \$30.00/daily

Add “Bi-Lingual” Add Pay of \$100/Pay Period

General Changes

Add 1.5% Cost of Living Allowance (COLA)

Add a 1.5% Merit Increase Amount

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING CERTAIN AMENDMENTS
TO THE 2017 PAY PLAN FOR THE CITY OF
BENTONVILLE, ARKANSAS.**

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

Section 1: That certain amendments to the City of Bentonville Pay Plan should be,
and the same are hereby approved, as attached hereto as Exhibit "A"

PASSED and APPROVED this ____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	15-44
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 13, 2016

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of Mayor McCaslin's recommendation to appoint Craig Gilbert and Michelle Malashock and reappoint Courtney Schaefer to the Parks and Recreation Advisory Board.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: December 13, 2016
Re: City Council approval of Mayor McCaslin's recommendation to appoint Craig Gilbert and Michelle Malashock, and reappoint Courtney Schaefer to the Parks and Recreation Advisory Board.

Parks and Recreation Staff seeks approval of the appointment of two new members, as well as the reappointment of one current members to the Parks and Recreation Advisory Board (PRAB). The PRAB is comprised of nine (9) members and one (1) City Council Member. PRAB Member terms are three years in length and members are able to serve two (2) consecutive terms. By ordinance, the Mayor recommends potential members to the City Council for approval.

In October, Staff began advertising openings for this board. During the six week advertising period, a total of 18 residents applied for the vacant positions. Each new applicant received an interview.

After interviewing each candidate, I forwarded our recommendations to the Mayor for his appointment. Courtney Schaefer was selected to return to the board and serve her second term. Craig Gilbert and Michelle Malashock will replace Tom McCoy and Tregg Brown. McCoy and Brown's term(s) end December 31 after six (6) years of service to Parks and Recreation. Mr. Gilbert comes to the board as a lifelong resident of Bentonville with experience in our parks system as a participant, parent and volunteer in multiple program. Mrs. Malashock is a member of the Bentonville Community Center, and a regular participant in our running and cycling programs. Both new members should prove to be valuable assets to our department as we move forward.

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

Attachments:
New Member Applications



December 8, 2016

To: City Council Members & City Clerk
From: Mayor Bob McCaslin
Subject: Appointment of Craig Gilbert and Michelle Malashock to the City of Bentonville's Parks and Recreation Advisory Board.

I recommend Craig Gilbert and Michelle Malashock for appointment to the City of Bentonville's Parks and Recreation Advisory Board. Both members' terms will expire on December 31, 2019.

Bob McCaslin



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

FOR OFFICE USE ONLY

Board / Commission Appointed to:

Date of Appointment:

Term Expires:

Terminate:

Replaced:

APPLICANT INFORMATION

Name

If married, spouse's name:

Home Address

City Zip Code

Home/Cell Phone

Business Phone

Email Address

Occupation

Employer

Length of Residency in Bentonville

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

REFERENCES

Name

Phone

Email

Name

Phone

Email

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

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

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

Trying to keep up with my very active 10 year old by utilizing all that the city offers for activities gives me a level of expertise in the subject matter of Parks and Rec.
Assisting in running The Walmart Museum as the liaison of a small consulting agency gives me a vested interest in the success of the community as a whole. Having a voice in the A&P Commission makes good sense to me.

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

As a sixth generation Bentonville resident and an employee of a small business, I know I can contribute to our successes.

RETURN THIS APPLICATION TO: Mayor's Office, 117 West Central, Bentonville, ar 72712 or email to jhopkins@bentonvillear.com.
If you have any questions, call 271-3112.

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

RECEIVED SEP 27 2010



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

FOR OFFICE USE ONLY

Board / Commission Appointed to:

Date of Appointment:

Term Expires:

Terminate:

Replaced:

APPLICANT INFORMATION

Name: Michelle Malashock
If married, spouse's name: Ryan Malashock
Home Address: [REDACTED]
City: Bentonville Zip Code: 72712
Home/Cell Phone: [REDACTED]
Business Phone: [REDACTED]
Email Address: [REDACTED]
Occupation: Executive Communications
Employer: Walmart
Length of Residency in Bentonville: 2 years

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

REFERENCES

Name: Jake Newell
Phone: [REDACTED]
Email: [REDACTED]
Name: Lee Culpepper
Phone: [REDACTED]
Email: [REDACTED]

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

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

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

I am an avid user of Bentonville parks and recreation programs and facilities, dating back to before I moved to Bentonville in 2014. I'm a daily user of the trail system, a member of the Community Center and I have participated in Parks & Rec programs like Run Bentonville and the Half Marathon Training Series. As a former president of the Jewish synagogue in Bentonville, Congregation Etz Chaim, I have experience engaging with the community, listening to feedback and recommending solutions for improvement. I am an active and committed volunteer as well, including leadership work for the Jewish Federation of Arkansas, the Cystic Fibrosis Foundation, Girls Bike Bentonville and the Rampy MS Research Foundation.

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

I have a vested interest in seeing the city maintain its level of excellence in our Parks & Recreation programs. Bentonville has fantastic P&R programming and facilities, but there is always room for improvement. I also consider Bentonville my forever home. Bentonville has provided me and my husband a fantastic way of life, and I would like the opportunity to give back to the city and have a hand in shaping its future.

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

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



December 8, 2016

To: City Council Members & City Clerk
From: Mayor Bob McCaslin
Subject: Reappointment of Courtney Schaefer to the City of Bentonville's
Parks and Recreation Advisory Board.

I recommend Courtney Schaefer for reappointment to the City of Bentonville's
Parks and Recreation Advisory Board. Ms. Schaefer's term will expire on
December 31, 2019.

Bob McCaslin

Janice E. Hopkins

From: Courtney Schaefer [REDACTED]
Sent: Tuesday, September 27, 2016 8:11 PM
To: David Wright
Subject: Parks & Rec Board

David-

I am interested in continuing to serve on the PRAB.

Thanks,
Courtney

Sent from my iPhone



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 13, 2016

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of an ordinance waiving competitive bidding for chlorine at the Melvin Ford Aquatic Center, the Fountains at Lawrence Plaza, the fountain at the Downtown Square and the Bentonville Community Center.

COST TO CITY:

Cost of this Request: \$56,000

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>11/28/2016</u>		
Requested by:	<u>Lee Farmer</u>		
Department:	<u>Parks and Recreation</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u></u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Walden Chemical / Blue Water Pool</u>		
<u></u>			
<u></u>			
Amount:	Base Amount:	\$	<u>56,000.00</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>56,000.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Bentonville Parks and Recreation's aquatic facilities use an Accutab chlorination system. This system is used because of the cleanliness of the chlorine and the water quality it produces. The type of chlorine used in Accutab system is PPG Chlorine Tablets. Walden Chemical / Blue Water Pools is only distributor of PPG Chlorine in Arkansas.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-18-99			

Memo



To: City Council, Mayor McCaslin
From: Lee Farmer, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: November 28, 2016
Re: City Council approval of an ordinance waiving competitive bidding for chlorine for Melvin Ford Aquatic Center, Fountains at Lawrence Plaza, the Downtown Square, and the Bentonville Community Center.

Parks and Recreation is seeking City Council's approval of an ordinance waiving competitive bidding for chlorine for Melvin Ford Aquatic Center, the Community Center Pools, and the Fountains at Lawrence Plaza and the fountain at the Downtown Square. PPG Chlorine tablets are the types of chlorine compatible with the Accutab chlorinators used at our facilities. We selected PPG several years ago over other companies because of the cleanliness of PPG. Once this ordinance is approved, chlorine will be purchased from Walden Chemical of Little Rock, which is the only authorized dealer of PPG Chlorine in Arkansas.

Parks and Recreation projects spending \$56,000.00 annually on PPG Chlorine to supply all of our facilities that require chlorination. Approximately \$32,000.00 will be spent for PPG Chlorine for our outdoor facilities and an additional \$23,000.00 is estimated for PPG Chlorine for the Bentonville Community Center.

In addition to chlorine, approximately \$27,000.00 is spent on chemicals such as bicarbonate, muriatic acid, stabilizer, and algaecide. Parks and Recreation gathers quotes and purchases locally as much as possible for these types of chemicals.

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

Attachments:

Bid Waiver Request Form

Walden Chemical dba Blue Water
Pools
4201 S. Shackleford Rd, Suite B
LITTLE ROCK, AR 72204
(501) 812-0011
www.bluewatercas.com

Estimate



Bentonville Parks & Rec
Attn: David Wright
215 SW A Street
Bentonville, AR 72712

Bentonville Parks & Rec
Bentonville Parks &
Recreation
401 N. E. Moberly
Bentonville, AR 72712

1280	11/28/2016
------	------------

P.O. NUMBER

2017 Chlorine

200	100:101 Accu-Tabs - 55 lb Pail	142.60	28,520.00T
1	4025 Freight - Outbound	796.58	796.58T
SUBTOTAL			29,316.58
TAX (9.5%)			2,785.08
TOTAL			\$32,101.66

Accepted By

Accepted Date

Please make checks payable to BlueWater Pools.

Walden Chemical dba Blue Water
Pools

4201 S. Shackleford Rd, Suite B
LITTLE ROCK, AR 72204
(501) 812-0011
www.bluewatercas.com

Estimate



Bentonville Community
Center
1101 SW Citizens Circle
Attn: Monte
Bentonville, AR 72712

Bentonville Community
Center
1101 SW Citizens Circle
Attn: Monte
Bentonville, AR 72712

1279	11/28/2016
------	------------

144	100:101 Accu-Tabs - 55 lb Pail	142.60	20,534.40T
1	4025 Freight - Outbound w/liftgate	845.48	845.48T
SUBTOTAL			21,379.88
TAX (9.5%)			2,031.09
TOTAL			\$23,410.97

Accepted By

Accepted Date

Please make checks payable to BlueWater Pools.

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE
CITY CLERK TO ENTER INTO AN AGREEMENT FOR
THE PURCHASE OF CHLORINE FOR CERTAIN PARKS
FACILITIES AND WAIVING THE REQUIREMENT OF
COMPETITIVE BIDDING.**

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of chlorine for the Bentonville Community Center, the Melvin Ford Aquatic Center, the Downtown Square and the Fountains at Lawrence Plaza as per the Proposal attached hereto as Exhibit A.

Section 2: Because PPG Chlorine is the required product for the equipment at these facilities and because Walden Chemicals is the sole authorized dealer for PPG Chlorine in Arkansas, making it a single source item, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 13, 2016

Submitted by:

Mike Bender

Department

Public Works Director

Phone

271-6873

ACTION REQUIRED:

Staff recommends Council approval of Change Order No. 1 to the Utility Agreement with the Arkansas State Highway Commission for construction of water line relocations associated with AHTD Project No. CA0902 - Interstate 49 Widening and Interchange Improvements, Hwy 62/102 - Hwy 72. This change order recognizes the bid award to Fochtman Enterprises, Inc. for the water relocations and adjusts the agreement to reflect the actual contract prices.

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: Mike Bender

CC:

Date: December 1, 2016

Re: Bid Award to Fochtman Enterprises, Inc. for water relocations associated with AHTD Project CA0902 I-49 Widening and Interchange Improvements, Hwy 62/102 – Hwy 72

This memo addresses three Council items:

1. Staff recommends approval of Change Order No. 1 to the agreement with Arkansas State Highway Commission for water relocations associated with AHTD's Project No. CA0902 I-49 Widening and Interchange Improvements between Hwy 62/102 and Hwy 72. This change order recognizes the actual bid for construction received from Fochtman Enterprises, Inc. in the amount of \$110,170.00 and amends the agreement to reflect such in place of engineering estimate and revises the reimbursement factor from 97.01% to 96.37%.
2. Staff recommends awarding bid No. 2016-50 to Fochtman Enterprises, Inc. in the amount of \$110,170.00 for construction of water relocations associated with the AHTD Job No. CA0902 – Interstate 49 Widening and Interchange Improvements, Hwy 62/102 – Hwy 72.
3. Associated Budget Adjustment.

This AHTD project includes widening I-49 with inside lanes between Hwy 62/102 and Hwy 72 similar to current projects under construction on I-49. In addition to the inside lanes, this project will actually include additional improvements to I-49 between Hwy 62/102 and SE Walton, improvements to Hwy 62/102 west to Moberly Lane, and improvements to Hwy 72 east and west of I-49. AHTD acquired additional right-of-way along Hwy 62/102 and Hwy 72 to accommodate this project. The City has water infrastructure located within the proposed additional rights-of-way and need to relocate said utilities outside of the newly acquired right-of-way. The City's work will be reimbursable in accordance with AHTD's Utility Accommodation Policy. The actual construction bid adjusts the reimbursement figure to 96.37%. The final reimbursement factor will be determined at the completion of the project. Both engineering services and construction qualify for reimbursement.

Thank you for your consideration of this request.

**ARKANSAS STATE HIGHWAY COMMISSION
UTILITY CHANGE ORDER**

UTILITY City of Bentonville Water Utilities CHANGE ORDER NO. One
 JOB NO. CA0902 FAP NO. 9991 JOB NAME Hwy. 62/102 - Hwy. 72
 ROUTE 49 SECTION 29 (Widening & Intchng. Impvts.) (S)
 COUNTY Benton

DESCRIPTION OF CHANGE:

See "Exhibit A."

REASON FOR CHANGE:

See "Exhibit A."

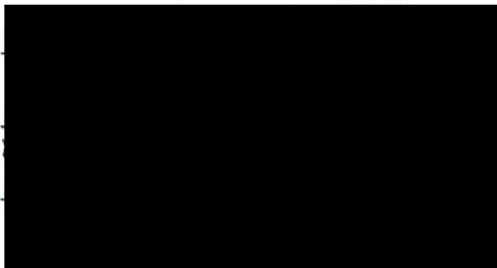
Item Description	Present Amount	Revised Amount	Increase (Decrease)
Construction	\$97,415.00	\$106,170.00	\$8,755.00
Concrete Cap over 12" Water Line	\$3,000.00	\$4,000.00	\$1,000.00
Engineering, Construction	\$12,350.00	\$12,350.00	\$0.00
TOTALS	\$112,765.00	\$122,520.00	\$9,755.00

COMPUTATION OF REIMBURSABLE AMOUNT:

Total Construction Cost: \$110,170.00
 Revised Construction Cost (Less Non-Reimb.): \$106,170.00

Reimbursable Percentage: 96.37%
Original Percentage: 97.01%

Present Amount	\$112,765.00	Reimb.	97.01%	\$109,393.33
Revised Amount	\$122,520.00	Reimb.	96.37%	\$118,072.52
Overrun				\$8,679.19



Date 11/11/16

Date 11/11/16

Date 11/28/16

Handwritten signature/initials

ARKANSAS STATE HIGHWAY COMMISSION

UTILITY CHANGE ORDER

JOB CA0902

City of Bentonville Water Utilities – Change Order One

EXHIBIT "A"

Description of Change:

1. Increase Construction cost from original estimate of \$97,415.00 to the certified low bid amount of \$106,170.00. This results in a net increase of \$8,755.00.
2. Increased Concrete Cap over 12" water line construction cost from the original estimate of \$3,000.00 to the certified low bid amount of \$4,000.00. This results in a net increase of \$1,000.00.

Reason for Change:

1. The Construction cost was revised to reconcile the estimated cost with the actual low bid.
2. The Concrete Cap over 12" water line construction cost was revised to reconcile the estimated cost with the actual low bid.

The total construction cost increased from the original estimated amount of \$100,415.00 to the actual bid amount of \$110,170.00, a net increase of \$9,755.00.

The reimbursement factor has been revised from the original of 97.15 percent (\$97,415.00/\$100,415.00) to reflect the actual bid costs.

Revised Reimbursement Percentage: $\$106,170.00/\$110,170.00 = 96.37\%$



CHECK ALL THAT APPLY			
X	Bid Award	Bid #	16-50
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 13, 2016

Submitted by:

Mike Bender

Department

Public Works Dir

Phone

271-6873

ACTION REQUIRED:

Staff recommends Council award bid No. 2016-50 to Fochtman Enterprises, Inc. for water line relocations associated with AHTD Job No. CA0902 - Interstate 49 Widening and Interchange Improvements, Hwy 62/102 - Hwy 72 in an amount of \$110,170.00. This project qualifies for 96.37% reimbursement from AHTD.

COST TO CITY:

Cost of this Request:	\$110,170
Additional Budget Amount	\$110,170

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	-
Funds Expended to Date		-
Remaining Budget		-
Budget Adjustment		110,170
Remaining After Adjustment	\$	110,170

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: Mike Bender

CC:

Date: December 1, 2016

Re: Bid Award to Fochtman Enterprises, Inc. for water relocations associated with AHTD Project CA0902 I-49 Widening and Interchange Improvements, Hwy 62/102 – Hwy 72

This memo addresses three Council items:

1. Staff recommends approval of Change Order No. 1 to the agreement with Arkansas State Highway Commission for water relocations associated with AHTD's Project No. CA0902 I-49 Widening and Interchange Improvements between Hwy 62/102 and Hwy 72. This change order recognizes the actual bid for construction received from Fochtman Enterprises, Inc. in the amount of \$110,170.00 and amends the agreement to reflect such in place of engineering estimate and revises the reimbursement factor from 97.01% to 96.37%.
2. Staff recommends awarding bid No. 2016-50 to Fochtman Enterprises, Inc. in the amount of \$110,170.00 for construction of water relocations associated with the AHTD Job No. CA0902 – Interstate 49 Widening and Interchange Improvements, Hwy 62/102 – Hwy 72.
3. Associated Budget Adjustment.

This AHTD project includes widening I-49 with inside lanes between Hwy 62/102 and Hwy 72 similar to current projects under construction on I-49. In addition to the inside lanes, this project will actually include additional improvements to I-49 between Hwy 62/102 and SE Walton, improvements to Hwy 62/102 west to Moberly Lane, and improvements to Hwy 72 east and west of I-49. AHTD acquired additional right-of-way along Hwy 62/102 and Hwy 72 to accommodate this project. The City has water infrastructure located within the proposed additional rights-of-way and need to relocate said utilities outside of the newly acquired right-of-way. The City's work will be reimbursable in accordance with AHTD's Utility Accommodation Policy. The actual construction bid adjusts the reimbursement figure to 96.37%. The final reimbursement factor will be determined at the completion of the project. Both engineering services and construction qualify for reimbursement.

Thank you for your consideration of this request.



2049 E. Joyce Blvd.
Suite 400
Fayetteville, AR 72703

TEL 479.527.9100
FAX 479.527.9101
www.GarverUSA.com

October 11, 2016

Mike Bender, P.E.
City of Bentonville
117 W. Central Avenue
Bentonville, Arkansas 72712

Re: Hwy 62/102 – Hwy 72 Water Line Relocations (AHTD Job CA0902)
Recommendation of Award

Dear Mr. Bender:

Bids were received for the Hwy 62/102 – Hwy 72 Water Line Relocations (AHTD Job CA0902) at City of Bentonville Purchasing Office at 1:00 p.m. on October 11, 2016. The bid has been checked for accuracy and for compliance with the contract documents. A tabulation of the bid received is enclosed with this letter.

One bid was received on the project from Fochtman Enterprises, Inc. The bid was submitted in the amount of \$110,170.00. The engineer's opinion of probable construction cost for this work was \$100,415.00.

We believe that the bid submitted by Fochtman Enterprises, Inc. represents a good value for City of Bentonville. We recommend that the construction contract for this project be awarded to Fochtman Enterprises, Inc.

Please call me if you have any questions.

Sincerely,

GARVER, LLC



Larry Gregory, P.E.
Project Manager

Attachments: Bid Tabulation

L:\2015\15048180 - Bentonville AHTD Job CA0902\Bidding\Recommendation of Award\Bender 2016-10-11 CA0902
Recommendation of Award.docx



Bentonville Hwy 62/102 -- Hwy 72 Widening Inchange Water Line Relocations
(AHTD Job C40902)
Bid 16-50
City of Bentonville, Arkansas
Bid Opening - October 11th, 2016

Fochtman Enterprises, Inc.

Engineer's Estimate

#	Description	Estimated Quantity	Unit	Unit Price	Total	Unit Price	Total
1	Mobilization and Demobilization	1	LS	\$4,700.00	\$ 4,700.00	\$5,000.00	\$ 5,000.00
2	Erosion Control	1	LS	\$1,400.00	\$ 1,400.00	\$2,500.00	\$ 2,500.00
3	Trench Excavation and Safety	1	LS	\$1,400.00	\$ 1,400.00	\$1,500.00	\$ 1,500.00
4	Traffic Control	1	LS	\$1,800.00	\$ 1,800.00	\$1,600.00	\$ 1,600.00
5	Bonds and Insurance	1	LS	\$950.00	\$ 950.00	\$3,000.00	\$ 3,000.00
6	12" C900 PVC Water Line	340	LF	\$100.00	\$ 34,000.00	\$60.00	\$ 20,400.00
7	8" C900 PVC Water Line	26	LF	\$65.00	\$ 1,690.00	\$45.00	\$ 1,170.00
8	12"x12" Tapping Sleeve and Valve	2	EA	\$8,000.00	\$ 16,000.00	\$5,800.00	\$ 11,600.00
9	8" Gate Valve	1	EA	\$1,600.00	\$ 1,600.00	\$2,000.00	\$ 2,000.00
10	Ductile Iron Fittings	1,200	LBS	\$9.00	\$ 10,800.00	\$17.00	\$ 20,400.00
11	16" Steel Casing	20	LF	\$150.00	\$ 3,000.00	\$245.00	\$ 4,900.00
12	4"x20" Concrete Cap	1	LS	\$3,000.00	\$ 3,000.00	\$4,000.00	\$ 4,000.00
13	Abandon and Flowable Fill Existing 12" Water Line	305	LF	\$15.00	\$ 4,575.00	\$20.00	\$ 6,100.00
14	Undercut and Granular Backfill	100	CY	\$35.00	\$ 3,500.00	\$30.00	\$ 3,000.00
15	Rock Excavation	20	CY	\$150.00	\$ 3,000.00	\$350.00	\$ 7,000.00
16	All other work as defined in the Contract Document, including pavement repair, site work, construction staking, water line installation, testing, coordination and other incidental construction.	1	LS	\$9,000.00	\$ 9,000.00	\$16,000.00	\$ 16,000.00
Total Base Bid				\$	100,415.00	Total Base Bid	\$ 110,170.00





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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 13, 2016

Submitted by:

Mike Bender

Department

Public Works Director

Phone

271-6873

ACTION REQUIRED:

Budget Adjustment to front costs for award of contract to Fochtman Enterprises, Inc. in the amount of \$110,170.00 for construction of water utility relocations associated with the Utility Agreement with the Arkansas State Highway Commission for AHTD Project No. CA0902 - Interstate 49 Widening and Interchange Improvements, Hwy 62/102 - Hwy 72.

COST TO CITY:

Cost of this Request: \$110,170

Additional Budget Amount \$110,170

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$ -
Funds Expended to Date	-
Remaining Budget	-
Budget Adjustment	110,170
Remaining After Adjustment	\$ 110,170

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: Mike Bender

CC:

Date: December 1, 2016

Re: Bid Award to Fochtman Enterprises, Inc. for water relocations associated with AHTD Project CA0902 I-49 Widening and Interchange Improvements, Hwy 62/102 – Hwy 72

This memo addresses three Council items:

1. Staff recommends approval of Change Order No. 1 to the agreement with Arkansas State Highway Commission for water relocations associated with AHTD's Project No. CA0902 I-49 Widening and Interchange Improvements between Hwy 62/102 and Hwy 72. This change order recognizes the actual bid for construction received from Fochtman Enterprises, Inc. in the amount of \$110,170.00 and amends the agreement to reflect such in place of engineering estimate and revises the reimbursement factor from 97.01% to 96.37%.
2. Staff recommends awarding bid No. 2016-50 to Fochtman Enterprises, Inc. in the amount of \$110,170.00 for construction of water relocations associated with the AHTD Job No. CA0902 – Interstate 49 Widening and Interchange Improvements, Hwy 62/102 – Hwy 72.
3. Associated Budget Adjustment.

This AHTD project includes widening I-49 with inside lanes between Hwy 62/102 and Hwy 72 similar to current projects under construction on I-49. In addition to the inside lanes, this project will actually include additional improvements to I-49 between Hwy 62/102 and SE Walton, improvements to Hwy 62/102 west to Moberly Lane, and improvements to Hwy 72 east and west of I-49. AHTD acquired additional right-of-way along Hwy 62/102 and Hwy 72 to accommodate this project. The City has water infrastructure located within the proposed additional rights-of-way and need to relocate said utilities outside of the newly acquired right-of-way. The City's work will be reimbursable in accordance with AHTD's Utility Accommodation Policy. The actual construction bid adjusts the reimbursement figure to 96.37%. The final reimbursement factor will be determined at the completion of the project. Both engineering services and construction qualify for reimbursement.

Thank you for your consideration of this request.





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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 13, 2016

Submitted by:

Mike Bender

Department

Public Works Dir

Phone

271-6873

ACTION REQUIRED:

Staff requests Council approval of a resolution authorizing the Mayor and City Clerk to enter into an amended lease agreement with Arkansas Affordable Homes LLC to extend the lease term until August 31, 2017.

One time amount

☐ Continuing O and M

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount \$0

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: Mike Bender

CC:

Date: December 1, 2016

Re: Amended Lease Agreement with Arkansas Affordable Homes, LLC

Staff requests Council approval of a resolution authorizing the Mayor and City Clerk to enter into an amended lease agreement with Arkansas Affordable Homes, LLC (AAH) extending the term of the current lease until August 31, 2017.

In 2014, the City sold the facilities located along SE 3rd Street to AAH as part of the relocation plan for the Street, Water Utilities, Electric and Warehouse Departments. As part of the sale, the City entered into a lease agreement with AAH to occupy the SE 3rd Street locations until its new campus was constructed. The terms in the original lease called for the current Street, Water Utilities and Sign & Signal Shops to be vacated by December 31, 2016 with the remaining facilities being vacated by March 2019. With construction anticipated to be complete by the end of June 2017 for all departments, the term of the lease is being changed to August 31, 2017. All other conditions of the lease remain the same as the original document.

Thank you for your consideration of this request.

LEASE AGREEMENT AMENDMENT

THIS AMENDMENT is entered into by and between Arkansas Affordable Homes LLC ("Landlord") and the City of Bentonville Arkansas ("Tenant") on the ____ day of _____, 2016.

The Landlord and Tenant entered into a Lease Agreement in 2014 for the premises described in the attached Exhibit A. By this document the parties agree to the following amendment to Section 1.01 of said Lease Agreement, deleting and replacing that Section with the following:

Section 1.01. Term of Lease. The term of the Lease Agreement shall end on August 31, 2017. Tenant may terminate this Lease prior to the above date upon 30 days prior notice to Landlord.

All other terms of the Lease Agreement remain unaltered by this amendment.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease Agreement Amendment to be executed by their duly authorized representatives effective the day and date first written above.

Landlord
Affordable Arkansas Homes LLC

By: _____

Tenant
City of Bentonville, Arkansas

By: _____

EXHIBIT "A"

Legal 1: (Parcel No. 01-05137-000)

Lot 2, Bentonville Municipal Addition to the City of Bentonville, Benton County, Arkansas, as shown on Plat Record 2013 at Pages 353 and 354.

Legal 2: (Parcel No. 01-10855-000)

Block R and an unnamed Block of Cotton's Addition, Block 3 of Armstrong's Subdivision of Railroad Addition, a portion of the abandoned Burlington Northern Railroad Company property, Warehouse Addition, and Rylee Addition, all in the City of Bentonville, Benton County, Arkansas, including all alleys and streets contained within the perimeter; all being more particularly described as follows: Beginning at the SW corner of Lot 6, Block 3, of Armstrong's Subdivision and run S 87°32'38" E along the South line of said Block 3, 308.34 feet to the SE corner of Lot 7, Block 3; thence along boundary as described in Record 99-9931, S 37°35'23" E 25.29 feet, S 87°06'23" E 43.82 feet, S 42°07'48" E 54.94 feet, S 87°41'26" E along a line which is the extension of the South right of way line of S.E. Fourth Street, 176.20 feet; thence leaving said boundary of Record 99-9931 and run S 37°16'45" E along the Western line of Tract 2 of said Rylee Addition, 177.87 feet to the SE corner of said Tract 2; thence N 02°23'49" E 547.73 feet to the NE corner of Block 4 of said Cotton's Addition; thence N 87°36'11" W 280.00 feet to the NW corner of said Block 4; thence N 86°24'41" W 56.89 feet to the NE corner of Warehouse Addition as Recorded at Plat Record 20 at Page 278; thence along the boundary of said Warehouse Addition, N 87°24'01" W 125.00 feet, N 86°29'54" W 234.37 feet, S 02°27'18" W 358.15 feet to the point of beginning, containing 6.28 acres, more or less.

Legal 3: (Parcel No. 01-03587-001)

Part of Lots 2, 3, 6, 7, and 10, Block "I" Orchard Addition to the City of Bentonville, Benton County, Arkansas, described as beginning at the SW corner of Lot 10 of said Block "I", thence North 250 feet; thence S 89°50'06" E 100 feet; thence South 250 feet; thence N 89°50'06" W 100 feet to the point of beginning.

Legal 4: (Parcel No. 01-01167-000)

The North 70 feet of Lot 4, Block 2, Armstrong Addition to the City of Bentonville, Benton County, Arkansas, as shown on Plat Record B at Page 98. LESS AND EXCEPT the West 7 feet of Lot 4, Block 2, Armstrong Addition AND LESS AND EXCEPT the South 3.4 feet of the North 70 feet of Lot 4, Block 2, Armstrong Addition.

Legal 5: (Parcel No. 01-01168-000)

Lot 5, Block 2 and the North 8 feet of an alley lying South of Lot 5, Block 2, Armstrong Addition to the City of Bentonville, Benton County, Arkansas, as shown on Plat Record B at Page 98.

Legal 6: (Parcel No. 01-01169-000)

Lot 6, Block 2, Armstrong Addition to the City of Bentonville, Benton County, Arkansas, as shown on Plat Record B at Page 98. LESS AND EXCEPT the South 55 feet thereof.

Legal 7: (Parcel No. 01-01170-000)

Lot 7, Block 2, Armstrong Addition to the City of Bentonville, Benton County, Arkansas, as shown on Plat Record B at Page 98. LESS AND EXCEPT the South 86 feet thereof.

Legal 8: (Parcel No. 01-01171-000)

Part of Lot 7, Block 2, Armstrong Addition to the City of Bentonville, Benton County, Arkansas, described as follows: Beginning at a point 55 feet North of the SE corner of said Lot 5, run thence North 31 feet, thence West 55.5 feet, thence South 31 feet, thence East 55.5 feet to the place of beginning.

Legal 9: (Parcel No. 01-01172-000)

The South 55 feet of Lots 6 and 7, Block 2, Armstrong Addition to the City of Bentonville, Benton County, Arkansas, as shown on Plat Record B at Page 98.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR
AND CITY CLERK TO ENTER INTO AN
AMENDED LEASE AGREEMENT WITH
ARKANSAS AFFORDABLE HOMES, LLC**

**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 amended lease agreement with Arkansas Affordable Homes, LLC as set forth in the agreement attached hereto.

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:

December 13, 2016

Submitted by:

Mike Bender

Department

Public Works Dir

Phone

271-6873

ACTION REQUIRED:

Staff requests City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an amended professional services agreement with GTS, Inc. for material testing services for the construction of the City Maintenance Facility site work located on SW 28th Street for an additional amount of \$35,687.00 not to exceed a total of \$113,887.00. Services include soils/subgrade testing, concrete/asphalt pavement testing, masonry, steel observation/testing.

COST TO CITY:

Cost of this Request: \$35,687

Additional Budget Amount \$35,687

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	78,200
Funds Expended to Date		78,200
Remaining Budget		-
Budget Adjustment		35,687
Remaining After Adjustment	\$	35,687

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



AGREEMENT FOR CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTION SERVICES

THIS AGREEMENT, effective as of this 22nd day of November 2016, is by and between City of Bentonville ("Client") and GTS, Inc. ("Engineer").

THE PROJECT is understood to consist of:

Construction of a new Bentonville Maintenance Facility in Bentonville, Arkansas.

THIS AGREEMENT is to amend the following documents by increasing the estimated overall cost of materials testing on this project by \$35,687.

- GTS Proposal No. 15-CMTP-065 (a/k/a Scope of Services);
- GTS Laboratory and Field Unit Rate Sheets; and
- General Conditions for Construction Materials Testing and Special Inspection Services

Engineer agrees to perform the Services set forth in this Agreement and in accordance with its terms, including all attachments incorporated herein by reference. This Agreement may not be modified or altered, except in writing as specifically described in this Agreement.

	<u>CLIENT:</u>	<u>ENGINEER:</u>
Signature:	_____	_____
Print Name:	_____	David A. Berry, P.E.
Title:	_____	President
Company:	City of Bentonville	GTS, Inc
Address:	305 SW "A" Street	1915 N Shiloh Drive, Suite 1
	Bentonville, AR 72712	Fayetteville, Arkansas 72704
Date:	_____	11/22/2016



GENERAL CONDITIONS FOR CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTION SERVICES

1. DEFINITIONS

1.1. Contract Documents. Plans, specifications, and agreements between Client and Contractors, including addenda, amendments, supplementary instructions, and change orders.

1.2. Contractor. The contractor or contractors retained to construct the Project for which Engineer is providing Services under this Agreement.

1.3. Day(s). Calendar day(s) unless otherwise stated.

1.4. Hazardous Materials. The term Hazardous Materials means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

1.5. Services. The Services provided by Engineer as set forth in this Agreement, the SCOPE OF SERVICES and any written amendment to this Agreement.

1.6. Work. The labor, materials, equipment and services required to complete the work described in the Contract Documents.

2. SCOPE OF SERVICES

Engineer will perform the Services set forth in the attached SCOPE OF SERVICES.

2.1. Changes in Scope. If Engineer provides Client with a writing confirming a change in the SCOPE OF SERVICES, it will become an amendment to this Agreement unless Client objects in writing within 5 business days after receipt. All Services performed by Engineer on the Project are subject to the terms and limitations of this Agreement. If Services are performed, but the parties do not reach agreement concerning modifications to the SCOPE OF SERVICES or compensation, then the terms and limitations of this Agreement apply to such Services, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Section 19, "Disputes."

2.2. Licenses. Engineer will procure and maintain business and professional licenses and registrations necessary to provide its Services.

2.3. Excluded Services. Engineer's Services under this Agreement include only those Services specified in the SCOPE OF SERVICES.

2.3.1. General. Client expressly waives any claim against Engineer resulting from its failure to perform

recommended additional Services that Client has not authorized Engineer to perform, and any claim that Engineer failed to perform services that Client instructs Engineer not to perform.

2.3.2. Biological Pollutants. Engineer's SCOPE OF SERVICES specifically excludes the investigation, detection, prevention or assessment of the presence of Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, viruses, and/or any of their byproducts. Engineer's SCOPE OF SERVICES will not include any interpretations, recommendations, findings, or conclusions pertaining to Biological Pollutants. Client agrees that Engineer has no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants. Furthermore, Client agrees to defend, indemnify, and hold harmless Engineer from all claims by any third party concerning Biological Pollutants, except for damages caused by Engineer's sole negligence.

3. PAYMENTS TO ENGINEER

3.1. Basic Services. Engineer will perform all Services set forth in the attached SCOPE OF SERVICES for the amount(s) set forth therein.

3.2. Additional Services. Any Services performed under this Agreement, except those Services expressly identified in the attached SCOPE OF SERVICES, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties.

3.3. Estimate of Fees. Engineer will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by Engineer. Client recognizes that changes in scope and schedule, and unforeseen circumstances can all influence the successful completion of Services within the estimated cost. The use of an estimate of fees or of a "not to exceed" limitation is not a guarantee that the Services will be completed for that amount; rather, it indicates that Engineer shall not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so.

3.4. Rates. Client will pay Engineer at the rates set forth in the FEES SECTION OF THE SCOPE OF SERVICES.

3.4.1. Changes to Rates. Client and Engineer agree that the FEES SECTION OF THE SCOPE OF SERVICES is subject to periodic review and amendment, as appropriate to reflect Engineer's then-current fee structure. Engineer will give Client at least 30 days advance notice of any changes. Unless Client objects in writing to the proposed amended fee structure within 30 days of notification, the amended fee structure will be incorporated into this Agreement and will then supersede any prior fee structure. If Client timely objects to the amended

fee structure, and Engineer and Client cannot agree upon a new fee structure within 30 days after notice, Engineer may terminate this Agreement and be compensated as set forth under Section 18, "Termination."

3.4.2. Prevailing Wages. Unless Client specifically informs Engineer in writing that prevailing wage regulations cover the Project and the SCOPE OF SERVICES identifies it as covered by such regulations, Client will reimburse, defend, indemnify and hold harmless Engineer from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorneys' fees.

3.5. Payment Timing; Late Charge. All invoices are due within 30 days after receipt. All amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at the rate of 1-1/2% per month or the highest rate permitted by law.

4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES

4.1. Level of Service. Engineer offers different levels of geotechnical engineering Services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive Services yield more information and reduce the probability of error, but at increased cost. Client must determine the level of Services adequate for its purposes. Client has reviewed the SCOPE OF SERVICES and has determined that it does not need or want a greater level of Services than that being provided.

4.2. Standard of Care. Subject to the limitations inherent in the agreed SCOPE OF SERVICES as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Engineer may perform its Services consistent with that level of care and skill ordinarily exercised by other professional engineers practicing in the same locale and under similar circumstances at the time the Services are performed.

4.3. No Warranty. No warranty, express or implied, is included or intended by this Agreement.

5. ESTIMATE OF CONSTRUCTION COSTS

Client acknowledges that construction and Project development are subject to many influences that are not subject to precise forecasting and are outside of Engineer's control. Client further acknowledges that actual costs incurred may vary substantially from the estimates prepared by Engineer and that Engineer does not warrant or guaranty the accuracy of construction or development cost estimates.

6. CONSTRUCTION PHASE SERVICES

If Engineer's SCOPE OF SERVICES includes observation and/or testing during the course of construction, Engineer may:

6.1. Construction Observation.

6.1.1. Site Meetings & Visits. Engineer will participate in job site meetings as requested by Client, and, unless otherwise requested by Client, visit the site at times specified in the SCOPE OF SERVICES or, if not specified in the SCOPE OF SERVICES, at intervals as Engineer deems appropriate to the

various stages of construction to observe the geotechnical conditions encountered by Contractor and the progress and quality of the geotechnical aspects of the Work. Based on information obtained during such visits and on such observations, Engineer may inform Client of the progress of the geotechnical aspects of the Work. Client understands that Engineer may not be on site continuously; and, unless expressly agreed otherwise, Engineer will not observe all of the Work.

6.1.2. Contractor's Performance. Engineer does not, and cannot, warrant or guarantee that all of the geotechnical Work performed by Contractor meets the requirements of Engineer's geotechnical recommendations or the plans and specifications for such geotechnical Work; nor can Engineer be responsible for Contractor's failure to perform the Work in accordance with the plans, specifications or the recommendations of Engineer.

6.1.3. Contractor's Responsibilities. Engineer will not supervise, direct or have control over the Work nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor for the geotechnical aspects of the Project; for safety precautions and programs incident to the Work; nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor furnishing and performing its Work.

6.1.4. Final Report. At the conclusion of Construction Phase Services, Engineer will provide Client with a written report summarizing the tests and observations, if any, made by Engineer.

6.2. Review of Contractor's Submittals. If included in the SCOPE OF WORK, Engineer will review and take appropriate action on the Contractor's submittals, such as shop drawings, product data, samples, and other required submittals. Engineer will review such submittals solely for general conformance with Engineer's design, and will not include review for the following, all of which will remain the responsibility of the Contractor: accuracy or completeness of details, quantities or dimensions; construction means, methods, sequences or procedures; coordination among trades; or construction safety.

6.3. Tests. Tests performed by Engineer on finished Work or Work in progress are taken intermittently and indicate the general acceptability of the Work on a statistical basis. Engineer's tests and observations of the Work are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in accordance with applicable plans, specifications and requirements.

7. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

7.1. Cooperation. Assist and cooperate with Engineer in any manner necessary and within its ability to facilitate Engineer's performance under this Agreement.

7.2. Representation. Designate a representative with authority to receive all notices and information pertaining to agreement, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this

Agreement. Client's representative will be subject to change by written notice.

7.3. Rights of Entry. Provide access to and/or obtain permission for Engineer to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. Engineer will operate with reasonable care to minimize damage to the Project Site(s). However, Client recognizes that Engineer's operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated.

7.4. Relevant Information. Supply Engineer with all information and documents in Client's possession or knowledge which are relevant to Engineer's Services. Client warrants the accuracy of any information supplied by it to Engineer, and acknowledges that Engineer is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify Engineer of any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.

7.5. Subsurface Structures. Correctly designate on plans to be furnished to Engineer, the location of all subsurface structures, such as pipes, tanks, cables and utilities within the property lines of the Project Site(s), and be responsible for any damage inadvertently caused by Engineer to any such structure or utility not so designated. Engineer is not liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities that were not correctly shown on plans furnished by Client to Engineer.

8. CHANGED CONDITIONS

If Engineer discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), Engineer will notify Client in writing of the Changed Conditions. Client and Engineer agree to that they will then renegotiate in good faith the terms and conditions of this Agreement. If Engineer and Client cannot agree upon amended terms and conditions within 30 days after notice, Engineer may terminate this Agreement and be compensated as set forth in Section 18, "Termination."

9. HAZARDOUS MATERIALS

Client understands that Engineer's Services under this Agreement are limited to geotechnical engineering and that Engineer has no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with Hazardous Materials. Client is solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies, including the potentially affected public, of the existence of any Hazardous Materials located on or in the Project site, or located during the performance of this Agreement. The existence or discovery of Hazardous Materials constitutes a Changed Condition under this Agreement.

10. CERTIFICATIONS

Client agrees not to require that Engineer execute any certification with regard to Services performed or Work tested

and/or observed under this Agreement unless: 1) Engineer believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) Engineer believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) Engineer has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Engineer is limited to an expression of professional opinion based upon the Services performed by Engineer, and does not constitute a warranty or guaranty, either expressed or implied.

11. ALLOCATION OF RISK

11.1. Limitation of Liability. The total cumulative liability of Engineer, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Engineer Entities"), to Client arising from Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by Engineer under this Agreement or \$50,000 whichever is greater; provided, however, that such liability is further limited as described below. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in Engineer's Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon Client's written request, Engineer and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in Engineer's fee, provided that they amend this Agreement in writing as provided in Section 20.

11.2. Indemnification.

11.2.1. Indemnification of Client. Subject to the provisions and limitations of this Agreement, Engineer agrees to indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense), or other losses (collectively "Losses") to the extent caused by Engineer's negligent performance of its Services under this Agreement.

11.2.2. Indemnification of Engineer. Except as governed by Arkansas law regarding the immunity of municipalities, Client will indemnify and hold harmless Engineer Entities from and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Engineer Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

11.3. Consequential Damages. Neither Client nor Engineer will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

11.4. Continuing Agreement. The indemnity obligations and the limitations of liability established under this Agreement will survive the expiration or termination of this Agreement. If Engineer provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the obligations of the parties to indemnify each other and the limitations on liability established under this Agreement apply to such Services as if the parties had executed an amendment.

12. INSURANCE

12.1. Engineer's Insurance. Engineer will obtain, if reasonably available, the following coverages:

12.1.1. Statutory Workers' Compensation/Employer's Liability Insurance;

12.1.2. Commercial General Liability Insurance with a combined single limit of \$1,000,000;

12.1.3. Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of \$1,000,000 for bodily injury per person, \$1,000,000 property damage, and \$1,000,000 combined single limit per occurrence; and,

12.1.4. Professional Liability Insurance in amounts of \$1,000,000 per claim and annual aggregate.

12.2. Contractor's Insurance. Client shall require that all Contractors and subcontractors for the Project name Engineer as an additional insured under their General Liability and Automobile Liability insurance policies. If Client is not the Project owner, Client will require the Project owner to require the owner's Contractor to purchase and maintain General Liability, Builder's Risk, Automobile Liability, Workers' Compensation, and Employer's Liability insurance with limits no less than as set forth above, and to name Engineer and its subcontractors and subconsultants as additional insureds on the General Liability insurance.

12.3. Certificates of Insurance. Upon request, Engineer and Client will each provide the other with certificate(s) of insurance evidencing the existence of the policies required herein. Except for Professional Liability and Workers' Compensation Insurance, all policies required herein shall contain a waiver of subrogation.

13. OWNERSHIP AND USE OF DOCUMENTS

13.1. Client Documents. All documents provided by Client will remain the property of Client. Engineer will return all such documents to Client upon request, but may retain file copies of such documents.

13.2. Engineer's Documents. Unless otherwise agreed in writing, all documents and information prepared by Engineer or obtained by Engineer from any third party in connection with the performance of Services, including, but not limited to, Engineer's reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents (collectively "Documents") are the property of Engineer. Engineer has the right, in its sole discretion, to dispose of or retain the Documents.

13.3. Use of Documents. All Documents prepared by Engineer are solely for use by Client and will not be provided

by either party to any other person or entity without Engineer's prior written consent.

13.3.1. Use by Client. Client has the right to reuse the Documents for purposes reasonably connected with the Project for which the Services are provided, including without limitation design and licensing requirements of the Project.

13.3.2. Use by Engineer. Engineer retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services and the right to use the Documents for any purpose.

13.4. Electronic Media. Consultant may agree at Client's request to provide Documents and information in an electronic format. Client recognizes that Documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration due to (among other causes) transmission, conversion, media degradation, software error, or human alteration. Accordingly, all Documents and information provided by Consultant in electronic media are for informational purposes only and not as final documentation. Unless otherwise defined in the Scope of Services, Consultant's electronic Documents and media will conform to Consultant's standards. Consultant will provide any requested electronic Documents for a 30-day acceptance period, and Consultant will correct any defects reported by Client to Consultant during this period. Consultant makes no warranties, either express or implied, regarding the fitness or suitability of any electronic Documents or media.

13.5. Unauthorized Reuse. No party other than Client may rely, and Client will not represent to any other party that it may rely on Documents without Consultant's express prior written consent and receipt of additional compensation. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without Consultant's express prior written consent. Client waives any and all claims against Consultant resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through Client. Client will defend, indemnify and hold harmless Consultant from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained Documents provided to such person or entity, published, disclosed or referred to without Consultant's prior written consent.

14. SAMPLES AND CUTTINGS

14.1. Sample Retention. If Engineer provides laboratory testing or analytic Services, Engineer will preserve such soil, rock, water, or other samples as it deems necessary for the Project, but no longer than 45 days after issuance of any Documents that include the data obtained from these samples. Client will promptly pay and be responsible for the removal and lawful disposal of all contaminated samples, cuttings, Hazardous Materials, and other hazardous substances.

14.2. Monitoring Wells. Client will take custody of all monitoring wells and probes installed during any investigation by Engineer, and will take any and all necessary steps for the proper maintenance, repair or closure of such wells or probes at Client's expense.

15. RELATIONSHIP OF THE PARTIES

Engineer will perform Services under this Agreement as an independent contractor.

16. ASSIGNMENT AND SUBCONTRACTS

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Engineer may subcontract for the services of others without obtaining Client's consent if Engineer deems it necessary or desirable for others to perform certain Services.

17. SUSPENSION AND DELAYS

17.1. Procedures. Client may, at any time by 10 days written notice suspend performance of all or any part of the Services by Engineer. Engineer may terminate this Agreement if Client suspends Engineer's Services for more than 60 days and Client will pay Engineer as set forth under Section 18, "Termination." If Client suspends Engineer's Services, or if Client or others delay Engineer's Services, Client and Engineer agree to equitably adjust: (1) the time for completion of the Services; and (2) Engineer's compensation in accordance with Engineer's then current SCHEDULE OF CHARGES for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, or charges incurred by Engineer for demobilization and subsequent remobilization.

17.2. Liability. Engineer is not liable to Client for any failure to perform or delay in performance due to circumstances beyond Engineer's control, including but not limited to pollution, contamination, or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, "acts of God," adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

18. TERMINATION

18.1. Termination for Convenience. Engineer and Client may terminate this Agreement for convenience upon 30 days written notice delivered or mailed to the other party.

18.2. Termination for Cause. In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other party. The termination notice shall state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 10-day period.

18.3. Payment on Termination. Following termination other than for Engineer's material breach of this Agreement, Client will pay Engineer for Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with Engineer's then current FEES SECTION OF THE SCOPE OF SERVICES.

19. DISPUTES

19.1. Mediation. All disputes between Engineer and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice.

19.2. Precondition to Other Action. No action or suit may be commenced unless the mediation did not occur within 45 days after service of notice; or the mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

19.3. Choice of Law; Venue. This Agreement will be construed in accordance with and governed by the laws of the state in which the Project is located. Unless the parties agree otherwise, any mediation or other legal proceeding will occur in the state in which the Project is located.

19.4. Statutes of Limitations. Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of Engineer's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

20. MISCELLANEOUS

20.1. Integration and Severability. This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

20.2. Modification of this Agreement. This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

20.3. Notices. Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail (postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.

20.4. Headings. The headings used in this Agreement are for convenience only and are not a part of this Agreement.

20.5. Waiver. The waiver of any term, conditions or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND
CITY CLERK TO ENTER INTO AN AMENDED
PROFESSIONAL SERVICES AGREEMENT WITH
GTS, INC. FOR MATERIAL TESTING SERVICES
ASSOCIATED WITH CONSTRUCTION OF THE
CITY MAINTENANCE FACILITY LOCATED ON SW
28TH STREET

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 amended professional services agreement with GTS, Inc. for material testing services associated with construction of the City Maintenance Facility for an increased amount of \$35,687.00, not to exceed a total amount of \$113,887.00 as set forth in the proposal attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 13, 2016

Submitted by:

Mike Bender

Department

Public Works Dir

Phone

271-6873

ACTION REQUIRED:

Staff requests Council approval of a budget adjustment in the amount of \$35,687.00 to cover costs for additional/remaining material testing for construction of the new City Maintenance Facility.

One time amount

☐ Continuing O and M

COST TO CITY:

Cost of this Request:	\$35,687
Additional Budget Amount	\$35,687

Previously Budgeted	\$	78,200
Funds Expended to Date		78,200
Remaining Budget		-
Budget Adjustment		35,687
Remaining After Adjustment	\$	35,687

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE





Date of Request: August 23, 2016

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
	Fund Balance	\$35,687.00		\$ 35,687.00
050-3510-431.71-10	Public Works Director - Land		\$35,687.00	\$ (35,687.00)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ 35,687.00	\$ 35,687.00	\$ -

Justification:

This budget adjustment is needed to cover remaining material testing for the construction of the new City Maintenance Facility. See attached spreadsheet for detail of all accounts.

FOR ACCTING USE ONLY

Council Action: Approved Disapproved Other _____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin

From: Mike Bender

CC:

Date: December 1, 2016

Re: GTS, Inc. Material Testing Services for Construction of City Maintenance Facility

Staff recommends City Council approval for the Mayor and City Clerk to enter into an amended professional services agreement with GTS, Inc. for material testing services associated with construction of the City Maintenance Facility located at SW 28th Street for an additional amount of \$35,687.00 with a total amount not to exceed \$113,887.00. Services include soil/subgrade testing, concrete/asphalt pavement testing, masonry, concrete and steel testing. The amendment will cover all remaining testing as all testing items have been reviewed by the design team, contractor, and City staff. As the project has progressed, more than expected soil density and proof roll testing was required with undercut areas and unforeseen buried materials. In addition, testing for the buildings has been increased. Scheduling has not gone as anticipated and has created additional trips for GTS. This item does require a budget adjustment.

Thank you for your consideration of this request.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 13, 2016

Submitted by:

Preston Newbill

Department

Water/Sewer

Phone

271-3142

ACTION REQUIRED:

Staff recommends Council to waive the competitive bidding requirements for the purchase of a leak detection system for a total cost of \$44,516.13. This Leak Detection System will utilize our existing meter reading mesh network by communicating from leak loggers placed in predetermined locations on our distribution system. This system will enable us to find existing leaks on our distribution system that we aren't aware of and reduce our unaccounted for water. This is an additional area to our existing Leak Detection system and is a budgeted item within our 2016 budget.

COST TO CITY:

Cost of this Request: \$44,516

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	50,000
Funds Expended to Date		-
Remaining Budget		50,000
Budget Adjustment		-
Remaining After Adjustment	\$	50,000

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>12/1/2016</u>		
Requested by:	<u>Preston Newbill</u>		
Department:	<u>Water</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Leak Detection System</u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Mueller Systems</u>		
<u></u>			
<u></u>			
Amount:	Base Amount:	\$	<u>40,654.00</u>
	Tax:	\$	<u>3,862.13</u>
	*Other:		<u></u>
	TOTAL	\$	<u>44,516.13</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
The Leak Detection system that we are requesting to purchase will utilize our existing meter reading network infrastructure. Since Mueller Systems installed and is supporting this network and is also providing the leak detection system, it make sense to purchase the system from Mueller Services and waive the competitive bidding process.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-18-99			

Memo



Date: 12/1/2016

To: City Council, Mayor McCaslin

From: Preston Newbill

RE: Mueller Systems Leak Detection System

Staff requests Council to waive competitive bidding in order to purchase a Leak Detection System by Echologics which is a division of Mueller Systems. This leak detection system will consist of 37 leak loggers, 1 data collector unit that will be added to our existing Leak Detection System for a total cost of \$44,516.13. The Leak Detection System will allow us to locate and fix existing leaks that are in our water distribution system that we are unaware of. It will also notify us of any new leaks when they start so that we can fix them before they become an emergency repair. We are proposing to install this system in the northwest section of town that will cover about 9 square blocks from Bella Vista Road west to NW "L" and NW 12th to NW 3rd. This addition to our existing Leak Detection System is a budgeted capital item within our 2016 budget.

This system is designed to transfer data across our existing mesh network that has been installed to collect our monthly meter consumption. Since Echologics is a division of Mueller Systems and the Leak Detection System was designed to transfer data across our mesh network staff recommends waiving the requirement for competitive bidding.

Thank you for your consideration of this request.



SALES QUOTATION

Phone (704) 278-2221
 Company Address 10210 Statesville Blvd
 Cleveland, NC 27013

Created Date 11/22/2016
 Quote # 00011179-00

Prepared For Bentonville (AR), City of
 Address 501 SE 3rd Ave # B (Water)
 608 SE 3rd Street (Electric)
 City,State,Zip Bentonville, AR 72712
 Account # 95082200
 Territory 53

Quote Expires 12/31/2016
 Quote Name Bentonville AR - Mi.Echo 2016-11-25
 Payment Terms 2% 30 Days, NET 31 Days
 ARO Stock to 30 Days
 Freight Terms FOB - Cleveland, NC - Full Freight Allowed on
 Net Order of \$500.00 or more
 Prepared By Anita Short

Comments & Considerations

Should you have any questions, please do not hesitate to contact Ken Schone

Quote Line Items

Units	Part Number	Line Item Description	Sale Price	Extended Net
1	MSW-NODE3-AC	MINODE REPEATER-AC	\$770.00	\$770.00
1	MS-G-AC-B-3G	MI.HUB XR AC 3G	\$4,004.00	\$4,004.00
37	MS-ECH-4.5-14-5-GD	EchoShoreDX 4.5*40554,1.25,GD,SN	\$960.00	\$35,520.00
1	MS-CELLULAR	MINET 3G BACKHAUL PER MIHUB	\$360.00	\$360.00

TOTAL

Tax Applied	Yes	Tax	\$3,862.13
		Quote Total	\$44,516.13

Force Majeure Mueller Systems shall not be liable to Customer, End User, or any other person, and Mueller Systems' performance under these terms and conditions shall be excused, if and to the extent that any failure or delay in Mueller Systems' performance of one or more of its obligations hereunder is caused by a Force Majeure Event (as defined below). A Force Majeure Event shall include without limitation acts of God or the public enemy; compliance with any order of any governmental authority; fire; flood; unusually severe weather; shortages or unavailability or other delay in delivery; lack of or delay in transportation; laws, rules, regulations, raw material price increases that exceed twenty percent or restrictions which apply to raw material purchases; war, acts of terrorism, rebellion, insurrection, epidemics; accidents, explosions, civil disorder; strikes, lockouts, or other labor disputes; or any other condition beyond the reasonable control of Mueller Systems.

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR AND
CITY CLERK TO ENTER INTO AN AGREEMENT
WITH MUELLER SYSTEMS FOR THE PURCHASE
OF LEAK DETECTION HARDWARE, WAIVING THE
REQUIREMENT OF COMPETITIVE BIDDING**

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Mueller Systems for the purchase of leak detection hardware for a portion of the City's water distribution system per Attachment A.

Section 2: Because this equipment will be integrated into the City's existing AMI system provided by Mueller Systems and this equipment is specific to our AMI system, it would be neither practical nor feasible to advertise for competitive bidding, and said requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2016

APPROVED:

Mayor

ATTEST:

City Clerk



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 13, 2016

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Fire Department Staff recommends declaring 2008 Ford F-450 Ambulance (VIN 1FDXF47R68ED75412) surplus and selling it to Beaver Lake Fire Department for \$25,000.00.

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

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PLEASE RECYCLE





Inter-office Memorandum

To: Mayor McCaslin and City Council
From: Brent Boydston, Fire Chief
CC: Camille Thompson, Staff Attorney and Denise Land, Finance Director
Date: December 6, 2016
Re: Declaring Certain Item Surplus

Fire Department Staff recommends declaring a 2008 Ford F-450 Ambulance surplus and selling the asset to the Beaver Lake Fire Department.

2008 Ford F-450 Ambulance
VIN: 1FDXF47R68ED75412
Mileage: 59,856.7

Beaver Lake Fire Department has agreed to purchase the ambulance for \$25,000.00.

RESOLUTION NO. _____

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

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

Section 1: That certain Fire Department property, specifically the ambulance chassis more particularly described on the agenda item submitted herewith, is hereby declared to be surplus material and shall be sold to the Beaver Lake Fire Department.

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:

December 13, 2016

Submitted by:

Bryan Wick

Department

Engineering

Phone

696-0227

ACTION REQUIRED:

City council approval of a Resolution allowing the Mayor and City Clerk to enter into an agreement with Morrison Shipley Engineers for engineering and design services for the North Main Sidewalk project. The cost of this contract is \$37,760.00 which will come from the Engineering Department professional services account (010-1630-463.32-10).

COST TO CITY:

Cost of this Request: \$37,760.00

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	66,876.00
Funds Expended to Date	\$	26,296.59
Remaining Budget	\$	40,579.41
Budget Adjustment	\$	-
Remaining After Adjustment	\$	40,579.41

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



Memorandum



To: Mayor and City Council

From: Bryan Wick, Project Manager

Date: Monday, December 05, 2016

Re: Professional Services for North Main Sidewalk project

North Main Street is one of the main roadways that helps bring traffic into the Bentonville Square from the north. Currently, there is sidewalk in places along North Main Street allowing some pedestrians to traverse to the Bentonville Square. The Trails and Active Transportation Committee (TAT) has discussed this item and concluded that upgrading the existing sidewalk and constructing new sidewalk from NW 3rd Street north to NW Park Street and also constructing new sidewalk along NW 5th, from N. Main St. to NW "A" St., would be beneficial to the City of Bentonville as this area continues to grow.

Morrison Shipley has been selected by a Selection Committee to perform the engineering and design work for this project. Morrison Shipley has submitted a proposal in the amount of \$37,760.00 for these services.

Staff is seeking City Council approval for a resolution allowing the Mayor and City Clerk to enter into contract with the Morrison Shipley Engineers for engineering and design of the North Main Sidewalk project.

Staff recommends the Proposal as written.

Please contact me with any questions or concerns regarding the proposed contract or the project as a whole. My telephone number is (479) 696-0227 or I can be reached via email at bwick@bentonvillear.com



November 8, 2016

Mr. Bryan Wick, CPESC, CFM
Engineering Project Manager
305 SW A Street
Bentonville, AR 72712
(479) 271-3168

**RE: *Proposal to Provide Professional Services
North Main Street Sidewalk Improvements – 3rd Street to Park Street
City of Bentonville, Arkansas***

Dear Brian:

This Proposal is for engineering and surveying services to prepare construction plans for sidewalk improvements along the west side of North Main Street from just north of the Neighborhood Market to Park Street and along NW 5th Street between Main and NW "A" Street. The sidewalk widths and locations will be as indicated on the City Master Street Plan, and all sidewalks and street crosswalks will be designed per ADA requirements. Existing sidewalks along the proposed alignment will be evaluated per ADA and Master Street Plan requirements and condition and replaced as needed.

Morrison-Shipley's services for this project will consist of the following items:

Construction Documents:

1. Research R/W along the sidewalk locations for identifying existing R/W and acquiring additional R/W if needed.

2407 SE Cottonwood Street | Ste 1
Bentonville, AR 72712
479.273.2209

2. If required, prepare R/W dedication documents and Temporary Construction Easement documents along proposed sidewalk alignment.
3. Provide topographic and features survey along project route, from back of curb to 10' beyond R/W. Topographic survey will be used for the basis of our construction plans.
4. Preparation of construction plans to include all horizontal and vertical information needed to construct the sidewalks.
5. Preparation of contract documents and technical specifications in a format that is suitable to the City of Bentonville.

Bidding Phase:

1. Prepare bidding documents for construction of public improvements.
2. Prepare bidding advertisement and provide to the City of Bentonville for their submittal to local newspaper(s).
3. Coordinate reproduction of plans and specifications and issue same to prospective bidders. MSE will pay for plan and specification reproduction costs for "Issued for Bidding" set and then retain bidders' payments for such documents without refund to the contractors.
4. Receive and answer contractor questions during bidding period and issue addendums, if necessary.
5. Attend and/or conduct public bid opening on behalf of the City of Bentonville.
6. Prepare bid tabulation, provide recommendation of award letter to the City of Bentonville, and attend City Council meeting for same.
7. Review contract documents submitted by contractor for compliance with contract requirements. If acceptable, issue Notice to Proceed to contractor.

FEES:

Morrison-Shipley will be paid the following Lump Sum Fees for our services:

Basic Services

Construction Documents:	\$ 33,460.00
R/W – Easement Documents:	\$ 400.00 per Each Document
Bidding Phase:	\$ 2,000.00

Reimbursable Expenses (estimated)

Title Search	\$ 400.00
Shipping	\$ 100.00
Printing (<i>not reimbursed by plan sales</i>):	\$ 200.00

Please see the Fee Conditions that follow below.

Fee Conditions:

1. The Maximum amount to be billed for this project without prior authorization will be **\$37,760.00** (assuming four R/W or Easement documents). If additional R/W or Easement documents are required, the fee shall be raised accordingly.
2. Reimbursable Expenses will be charged at our direct cost with zero (0) percent markup.
3. Services not listed in this Proposal or any changes to the project scope that are requested by the City of Bentonville or other parties after we have started our work will be billed as ADDITIONAL SERVICES in accordance with our fee schedule that is current when the work is performed.
4. For project delays that are in excess of 120 days, which are beyond our control, we reserve the right to request additional compensation.

Mr. Bryan Wick
North Main Street Sidewalk Improvements
Page 4 of 6

5. Invoices for our services will be issued on or about the 1st day of each month for work completed to date less previous billings. Payment terms shall be Net 30 days from the invoice date.

EXCLUSIONS:

Morrison-Shipley has NOT included the following items in this proposal:

1. Outside agency review fees and permit fees.
2. Newspaper advertising fees.
3. Preparation of SW3P and/or oversight and administration of SW3P during construction, including post-rain inspections, mitigation work, and review of contractor's compliance, among others.
4. Construction Phase Services.

If this Proposal is acceptable to you, it will be included within our standard contract form, a copy of which shall be executed before we begin our services.

Please call me if there are any questions I can answer. Again, thank you for placing your confidence in Morrison-Shipley to complete this project!

Sincerely,
Morrison-Shipley Engineers, Inc.



John R. Wary, P.E.
Sr. Vice President

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY
CLERK TO ENTER INTO AN AGREEMENT WITH
MORRISON SHIPLEY ENGINEERS FOR ENGINEERING
AND DESIGN SERVICES FOR THE NORTH MAIN
SIDEWALK PROJECT.**

**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 amended agreement with Morrison Shipley Engineers for engineering and design services for the North Main Sidewalk project in an amount of \$37,760.00 as set forth in the proposal attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 20____.

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:

December 13, 2016

Submitted by:

Travis Matlock

Department

Engineering

Phone

271-5941

ACTION REQUIRED:

A resolution setting a public hearing for January 10, 2017 for a Utility Easement Vacation requested by Terry & Stephanie Orman at 4001 NE Kensington Ave.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

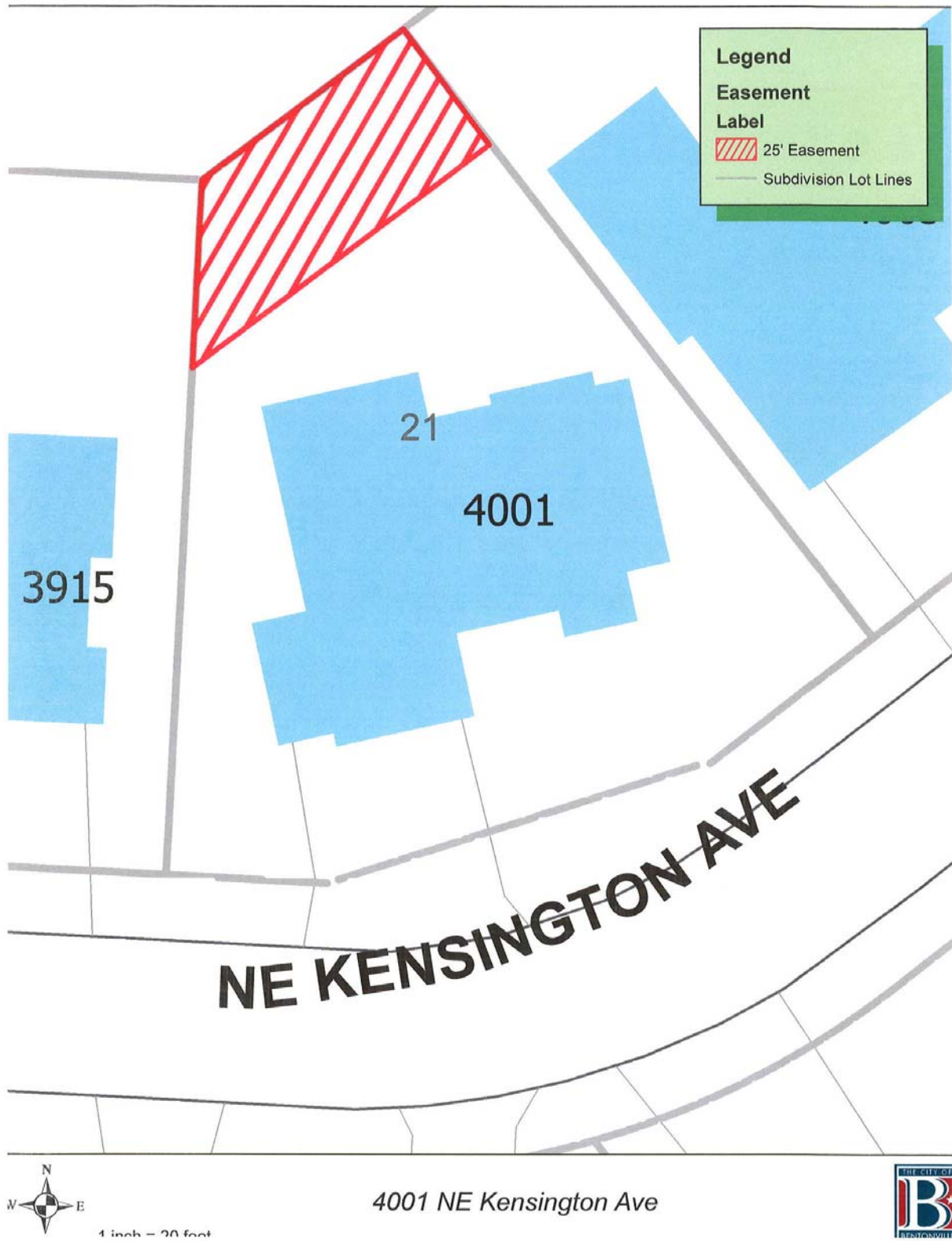
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE





RESOLUTION NO. _____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Terry and Stephanie Orman requesting utility easement vacation within the City of Bentonville, Arkansas be vacated, which said street right of way is described as follows:

The north 25' square off the north side of lot 21 Kensington Subdivision Phase 1, lots 1-51 as recorded on Plat Record page P4 Page 54 filed for record at the Benton County Clerk's Office, Benton County, Arkansas

WHEREAS, Ark. Code Ann. Section 14-301-302(c) provides that the City Council shall by resolution fix a day for the hearing of the petition and shall direct the City Clerk and Recorder to give notice of the meeting, by publication, once per week for two (2) consecutive weeks in some newspaper published in and having general circulation in Bentonville, Benton County, Arkansas.

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility easement is set for a hearing on January 10, 2017 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved, and adopted the _____ day of _____ 2016 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Linda Spence, City Clerk
Bentonville, Arkansas

Bob McCaslin, Mayor
City of Bentonville, Arkansas



CHECK ALL THAT APPLY			
X	Bid Award	Bid #	16-38
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 13, 2016

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Recommend the Mayor and City Council award the 1-year blanket bid for electric material to the lowest bidder as shown on the attached bid tabulation in the amount of \$763,366.96. Items will be ordered on an 'as needed' basis.

COST TO CITY:

Cost of this Request: \$763,366

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



MEMORANDUM

DATE: December 13, 2016

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineer Director

RE: Electric Materials bid award #16-38

The City of Bentonville recommends awarding the bids for electric material in the total amount \$763,366.96. The low bidders for the various items are as follows:

Arkansas Electric in the amount of \$284,747.10
Stuart Irby in the amount of \$221,309.21
Techline in the amount of \$93,037.15
Anixter Electrical Supply in the amount of \$22,839.40
Wesco supply in the amount of \$134,959.10
Border States in the amount of \$6,475.00

There were multiple companies that did not meet minimum specifications that we establish.

Stuart Irby did not meet spec on line item #45-47, 101-102
Wesco did not meet spec on line items #40-42, 55

This award is for 1 year, January-December 2017. The material will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

MEMORANDUM

DATE: December 13, 2016

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineer Director

RE: Electric Materials bid award #16-38

The City of Bentonville recommends awarding the bids for electric material in the total amount \$763,366.96. The low bidders for the various items are as follows:

Arkansas Electric in the amount of \$284,747.10
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There were multiple companies that did not meet minimum specifications that we establish.

Stuart Irby did not meet spec on line item #45-47, 101-102
Wesco did not meet spec on line items #40-42, 55

This award is for 1 year, January-December 2017. The material will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

LOW TOTAL

ITEM	QTY	UNIT	PART NO.	DESCRIPTION	AECI	STUART C. IRBY CO.	TECHLINE	AMSTER	WESCO	BORDER STATES
1	100	EA	285 002 02001	ARM 3-5/8" X 4-5/8" X 6" -WOOD- TYPE 3 REA SPEC HUGHES BROS.	\$28.00	\$38.97	\$27.00	\$38.48	\$37.00	\$32.00
2	70	EA	285 002 02102	ARM 3-5/8" X 4-5/8" X 10" -WOOD- TYPE 3 REA SPEC HUGHES BROS.	\$36.50	\$46.28	\$35.60	\$49.43	\$47.00	\$38.00
3	50	EA	285 002 02155	ARM DEAD END FIBERGLASS 4 X 6 X #A4200096287X2	\$233.00	\$289.54		\$506.00	\$257.51	\$270.00
4	40	EA	285 002 00002	ARM DEAD END FIBERGLASS 4 X 6 X 10' PUFT #DA4000-120-E-4-B9X-2	\$325.00					\$329.00
5	25	EA	285 002 02170	ARM FIBERGLASS 8" PUFT- FEATHERLITE #DA3000-96E3-B72	\$280.00					\$259.00
6	100	EA	285 002 02183	ARM GALV. 6" #AML-104 6"X1-1/4" CANTILEVER BRACKET	\$30.00	\$35.00	\$33.60	\$34.00		
7	5	EA	285 009 25622	ENCLOSURE 1-PH 15KV 14GA STEEL DURHAM #AMS32124-D W/GRND NUTS	\$315.00	\$322.73			\$322.22	\$383.00
8	20	EA	285 009 25625	ENCLOSURE 3-PH 15KV 14GA STEEL DURHAM #AMS32127-D	\$559.00	\$612.50			\$545.00	\$602.00
9	25	EA	285 009 00035	ENCLOSURE BURIAL CONCAST FIBERCRETE BOX PAD 1-PH FC39-75- 36-3PH	\$587.50	\$682.00	\$601.20	\$640.00	\$559.00	\$10,900.00
10	20	EA	285 009 00016	ENCLOSURE BURIAL CONCAST FIBERCRETE MOUNTING PAD 200 AMP 3PH LID FC-37-73-2-3PH-1	\$476.00	\$428.09	\$472.30	\$519.00	\$417.50	\$13,250.00
11	10	EA	285 009 00019	ENCLOSURE BURIAL CONCAST FIBERCRETE MOUNTING PAD 600 AMP 3PH LID FC-37-73-2-3PH-2	\$476.00	\$428.09	\$472.30	\$519.00	\$417.50	\$8,380.00
12	10	EA	285 009 00017	ENCLOSURE BURIAL CONCAST FIBERCRETE BOX PAD 1-PH FC-23-37- 32-1PH	\$445.00	\$426.65	\$468.30	\$485.00	\$411.00	\$4,176.00
13	10	EA	285 009 00018	ENCLOSURE BURIAL CONCAST FIBERCRETE MOUNTING PAD LID 1PH FC-22-36-2-1PH-1	\$382.00	\$354.35	\$392.80	\$416.00	\$348.00	\$4,110.00
14	200	EA	285 009 25657	GRAPHICS DARK GREEN ELECTRICAL PEDESTAL 2" PENTA Q.P. ASSEMBLY, 2 DOORS 1BACK/LOW/RT CONNECTORS & PLASTIC COVERS,	\$175.00	\$175.00	\$164.66	\$188.00	\$170.00	\$35,000.00
15	200	PR	285 002 60487	WOOD BRACES ARM 60" J4750R OR EQUAL TO (SOLD IN PAIRS)	\$13.40	\$13.99	\$14.10	\$13.07	\$13.96	\$2,614.00
16	100	EA	280 075 01470	ANCHOR, PISA ROD 3/4"X7' WITH TWIN EYE NUT CHANCE #E02-0044	\$19.00	\$19.10	\$19.10	\$16.11	\$20.70	\$1,611.00
17	50	EA	280 075 01476	ANCHOR ROD 1" X 9' TWIN EYE CHANCE #5369	\$40.25	\$42.05	\$42.20		\$41.07	\$2,012.50

38	100	EA	285 031 00011	CONDUIT STANDOFF STRAP 2"	HUBBELL #CSTK-2	\$1.54	\$2.76	\$3.50	\$3.14	\$2.50	\$4.60	\$194.00	
39	300	EA	285 031 00008	CONDUIT STANDOFF STRAP 3"	HUBBELL #CSTK-3	\$2.05	\$3.29	\$4.00	\$3.21	\$2.75	\$4.95	\$815.00	
40	150	EA	285 031 00009	CONDUIT STANDOFF STRAP 4"	HUBBELL #CSTK-4	\$3.86	\$3.65	\$4.20	\$3.44	\$3.05	\$5.20	\$516.00	
41	20	EA	285 031 20570	CONDUIT STANDOFF STRAP 5"	HUBBELL #CSTK-5	\$5.74	\$4.41	\$4.30	\$4.25	\$3.25	\$6.50	\$54.20	
42	30	EA	285 019 00004	CONDUIT STANDOFF STRAP 6"	HUBBELL #CSTK-6	\$4.88	\$4.65	\$4.00	\$4.64	\$3.95	\$6.50	\$139.20	
43	30	EA	285 031 00013	CONDUIT STANDOFF BAR ONLY 12"	SP4025-12PNC	\$6.05	\$5.44		\$6.06	\$8.25		\$181.50	
44	50	EA	285 031 00014	CONDUIT STANDOFF BAR ONLY 24"	SP6025-24PNC	\$9.85	\$11.00		\$10.41	\$15.50		\$492.50	
45	400	EA	285 031 25580	DEPTH HUBBELL #C9-C50-12 OR ALUMAFORM #9-C50-12-4WT		\$28.67	\$18.67	\$24.80	\$22.60	\$27.00	\$32.00	\$8,040.00	
46	15	EA	285 031 00006	CONDUIT STANDOFF BRKT. 12" - 6'	DEPTH HUBBELL #C6-C50-12	\$23.65	\$17.35	\$33.50	\$23.89	\$25.00	\$25.75	\$352.50	
47	300	EA	285 073 15267	CLAMP W-62-1 BLACKBURN		\$1.14	\$1.80	\$1.05	\$1.29			\$315.00	
48	50	EA	285 073 15288	CLAMP W-201 BLACKBURN		\$1.83	\$1.65	\$1.60	\$2.05			\$80.00	
49	100	EA	285 073 32399	INSULATOR STRAIN 3' GC25-36 R		\$15.82	\$12.75	\$12.80	\$13.13	\$9.70	\$17.84	\$970.00	
50	150	EA	285 073 32401	INSULATOR STRAIN 10' GC25-120-R		\$27.44	\$20.27	\$20.28	\$20.82	\$16.50	\$28.38	\$2,476.00	
51	25	EA	285 073 32282	INSULATOR SCREW KNOS J089 OR HUBBELL C207-0136		\$3.04	\$2.75	\$2.99	\$3.02	\$2.90	\$3.30	\$69.75	
52	500	EA	285 073 32369	INSULATOR MEDIUM SPOOL V2012/GAMMA #PT8056G OR EQUAL TO		\$0.62	\$0.57	\$0.62	\$0.58	\$0.72	\$0.72	\$285.00	
53	150	EA	285 073 32359	INSULATOR PIN CNECX 618R-70 OR GAMMA #PT81766R OR EQUAL TO		\$2.40	\$2.35	\$2.32	\$2.68	\$2.30	\$2.99	\$345.00	
54	600	EA	285 073 32599	INSULATOR PIN F-NECX 618R-70 OR GAMMA #PT81966R OR EQUAL TO		\$2.80	\$2.74	\$3.50	\$3.18	\$3.09	\$3.55	\$1,644.00	
55	600	EA	285 073 32678	INSULATOR SUSPEN DEADEND OHIO BRASS #40015-0215		\$9.09	\$7.59	\$8.40	\$8.40	\$7.45	\$9.95	\$4,794.00	
56	25	EA	285 073 00006	INSULATOR PIN MOLDED 35KV HENDRIX HPT-3501		\$16.00	\$18.25		\$21.08		\$24.24	\$450.00	
57	20	EA	285 073 00009	INSULATOR EXTENSION 24"	SALTSBURY #9520	\$76.20	\$72.31		\$70.00			\$1,400.00	



CHECK ALL THAT APPLY			
x	Bid Award	Bid #	16-39
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 13, 2016

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Recommend Mayor and City Council award the 1-year blanket bid for 3phase transformers to the lowest bidder as shown on the attached bid tabulation in the amount of \$387,197.52. Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$387,197

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMORANDUM

DATE: December 13, 2016

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineer Director

RE: 3-ph. transformer bid award #16-39

The City of Bentonville recommends awarding the bids for electric material in the total amount \$387,197.52. The low bidders for the various items are as follows:

Stuart Irby in the amount of \$113,178.00
Techline in the amount of \$274,019.52

This award is for 1 year, January-December 2017. The transformers will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

Bid Tabulation Formal Bid # 16-39 Three Phase Transformers									
Line Item	Transformer Description	Irby		Anixter		WESCO		Techline	
		Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price
1	45 KVA PAD MOUNT 3PH 120/208Y	\$ 5,098.00	\$ 7,086.00	\$ 5,185.00	\$ 7,173.00	\$ 4,543.00	\$ 6,515.00	\$ 4,502.56	\$ 6,474.56
2	45 KVA PAD MOUNT 3PH 277/480Y	\$ 5,166.00	\$ 7,230.00	\$ 5,252.00	\$ 7,316.00	\$ 4,565.00	\$ 6,411.00	\$ 4,524.10	\$ 6,440.10
3	75 KVA PAD MOUNT 3PH 120/208Y	\$ 5,883.00	\$ 8,875.00	\$ 5,969.00	\$ 8,975.00	\$ 5,280.00	\$ 6,210.00	\$ 5,130.26	\$ 8,060.26
4	75 KVA PAD MOUNT 3PH 277/480Y	\$ 5,883.00	\$ 8,881.00	\$ 5,969.00	\$ 8,985.00	\$ 5,278.00	\$ 7,982.00	\$ 5,128.21	\$ 7,832.21
5	150 KVA PAD MOUNT 3PH 120/208Y	\$ 6,924.00	\$ 12,238.00	\$ 7,039.00	\$ 12,353.00	\$ 6,358.00	\$ 11,346.00	\$ 6,177.44	\$ 11,165.44
6	150 KVA PAD MOUNT 3PH 277/480Y	\$ 7,032.00	\$ 12,118.00	\$ 7,149.00	\$ 12,235.00	\$ 6,708.00	\$ 11,634.00	\$ 6,517.95	\$ 11,443.95
7	225 KVA PAD MOUNT 3PH 120/208Y	\$ 8,223.00	\$ 15,261.00	\$ 8,358.00	\$ 15,396.00	\$ 7,611.00	\$ 14,559.00	\$ 7,394.87	\$ 14,342.87
8	225 KVA PAD MOUNT 3PH 277/480Y	\$ 8,138.00	\$ 14,662.00	\$ 8,274.00	\$ 15,098.00	\$ 7,474.00	\$ 14,984.00	\$ 7,261.54	\$ 13,881.54
9	300 KVA PAD MOUNT 3PH 120/208Y	\$ 9,460.00	\$ 18,006.00	\$ 9,615.00	\$ 18,161.00	\$ 8,680.00	\$ 17,098.00	\$ 8,443.08	\$ 16,851.08
10	300 KVA PAD MOUNT 3PH 277/480Y	\$ 9,114.00	\$ 17,378.00	\$ 9,265.00	\$ 17,529.00	\$ 8,680.00	\$ 24,295.00	\$ 11,371.79	\$ 23,863.79
11	500 KVA PAD MOUNT 3PH 120/208Y	\$ 11,878.00	\$ 25,004.00	\$ 12,177.00	\$ 25,203.00	\$ 11,643.00	\$ 23,925.00	\$ 11,820.51	\$ 23,578.51
12	500 KVA PAD MOUNT 3PH 277/480Y	\$ 11,384.00	\$ 23,632.00	\$ 11,573.00	\$ 23,821.00	\$ 12,167.00	\$ 23,925.00	\$ 15,914.87	\$ 35,276.87
13	750 KVA PAD MOUNT 3PH 120/208Y	\$ 15,678.00	\$ 34,460.00	\$ 15,932.00	\$ 34,714.00	\$ 17,410.00	\$ 35,772.00	\$ 14,706.67	\$ 31,780.67
14	750 KVA PAD MOUNT 3PH 277/480Y	\$ 13,895.00	\$ 27,171.00	\$ 14,185.00	\$ 27,500.00	\$ 15,137.00	\$ 32,211.00	\$ 21,431.79	\$ 44,699.79
15	1000 KVA PAD MOUNT 3PH 120/208Y	\$ 23,511.00	\$ 47,171.00	\$ 23,864.00	\$ 47,560.00	\$ 22,059.00	\$ 45,327.00	\$ 21,912.82	\$ 38,404.82
16	1000 KVA PAD MOUNT 3PH 277/480Y	\$ 15,122.00	\$ 37,838.00	\$ 15,367.00	\$ 38,083.00	\$ 18,437.00	\$ 36,929.00	\$ 17,912.82	\$ 35,920.82
17	1500 KVA PAD MOUNT 3PH 120/208Y	\$ 20,365.00	\$ 52,633.00	\$ 20,702.00	\$ 52,996.00	\$ 24,600.00	\$ 54,620.00	\$ 23,900.51	\$ 53,920.51
18	2000 KVA PAD MOUNT 3PH 277/480Y	\$ 26,255.00	\$ 67,425.00	\$ 26,679.00	\$ 67,849.00	\$ 29,816.00	\$ 69,400.00	\$ 28,967.18	\$ 65,551.18
19	2500 KVA PAD MOUNT 3PH 277/480Y	\$ 35,754.00	\$ 84,450.00	\$ 36,332.00	\$ 85,028.00	\$ 38,024.00	\$ 84,488.00	\$ 36,924.56	\$ 83,388.56
Notes: If no exceptions were listed on bid form, BEUD assumes that units supplied will meet all specifications. Any equipment received that does not meet spec will be returned at cost of supplier. Techline / ABB was not evaluated due to 19 week lead time and exception to 12 month pricing Anixter - Central Moloney was not evaluated due to exception to 12 month pricing Item 14 from CG Powers Systems did not meet dimensional specifications Recommended Low Bidder for items 1-12, 14-15, 19 to Techline quoting Howard Recommended Low Bidder for items 13, 16-18 to Irby quoting CG Power Systems									

3ph. transformer
#16-39

ITEM NO.	QTY	UOM	OUR PART NUMBER	DESCRIPTION	Irby - CG	Anlxter - CG	Wesco - Howard	Techline - Howard	
1	1	EA	286 050 00002	TRANS 45 PM 3PHASE 120/208Y	\$5,098.00	\$5,185.00	\$4,543.00	\$4,502.56	\$4,502.56
2	1	EA	286 050 55720	TRANS 45 PM 3PHASE 277/480Y	\$5,166.00	\$5,252.00	\$4,565.00	\$4,524.10	\$4,524.10
3	1	EA	286 050 55730	TRANS 75 PM 3PHASE 120/208Y	\$5,883.00	\$5,983.00	\$5,280.00	\$5,130.26	\$5,130.26
4	1	EA	286 050 00003	TRANS 75 PM 3PHASE 277/480Y	\$5,883.00	\$5,987.00	\$5,278.00	\$5,128.21	\$5,128.21
5	10	EA	286 050 55735	TRANS 150 PM 3PHASE 120/208Y	\$6,924.00	\$7,039.00	\$6,358.00	\$6,177.44	\$61,774.40
6	1	EA	286 050 55736	TRANS 150 PM 3PHASE 277/480Y	\$7,032.00	\$7,149.00	\$6,708.00	\$6,517.95	\$6,517.95
7	6	EA	286 050 55739	TRANS 225 PM 3PHASE 120/208Y	\$8,223.00	\$8,358.00	\$7,611.00	\$7,394.87	\$44,369.22
8	1	EA	286 050 55740	TRANS 225 PM 3PHASE 277/480Y	\$8,138.00	\$8,274.00	\$7,474.00	\$7,261.54	\$7,261.54
9	2	EA	286 050 55743	TRANS 300 PM 3PHASE 120/208Y	\$9,460.00	\$9,615.00	\$8,712.00	\$8,464.62	\$16,929.24
10	1	EA	286 050 55744	TRANS 300 PM 3PHASE 277/480Y	\$9,114.00	\$9,265.00	\$8,690.00	\$8,443.08	\$8,443.08
11	1	EA	286 050 55746	TRANS 500 PM 3PHASE 120/208Y	\$11,978.00	\$12,177.00	\$11,643.00	\$11,311.79	\$11,311.79
12	4	EA	286 050 55747	TRANS 500 PM 3PHASE 277/480Y	\$11,384.00	\$11,573.00	\$12,167.00	\$11,820.51	\$47,282.04
13	1	EA	286 050 55748	TRANS 750 PM 3PHASE 120/208Y	\$15,678.00	\$15,932.00	\$17,410.00	\$16,914.87	\$15,678.00
14	2	EA	286 050 55749	TRANS 750 PM 3PHASE 277/480Y	\$13,965.00	\$14,195.00	\$15,137.00	\$14,706.67	\$29,413.34
15	1	EA	286 050 55750	TRANS 1000 PM 3PHASE 120/208Y	\$23,511.00	\$23,894.00	\$22,059.00	\$21,431.79	\$21,431.79
16	1	EA	286 050 55751	TRANS 1000 PM 3PHASE 277/480Y	\$15,122.00	\$15,367.00	\$18,437.00	\$17,912.82	\$15,122.00
17	1	EA	286 050 55752	TRANS 1500 PM 3PHASE 277/480Y	\$20,369.00	\$20,702.00	\$24,600.00	\$23,900.51	\$20,369.00
18	1	EA	286 050 00005	TRANS 2000 PM 3PHASE 277/480	\$26,255.00	\$26,679.00	\$29,816.00	\$28,967.18	\$26,255.00
19	1	EA	286 050 00006	TRANS 2500 PM 3PHASE 277/480Y	\$35,754.00	\$36,332.00	\$38,024.00	\$36,924.56	\$35,754.00

\$274,019.52 \$113,178.00

TOTAL: \$387,197.52



CHECK ALL THAT APPLY			
x	Bid Award	Bid #	16-40
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 13, 2016

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Recommend Mayor and City Council award the 1-year blanket bid for 1phase transformers to the lowest bidder as shown on the attached bid tabulation in the amount of \$295,087.72. Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$295,087

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



MEMORANDUM

DATE: December 13, 2016

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **1-ph. transformer bid award #16-40**

The City of Bentonville recommends awarding the bids for electric material in the total amount \$295,087.72. The low bidders for the various items are as follows:

Techline in the amount of \$295,087.72

This award is for 1 year, January-December 2017. The transformers will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

1-ph pad mount
Bid #16-40

[illegible]



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	16-41
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 13, 2016

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Recommend Mayor and City Council award the 1-year blanket bid for pole mount transformers to the lowest bidder as shown on the attached bid tabulation in the amount of \$170,370.95. Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$170,370

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



M E M O R A N D U M

DATE: December 13, 2016

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Pole Mount transformer bid award #16-41**

The City of Bentonville recommends awarding the bids for electric material in the total amount \$170,370.95. The low bidders for the various items are as follows:

Techline in the amount of \$147,501.95

Irby in the amount of \$22,869.00

This award is for 1 year, January-December 2017. The transformers will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

Pole Mount Transformer
Bid #16-41

ITEM NO.	QTY	UNIT	OUR PART NUMBER	DESCRIPTION	TECHLINE - HOWARD	TECHLINE - ABB	IRBY - CM	Techline - low bid - howard	Techline low bid - abb	Irby low bid - cm
1	20	EA	286 030 55705	10 KVA 120/240 POLE MOUNT TRANS	\$551.80	\$589.75	\$815.00	\$11,036.00		
2	30	EA	286 030 55710	15 KVA 120/240 POLE MOUNT TRANS	\$656.41	\$809.25	\$878.00	\$19,692.30		
3	6	EA	286 030 00003	15 KVA 277/480 POLE MOUNT TRANS	\$684.10	\$651.30	\$847.00		\$3,907.80	
4	50	EA	286 030 55714	25 KVA 120/240 POLE MOUNT TRANS	\$803.08	\$682.05	\$1,081.00		\$34,102.50	
5	3	EA	286 030 55715	25 KVA 240/480 POLE MOUNT TRANS	\$872.82	\$713.85	\$1,132.00		\$2,141.55	
6	6	EA	286 030 00002	25 KVA 277/480 POLE MOUNT TRANS	\$848.21	\$673.85	\$989.00		\$4,043.10	
7	3	EA	286 030 55718	37.5 KVA 120/240 POLE MOUNT TRANS	\$1,128.21	\$876.95	\$1,084.00		\$2,630.85	
8	30	EA	286 030 55722	50 KVA 120/240 POLE MOUNT TRANS	\$1,136.41	\$1,136.45	\$1,599.00	\$34,092.30		
9	3	EA	286 030 55723	50 KVA 277/480 POLE MOUNT TRANS	\$1,324.10	\$1,116.95	\$1,594.00		\$3,350.85	
10	3	EA	286 030 55727	75 KVA 120/240 POLE MOUNT TRANS	\$1,728.21	\$1,369.25	\$1,709.00		\$4,107.75	
11	3	EA	286 030 55728	75 KVA 277/480 POLE MOUNT TRANS	\$1,876.92	\$1,343.60	\$1,723.00		\$4,030.80	
12	3	EA	286 030 55731	100 KVA 120/240 POLE MOUNT TRANS	\$2,348.72	\$2,241.05	\$2,173.00			\$6,519.00
13	3	EA	286 030 55732	100 KVA 277/480 POLE MOUNT TRANS	\$2,183.59	\$1,893.35	\$2,245.00			\$6,735.00
14	3	EA	286 030 55737	167 KVA 120/240 POLE MOUNT TRANS	\$3,489.24	\$3,344.65	\$3,205.00			\$9,615.00
15	3	EA	286 030 55741	250 KVA 120/240 POLE MOUNT TRANS	\$5,209.23	\$4,195.90	\$5,232.00		\$12,587.70	
16	3	EA	286 035 55721	250 KVA 277/480 POLE MOUNT TRANS	\$4,001.03	\$3,926.15	\$4,926.00		\$11,778.45	
								\$64,820.60	\$82,681.35	\$22,869.00

Bid Tabulation Formal Bid # 16-41 Single Phase Pole Mount Transformers									
Line Item	Transformer Description	WESCO Howard		Central Moloney		ABB		Techline Howard	
		Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price
1	10KVA 120/240V	\$ 575.00	\$ 1,099.00	\$ 815.00	\$ 1,337.00	\$ 589.75	\$ 1,119.75	\$ 551.80	\$ 1,065.80
2	15KVA 120/240V	\$ 683.00	\$ 1,375.00	\$ 875.00	\$ 1,995.00	\$ 609.25	\$ 1,375.25	\$ 656.41	\$ 1,348.41
3	15KVA 277/480V	\$ 712.00	\$ 1,425.00	\$ 847.00	\$ 1,543.00	\$ 651.30	\$ 1,367.30	\$ 684.10	\$ 1,398.10
4	25KVA 120/240V	\$ 836.00	\$ 1,858.00	\$1,081.00	\$ 1,995.00	\$ 682.05	\$ 1,800.05	\$ 803.08	\$ 1,825.08
5	25KVA 240/480V	\$ 908.00	\$ 1,954.00	\$1,132.00	\$ 2,080.00	\$ 713.85	\$ 1,739.85	\$ 872.82	\$ 1,918.82
6	25KVA 277/480V	\$ 883.00	\$ 1,927.00	\$ 983.00	\$ 2,037.00	\$ 713.85	\$ 1,775.85	\$ 848.21	\$ 1,892.21
7	37.5KVA 120/240V	\$ 1,174.00	\$ 2,596.00	\$1,084.00	\$ 2,588.00	\$ 876.95	\$ 2,338.95	\$ 1,128.21	\$ 2,552.21
8	50KVA 120/240V	\$ 1,183.00	\$ 2,909.00	\$1,599.00	\$ 2,973.00	\$ 1,136.45	\$ 2,908.45	\$ 1,136.41	\$ 2,862.41
9	50KVA 277/480V	\$ 1,386.00	\$ 3,090.00	\$1,594.00	\$ 2,950.00	\$ 1,116.95	\$ 2,830.95	\$ 1,324.10	\$ 3,028.10
10	75KVA 120/240V	\$ 1,800.00	\$ 4,200.00	\$1,709.00	\$ 4,153.00	\$ 1,369.25	\$ 3,933.25	\$ 1,728.21	\$ 4,128.21
11	75KVA 277/480V	\$ 1,747.00	\$ 4,127.00	\$1,723.00	\$ 4,007.00	\$ 1,343.60	\$ 3,849.60	\$ 1,676.92	\$ 4,056.92
12	100KVA 120/240V	\$ 2,458.00	\$ 5,490.00	\$2,173.00	\$ 5,109.00	\$ 2,241.05	\$ 5,381.05	\$ 2,348.72	\$ 5,380.72
13	100KVA 277/480V	\$ 2,298.00	\$ 5,330.00	\$2,245.00	\$ 4,881.00	\$ 1,993.35	\$ 4,987.35	\$ 2,183.59	\$ 5,215.59
14	167KVA 120/240V	\$ 3,652.00	\$ 8,158.00	\$3,205.00	\$ 7,885.00	\$ 3,344.65	\$ 7,904.65	\$ 3,489.24	\$ 7,985.24
15	250KVA 120/240V	\$ 5,346.00	\$ 11,430.00	\$5,232.00	\$ 11,202.00	\$ 4,195.90	\$ 10,599.90	\$ 5,209.23	\$ 11,293.23
16	250KVA 277/480V	\$ 4,084.00	\$ 10,158.00	\$4,926.00	\$ 10,520.00	\$ 3,926.15	\$ 10,066.15	\$ 4,001.03	\$ 10,075.03
Notes: If no exceptions were listed on bid form, BEUD assumes that units supplied will meet all specifications. Any equipment received that does not meet spec will be returned at cost of supplier. Anixter / Central Moloney was not evaluated due to exception on 12 month pricing. Recommended low bidder for items 1-2, 8 to Techline quoting Howard Recommended low bidder for items 3-7, 9-11, 15-16 to Techline quoting ABB Recommended low bidder for items 12-14 to Irby quoting Central Moloney									



CHECK ALL THAT APPLY			
x	Bid Award	Bid #	16-42
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 13, 2016

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Recommend Mayor and City Council award the 1-year blanket bid for switchgears to the lowest bidder as shown on the attached bid tabulation in the amount of \$52,701.00. Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$52,701

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



M E M O R A N D U M

DATE: December 13, 2016

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Switchgear bid award #16-42**

The City of Bentonville recommends awarding the bids for street material in the total amount \$52,701. The low bidders for the various items are as follows:

Stuart Irby Co in the amount of \$52,701.00

This award is for one year, January-December 2017. The material will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

SWITCHGEAR BID #16-42

Page 1 of 1



CHECK ALL THAT APPLY			
X	Bid Award	Bid #	16-43
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 13, 2016

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Recommend the Mayor and City Council award the 1-year blanket bid for water/sewer material to the lowest bidder as shown on the attached bid tabulation in the amount of \$306,027.80. Items will be ordered on an 'as needed' basis.

COST TO CITY:

Cost of this Request: \$306,027

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



M E M O R A N D U M

DATE: December 13, 2016

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Water/Sewer Materials bid award #16-43**

The City of Bentonville recommends awarding the bids for water material in the total amount \$306,027.80. The low bidders for the various items are as follows:

Ferguson Waterworks in the amount of \$162,773.51
NW Arkansas Winwater in the amount of \$141,819.39
HD Supply in the amount of \$1,434.90

This award is for one year January – December 2017. The material will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

ITEM	YEARS QNTY.	UNIT	PART NO.	DESCRIPTION	FERGUSON	HD WATERWORKS	NW ARK WINWATER	FERGUSON LOW TOTAL	HD SUPPLY LOW TOTAL	WINWATER LOW TOTAL
1	1	EA	340 060 21254	FIRE HYDRANT 5-1/4X3 6" MJ SHOE AVK/CLOW	\$1,442.37	\$1,460.00	\$1,440.00			\$1,440.00
2	1	EA	340 060 21266	FIRE HYDRANT 5-1/4X3-1/2 6" MJ SHOE AVK/CLOW	\$1,475.97	\$1,500.00	\$1,490.00	\$1,475.97		
3	2	EA	340 060 21255	FIRE HYDRANT 5-1/4X4 6" MJ SHOE AVK/CLOW	\$1,493.34	\$1,517.00	\$1,510.00	\$2,986.68		
4	2	EA	340 060 21259	FIRE HYDRANT 5-1/4X4-1/2 6" MJ SHOE AVK/CLOW	\$1,526.73	\$1,538.00	\$1,530.00	\$3,053.46		
5	2	EA	340 060 21268	FIRE HYDRANT 5-1/4X5 6" MJ SHOE AVK/CLOW	\$1,527.13	\$1,570.00	\$1,565.00	\$3,054.26		
6	2	EA	340 060 00024	FIRE HYDRANT 5-1/4X5-1/2 6" MJ SHOE AVK/CLOW	\$1,595.21	\$1,650.00	\$1,628.00	\$3,190.42		
7	1	EA	340 060 21267	FIRE HYDRANT 5-1/4X5 6" MJ SHOE AVK/CLOW	\$1,677.20	\$1,720.00	\$1,635.00			\$1,635.00
8	100	FT	658 060 34358	PIPE 6" C-900 CL200 DR-14	\$4.08	\$5.35	\$4.18	\$408.00		
9	7,000	FT	658 060 34361	PIPE 8" C-900 CL200 DR-14	\$7.02	\$9.19	\$6.83			\$48,230.00
10	40	FT	658 060 34363	PIPE 12" C-900 CL200 DR-14	\$15.10	\$19.76	\$14.83			\$593.20
11	500	FT	658 060 34420	PIPE 4" SDR-26 12454B SEWER D3034	\$0.95	\$1.18	\$0.98	\$475.00		
12	400	FT	658 060 34394	PIPE 6" SDR-26 12454B SEWER D3034	\$1.93	\$2.55	\$1.92			\$768.00
13	7,000	FT	658 060 34433	PIPE 8" SDR-26 12454B SEWER D3034	\$3.47	\$4.59	\$3.40			\$23,800.00
14	100	FT	658 060 47073	PIPE 12" SDR-26 12454B SEWER D3034	\$7.75	\$10.27	\$7.50			\$760.00
15	2,000	FT	658 060 47074	3/4" CTS DRISCO TUBING SDR9 (100' PER REEL)	\$0.24		\$0.22			\$440.00
16	8,000	FT	658 060 00001	1" CTS DRISCO TUBING SDR9 (100' PER REEL)	\$0.33		\$0.30			\$2,400.00
17	17,000	FT	658 060 00001	TRACER WIRE 10 THIN SOLID COPPER	\$0.13	\$0.21	\$0.14	\$2,210.00		
18	10	EA	659 044 00009	4" ACCESSORY KIT MJ BOLT/GASKET	\$12.33	\$13.70	\$14.20	\$123.30		
19	60	EA	659 044 00003	6" ACCESSORY MJ BOLT/GASKET ONLY	\$15.07	\$16.65	\$16.02	\$904.20		
20	150	EA	659 044 00004	8" ACCESSORY MJ BOLT/GASKET ONLY	\$16.44	\$18.27	\$16.45	\$2,466.00		
21	20	EA	659 044 00007	12" ACCESSORY MJ BOLT/GASKET ONLY	\$23.29	\$25.88	\$23.40	\$465.80		
22	10	EA	659 044 00113	6" ACCESSORY MJ WITH GLAND	\$19.86	\$22.08	\$21.95	\$198.60		
23	10	EA	659 044 00115	8" ACCESSORY MJ WITH GLAND	\$23.29	\$25.88	\$25.55	\$232.90		
24	5	EA	659 044 00002	4" DI MEGALUG GLAND RETAINER FOR#JUF1400-4GLAND (SER 1400)	\$14.85	\$16.35	\$19.00	\$74.25		

25	5	EA	659 044 24411	8" DI MEGALUG GLAND RETAINER FORD#UFR1400D-D6 (SER 1400)	\$17.48	\$19.26	\$22.00	\$87.40	
26	5	EA	659 044 00001	8" DI MEGALUG GLAND RETAINER FORD#UFR1400D-D8 (SER 1400)	\$26.68	\$29.38	\$36.00	\$133.40	
27	5	EA	659 044 24417	6" MJ DI GLAND RETAINER FOR DUCTILE IRON	\$20.26	\$50.23		\$101.25	
28	5	EA	659 044 24416	8" MJ DI GLAND RETAINER FOR DUCTILE IRON	\$30.91	\$52.52		\$154.55	
29	10	EA	659 044 24516	4" CIRCLE-LOCK C-900 FORD #UFR1500-C-4	\$19.64	\$23.00	\$23.00	\$196.40	
30	20	EA	659 044 24517	6" CIRCLE-LOCK C-900 FORD#UFR1500-C-6	\$23.82	\$26.21	\$28.00	\$476.40	
31	100	EA	659 044 24518	8" CIRCLE-LOCK C-900 FORD#UFR1500-C-8	\$32.72	\$36.02	\$40.00	\$3,272.00	
32	10	EA	659 044 24519	12" CIRCLE-LOCK C-900 FORD#UFR1500-C-12	\$63.04	\$69.00	\$96.00	\$630.40	
33	20	EA	659 033 01300	ANCHOR COUPLING 6" MJ X 13" FUSION BOND EPOXY COATED US	\$148.64	\$165.17	\$148.65	\$2,972.80	
34	20	EA	659 033 01310	ANCHOR COUPLING 8" MJ X 13" FUSION BOND EPOXY COATED US	\$212.36	\$235.94	\$212.36	\$4,247.00	
35	5	EA	659 033 00004	ANCHOR COUPLING 12" MJ X 13" FUSION BOND EPOXY COATED US	\$620.61	\$689.00	\$620.62	\$3,103.05	
36	15	EA	659 017 03130	BEND 8" 45 MJ DI FUSION BOND EPOXY COATED	\$147.96	\$164.40	\$147.97	\$2,219.40	
37	2	EA	659 017 03132	BEND 8" 11-1/4 MJ DI FUSION BOND EPOXY COATED	\$131.52	\$145.13	\$131.53	\$263.04	
38	2	EA	659 042 20272	ELL 6" MJ DI FUSION BOND EPOXY COATED	\$129.46	\$143.86	\$129.47	\$258.92	
39	2	EA	659 042 20268	ELL 8" MJ DI FUSION BOND EPOXY COATED	\$185.63	\$206.27	\$185.64	\$371.26	
40	2	EA	659 085 46440	TEE ANCHOR 6X6X6 MJ DI EPOXY COATED FUSION BOND	\$209.61	\$232.90	\$209.62	\$419.22	
41	6	EA	659 085 00002	TEE ANCHOR 8X8X8 MJ DI EPOXY COATED FUSION BOND	\$363.06	\$403.39	\$363.06	\$2,178.30	
42	10	EA	659 085 46445	TEE ANCHOR 8X8X6 MJ DI EPOXY COATED FUSION BOND	\$265.78	\$295.30	\$265.79	\$2,657.80	
43	2	EA	659 085 46448	TEE ANCHOR 12X12X6 MJ DI EPOXY COATED FUSION BOND	\$458.95	\$509.94	\$458.96	\$917.90	
44	1	EA	659 085 46449	TEE ANCHOR 12X12X8 MJ DI EPOXY COATED FUSION BOND	\$519.23	\$576.92	\$519.24	\$519.23	
45	2	EA	659 085 46255	TEE 8X8X6 EPOXY COATED FUSION BOND	\$228.79	\$254.21	\$228.80	\$457.58	
46	2	EA	659 085 46257	TEE 12X12X12 EPOXY COATED FUSION BOND	\$579.51	\$643.90	\$579.52	\$1,159.02	
47	4	EA	659 027 05030	CAP 6" MJ DI EPOXY COATED FUSION BOND	\$51.37	\$57.12	\$51.38	\$205.48	
48	4	EA	659 027 05040	CAP 8" MJ DI EPOXY COATED FUSION BOND	\$78.77	\$87.53	\$78.78	\$315.08	
49	2	EA	659 027 05060	CAP 12" MJ DI EPOXY COATED FUSION BOND	\$150.70	\$167.44	\$150.71	\$301.40	
50	2	EA	659 065 37277	REDUCER 8X6 MJ DI EPOXY COATED FUSION BOND	\$119.87	\$133.20	\$119.88	\$239.74	
51	2	EA	659 073 44361	SOLID SLEEVE 8X12 MJ EPOXY COATED FUSION BOND WITH ACCESSORIES	\$111.65	\$124.07	\$111.66	\$223.30	
52	10	EA	659 073 44350	SOLID SLEEVE 8X12 MJ EPOXY COATED FUSION BOND WITH ACCESSORIES	\$147.95	\$164.40	\$147.97	\$1,479.60	
53	200	EA	670 063 20289	18" BROOKS METER TILE #22HX180ZKS	\$21.46	\$22.00	\$21.50	\$4,292.00	

54	60	EA	670 063 29287	1-HOLE METER TILE LID FOR 18" BROOKS METER TILE	\$22.82	\$25.05	\$23.20	\$1,369.20		
55	100	EA	670 063 29286	2-HOLD METER TILE FOR 18" BROOKS METER TILE	\$23.44	\$23.70	\$21.70			\$2,170.00
56	30	EA	670 063 29445	30 X 36 LARGE METER TILE MID-STATES #48P00036	\$140.00	\$155.00	\$130.00			\$3,900.00
57	30	EA	670 063 00001	30" METER TILE RING/LID TEXAS SPECIAL E.J.I.W.	\$138.88	\$175.00	\$150.00	\$4,166.40		
58	10	EA	670 067 00003	24" VALVE COVER EXTENSION TYLER #60 8850 SERIES	\$50.20	\$58.00	\$50.18			\$501.80
59	20	EA	670 067 00002	18" VALVE COVER EXTENSION TYLER #59 8850 SERIES	\$48.70	\$57.00	\$47.30			\$946.00
60	60	EA	670 067 49280	5-1/4 VALVE BOX COVER LID	\$11.50	\$15.70	\$11.45			\$687.00
61	20	EA	670 067 49281	VALVE COVER TOP SHORT 10-T	\$27.17	\$28.68	\$27.15			\$543.00
62	15	EA	670 067 49282	VALVE COVER BOTTOM SHORT 15-B	\$31.52	\$33.27	\$31.45			\$471.75
63	50	EA	670 067 49284	VALVE COVER TOP TALL 15-T	\$38.02	\$40.14	\$39.95	\$1,901.00		
64	50	EA	670 067 49283	VALVE COVER BOTTOM TALL 24-B	\$45.60	\$48.00	\$44.30			\$2,215.00
65	50	EA	670 067 49380	VALVE BOX RISER 5-1/4 X 2-1/4 TYLER #145547	\$14.70	\$16.00	\$20.00	\$735.00		
66	60	EA	670 067 50282	VALVE BOX PAD FORMED CEMENT CONTROL SEAT EPOXY	\$12.50	\$13.00	\$12.95	\$750.00		
67	12	EA	670 075 50285	8" GATE VALVE MJ MOD#2500 AMER. FLOW CONTROL SEAT EPOXY	\$403.56	\$405.00	\$405.00	\$4,842.72		
68	15	EA	670 075 50286	8" GATE VALVE MJ MOD#2500 AMER. FLOW CONTROL SEAT EPOXY	\$642.24	\$670.00	\$670.00	\$9,633.60		
69	2	EA	670 075 52331	12" GATE VALVE MJ MOD#2500 AMER. FLOW TRUE TAP	\$1,265.84	\$1,286.00	\$1,286.00	\$2,533.68		
70	2	EA	670 075 52332	8" TAP VALVE MOD#2500 AMER. FLOW TRUE TAP	\$562.68	\$595.00	\$595.00	\$1,125.36		
71	5	EA	670 075 52330	12" TAP VALVE MOD#2500 AMER. FLOW TRUE TAP	\$830.52	\$985.00	\$985.00	\$4,152.80		
72	1	EA	659 029 06810	COMP. COUPLING 4" X 7" CI 6.90-7.22 SIB# 441- 00000510-900	\$1,903.68	\$2,050.00	\$1,903.68	\$1903.68		
73	1	EA	659 029 06910	COMP. COUPLING 6" CI 6.90-7.22 SIB# 441- 00000722-900	\$559.07	\$57.40	\$53.00	\$57.40		
74	2	EA	659 029 06910	COMP. COUPLING 6" X 12" CI 6.90-7.22 SIB# 442- 00000945-400	\$75.75	\$77.37	\$80.00	\$151.50		
75	2	EA	659 029 07010	COMP. COUPLING 8" X 12" CI 8.05-9.45 SIB# 442- 00000945-400	\$155.04	\$158.30	\$165.00	\$310.08		
76	1	EA	659 029 07000	COMP. COUPLING 8" X 12" 9.05-9.45 SIB# 442- 00000945-400	\$214.74	\$219.00	\$230.00	\$214.74		
77	2	EA	659 029 19025	COMP. COUPLING 12" PLASTIC TO PLASTIC 13.20-13.50 SIB# 441-00001350-900 (short)	\$214.74	\$219.00	\$225.00	\$429.48		
78	1	EA	659 029 06620	COMP. COUPLING 12" X 12" PLASTIC TO PLASTIC 13.20-13.50 SIB# 442-00001350-400	\$160.10	\$172.50	\$170.00	\$160.10		
79	2	EA	659 029 06620	COMP. COUPLING 2" X 6" SIB# 525-23800-003	\$271.18	\$276.95	\$275.00	\$542.36		
80	30	EA	659 073 39023	SADDLE 6X1 CC D.S. FORD #F202-760X-CC4	\$22.70	\$22.50	\$24.00	\$675.00		
81	20	EA			\$25.93	\$25.15		\$478.60		

82	10	EA	659 073 39064	SADDLE 6X1 SS FORD #FS202-650-CC4	\$40.32	\$43.35		\$403.20	
83	4	EA	659 073 39065	SADDLE 6X2 SS FORD #FS202-650-IP7	\$45.24	\$49.99		\$180.96	
84	20	EA	659 073 39028	SADDLE 8X1 CC D.S. FORD #F202-979X-CC4	\$26.20	\$28.82		\$524.00	
85	70	EA	659 073 39082	SADDLE 8X1 SS FORD #FS202-905-CC4	\$48.68	\$53.54		\$3,407.60	
86	20	EA	659 073 39400	SADDLE 8X2 SS FORD #FS202-905-IP7	\$55.15	\$60.75		\$1,103.20	
87	20	EA	659 073 39022	SADDLE 12X1 CC D.S. FORD #F202-14.38X-CC4	\$40.51	\$44.56		\$810.20	
88	10	EA	659 073 39483	SADDLE 12X1 SS FORD #FS202-1320-CC4	\$64.87	\$71.35		\$648.70	
89	2	EA	659 073 39089	SADDLE 12X2 SS FORD #FS202-1320-IP7	\$89.12	\$76.05		\$138.24	
90	2	EA	659 073 39024	SADDLE 12X2 DS FORD #F202-1438-IP7	\$51.34	\$60.00		\$102.68	
91	2	EA	670 052 27001	LEAK CLAMP 4X7-1/2 S/B #227-05048007-000	\$75.13	\$76.70	\$76.00	\$150.26	
92	6	EA	670 052 27007	LEAK CLAMP 6X7-1/2 S/B #227-00068007-000	\$87.17	\$89.00	\$90.00	\$523.02	
93	2	EA	670 052 27037	LEAK CLAMP 6X12-1/2 S/B #227-00068012-000	\$130.77	\$133.55	\$131.00	\$261.54	
94	1	EA	670 052 27482	LEAK CLAMP 4" BELL JOINT FBC-500 OR S/B	\$80.18	\$85.00	\$112.00	\$60.18	
95	1	EA	670 052 27483	LEAK CLAMP 6" BELL JOINT S/B #274-00000650-000	\$116.04	\$118.50	\$119.00	\$116.04	
96	2	EA	670 052 27484	LEAK CLAMP 8" BELL JOINT S/B #274-0905-000	\$160.34	\$163.75	\$163.00	\$320.68	
97	6	EA	670 052 27185	LEAK CLAMP 2X3 SS/FC-GASKET S/B #244-023803-000	\$21.68	\$21.25	\$24.00	\$127.50	
98	10	EA	670 052 27188	LEAK CLAMP 2X6 SS/FC-GASKET S/B #244-023806-000	\$40.28	\$40.00	\$45.00	\$400.00	
99	100	EA	670 006 33370	PIPE LUBRICANT 1-GALLON 'EASY ON'	\$10.90	\$11.00	\$10.00	\$1,000.00	
100	15	EA	670 075 54001	WATER PLUG/PEDCO/IFOSROC CEMENT 50LB. PAIL	\$35.00	\$25.00	\$23.50	\$352.50	
101	375	EA	670 053 29243	METER SET 5/8X3/4X7 WITHOUT CHECK B-2404F WITH H-14222N AND H-14227N	\$80.40	\$88.50	\$83.85	\$30,150.00	
102	20	EA	670 053 29241	METER SET 1 X 10 B-2404F WITH H-14222N AND H-14227N	\$155.38	\$163.00	\$178.00	\$3,107.60	
103	25	EA	670 053 29359	METER SET 2" VV7112B-1177NL WITH BYPASS	\$851.96	\$647.00	\$638.05	\$15,951.25	
104	20	EA	659 006 01210	ADAPTER MALE LF 1" MUELLER H-15428N	\$11.82	\$13.00	\$12.04	\$236.40	
105	10	EA	659 006 01202	ADAPTER MALE LF 3/4" MUELLER H-15428N	\$10.17	\$11.75	\$10.38	\$101.70	
106	10	EA	659 006 01208	ADAPTER MALE LF 3/4" X 110 COMP X 1" MIP MUELLER H-15428N	\$11.08	\$12.75	\$11.30	\$110.80	
107	100	EA	659 006 01214	ADAPTER MALE LF 1" X 3/4" MUELLER H-15428N	\$10.16	\$11.75	\$10.70	\$1,016.00	
108	20	EA	659 006 00001	ADAPTER MALE LF 2" 110 COMP X 2" MIP MUELLER H-15428N	\$47.67	\$52.50	\$48.60	\$953.40	
109	150	EA	659 033 14067	COUPLING LF 3/4" 110 COMP MUELLER H-15403N	\$11.89	\$13.10	\$12.20	\$1,783.50	

110	200		EA	659 033 14081	COUPLING LF 1" 110 COMP MUELLER H-1503N	\$12.97	\$14.30	\$13.32	\$2,594.00		
111	20		EA	659 033 14086	COUPLING GALV/PVC 3/4" FORD #C-45-33NL	\$14.07	\$14.65	\$14.45	\$281.40		
112	10		EA	659 033 14095	COUPLING GALV/PVC 1" FORD #C-45-44NL	\$18.88	\$19.69	\$19.10	\$188.80		
113	10		EA	659 033 14084	COUPLING GALV/PVC 3/4" X 1" FORD #C-45-43NL	\$15.82	\$16.51	\$16.00	\$158.20		
114	20		EA	659 033 14059	COUPLING ST. 3/4" X 1" FORD #C-44-34NL	\$15.40	\$15.41	\$14.45	\$289.00		
115	10		EA	659 033 14477	COUPLING 2" BRASS FORD C-44-77NL	\$65.74	\$68.50	\$65.05	\$650.50		
116	25		EA	670 083 29245	METER CPLG. LF 5/8" 110 COMP - 5/8X3/4X3/4 MUELLER H-14227N	\$10.17	\$10.65	\$11.20	\$254.25		
117	50		EA	659 042 20110	ELL LF 110 COMP. 1" MUELLER H-16526N	\$19.60	\$20.44	\$20.00	\$980.00		
118	20		EA	659 042 20108	ELL LF 110 COMP. 3/4" MUELLER H-15526N	\$14.74	\$15.35	\$15.60	\$294.80		
119	25		EA	659 030 13072	CORP COCK LF 3/4" 300 PSI CCX110 COMP MUELLER H-8-25008N	\$32.15	\$33.50	\$32.84	\$803.75		
120	300		EA	659 030 13071	CORP COCK LF 1" 300 PSI CCX110 COMP MUELLER H-8-25008N	\$40.88	\$42.65	\$41.40	\$12,264.00		
121	100		EA	670 083 46082	U-BRANCH LF 1/2X1/2X1/2 MUELLER H-1503N	\$28.43	\$29.65	\$29.02	\$2,843.00		
122	2		EA	670 089 46080	VALVE BALL 1" FORD #B11-444NL	\$55.74	\$58.11	\$55.80	\$111.48		
123	30		EA	670 089 46083	VALVE BALL 2" FORD #B-11-777WNL	\$68.40	\$170.00	\$60.00	\$4,800.00		
124	50		EA	659 017 03657	BEND 4" 22-1/2 SDR-26 GXG HEAVY WALL SEWER	\$12.92	\$7.30	\$7.22	\$361.00		
125	25		EA	659 017 03656	BEND 4" 45 SDR-26 GXG HEAVY WALL SEWER	\$9.74	\$7.50	\$7.02	\$175.50		
126	60		EA	659 017 03653	BEND 4" 45 SDR-26 GXG HEAVY WALL SEWER	\$8.99	\$7.15	\$7.05	\$423.00		
127	1		EA	659 017 03631	BEND 8" 22-1/2 SDR-26 GXG HEAVY WALL SEWER	\$43.23	\$44.30	\$44.25	\$43.23		
128	5		EA	659 017 03530	BEND 8" 45 SDR-26 GXG HEAVY WALL SEWER	\$44.35	\$45.00	\$44.88	\$221.75		
129	2		EA	659 094 54824	WYE 8X8X8 GXG SDR-26 HEAVY WALL SEWER	\$81.31	\$87.00	\$79.80	\$159.60		
130	50		EA	659 094 54820	WYE 8X8X4 GXG SDR-26 HEAVY WALL SEWER	\$40.43	\$41.00	\$39.65	\$1,982.50		
131	2		EA	659 094 54822	WYE 8X8X6 GXG SDR-26 HEAVY WALL SEWER	\$46.50	\$48.00	\$41.52	\$83.04		
132	70		EA	659 073 00011	SEWER TAP SADDLE TEE 4" ROMAC INDS. #218-4804U	\$69.00	\$78.00	\$60.00	\$4,200.00		
133	100		EA	659 033 16409	CPLG. 4" CIPL X 4" CIPL MISSION #MR56 44 ARC		\$23.90	\$20.60	\$2,060.00		
134	30		EA	659 033 16405	CPLG. 4" CL X 4" CIPL MISSION #MR02 44 ARC		\$33.15	\$30.32	\$909.60		
135	20		EA	659 033 16424	CPLG. 6" CIPL X 6" CIPL MISSION #MR56 66 ARC		\$43.75	\$39.35	\$787.00		
136	100		EA	659 033 16407	CPLG. 6" CL X 6" CIPL MISSION #MR02 66 ARC		\$61.00	\$51.25	\$5,125.00		
137	20		EA	659 033 16425	CPLG. 8" CIPL X 8" CIPL MISSION #MR56 088 ARC		\$58.00	\$67.85	\$1,157.00		



CHECK ALL THAT APPLY			
x	Bid Award	Bid #	16-44
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 13, 2016

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Recommend Mayor and City Council award the 1-year blanket bid for street materials to the lowest bidder as shown on the attached bid tabulation in the amount of \$214,025.00. Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$214,025

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



M E M O R A N D U M

DATE: December 13, 2016

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Street Material bid award #16-44**

The City of Bentonville recommends awarding the bids for street material in the total amount \$214,025. The low bidders for the various items are as follows:

McClinton Anchor in the amount of \$6,375.00
Benton County Stone in the amount of \$165,650.00
Hutchenson Construction in amount of \$42,000.00

This award is for one year, January-December 2017. The material will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

CITY OF BENTONVILLE
1-year Blanket Bid
Street Materials

Bid No. 16-44

YEARLY QUANTITY	UNIT	DESCRIPTION	UNIT PRICE WITH HAUL CHARGE	EXTENSION
7,000	TON	Our # 750 035 04017 SB2/CLASS 7 BASE <u>Benton County Stone</u>	<u>\$11.45</u>	<u>80,150.00</u>
6,000	TON	Our # 750 035 00005 CHAT 3/4" CLASS 67 BEDDING MATERIAL <u>Benton County Stone</u>	<u>\$14.25</u>	<u>85,500.00</u>
500	TON	Our # 750 035 04040 B-STONE (LARGE ROCK FOR DRAINAGE) <u>APAC</u>	<u>\$12.75</u>	<u>6,375.00</u>
400	TON	Our # 750 060 04018 PREMIX <u>Hutchenson Contruction</u>	<u>\$105.00</u>	<u>42,000.00</u>
		TOTAL BID COST		<u>\$214,025.00</u>



CHECK ALL THAT APPLY			
x	Bid Award	Bid #	16-45
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 13, 2016

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Recommend Mayor and City Council award the 1-year blanket bid for janitorial supplies to the lowest bidder as shown on the attached bid tabulation in the amount of \$47,261.50. Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$47,261

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



M E M O R A N D U M

DATE: December 13, 2016

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Janitorial Supplies bid award #16-45**

The City of Bentonville recommends awarding the bids for street material in the total amount \$47,261.50. The low bidders for the various items are as follows:

D&G Springfield Janitor Supplies in the amount of \$43,861.50
Glore Company in the amount of \$3400.00

This award is for one year, January-December 2017. The material will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

CITY OF BENTONVILLE

601 S.E. 4TH ST.
BENTONVILLE, AR 72712
PHONE: (479) 271-3145
FAX: (479) 271-3138
AMY BLOOD

BID#16-45

ITEM NO.	UOM	QTY	OUR PART NO.	DESCRIPTION	UNIT PRICE	D&G	GLORE	MEMCO	
									*NO QUOTE
1	EACH	1000	485 046 05364	KCC-41455 WYPALL WORKHORSE RAGS 9"X16"	\$7.70	\$7.70	\$9.30		\$7,700.00
2	EACH	200	485 014 00004	BRAWNY HAND TOWEL #21500	\$9.79	\$9.79	\$9.95		\$1,958.00
3	CASE	500	485 073 05211	MULTI-FOLD TOWEL CP21000 ULTRA WHITE 2 PLY	\$16.91	\$16.91	\$25.00		\$8,455.00
4	CASE	50	485 073 05229	ROLL TOWEL 7.87" GP ENVISION #26401	\$21.49	\$21.49	\$30.00		\$1,074.50
5	CASE	150	485 046 04972	CENTER PULL TOWEL 2 PLY GEN 203	\$20.86	\$20.86	\$22.00		\$3,129.00
6	CASE	50	485 046 05301	TOILET TISSUE WIN-2200 (96CT/CASE)	\$68.00		\$68.00		\$3,400.00
7	CASE	250	485 092 05283	TOILET TISSUE MILLENNIUM GEN 29 (JUMBO 9")	\$19.96	\$19.96	\$27.00		\$4,990.00
8	QUART	3000	485 024 04909	BATHROOM CLEANER NABC #7116 NON-ACID DISINFECTANT 32OZ.	\$2.20	\$2.20	\$2.33		\$6,600.00
9	CASE	500	485 092 05328	60 GAL. 2.0 MIL BLACK TRASH BAGS EC385820K	\$19.91	\$19.91	\$35.00		\$9,955.00
									\$47,261.50



CHECK ALL THAT APPLY			
X	Bid Award	Bid #	16-57
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 13, 2016

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Recommend Mayor and City Council award bid #16-57 for 750 underground wire to the lowest bidder as shown on the attached bid tabulation in the amount of \$74,655.

COST TO CITY:

Cost of this Request: \$74,655

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



M E M O R A N D U M

DATE: December 13, 2016

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: 750 Underground Wire Bid #16-57

The City of Bentonville recommends awarding the bid for 750 underground wire in the total amount \$74,655.00. The low bid for this item follows.

Arkansas Electric Company in the amount of \$74,655

Anixter Inc, would only hold their price through December 7th, 2016

This award is to replenish minimum stock level and provide on underground jobs within the city.

~ 162 ~

Page 1 of 1



CHECK ALL THAT APPLY			
X	Bid Award	Bid #	16-47
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 13, 2016

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Recommend the Mayor and City Council award the bid for the steel/wood poles and transmission materials for the electric relocation for 8th Street to Dis-Tran in the amount of \$417,201.00.

COST TO CITY:

Cost of this Request: \$417,201

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

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



PLEASE RECYCLE



M E M O R A N D U M

DATE: December 5, 2016

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

**RE: Bid award for Steel/Wood poles and
Transmission materials**

The Electric Department recommends awarding the bid for the steel/wood poles and transmission line materials for the 8th St. electric relocation to Dis-Tran in the amount of \$417,201.00. The installation of the materials will bid at a later date.

Dis-Tran was not the lowest bidder, however the low bidder had numerous exceptions and was the most technically compliant bidder after the consultant analyzed the entire bid packages.

BID/RFP RECOMMENDATION	
Project No.:	94864
Project Name:	City of Bentonville 8th Street Relocation Project
Package No./Name:	16-47 - T-Line Material & Poles
BASIS OF RECOMMENDATION	
Lowest Evaluated Cost:	☒ X
Sole Source:	☐
Lead Time/Delivery:	☐
Only Technically Acceptable Supplier:	☐
Other (Please Explain):	☐
Recommended Supplier/Subcontractor:	Dis-Tran
PRICE CONSIDERATION	
Dis-Tran was the lowest evaluated price. Anixter's bid had numerous exceptions to the contract.	
TECHNICAL EVALUATION	
Dis-Tran was the most technically compliant bidder.	
COMMERCIAL EVALUATION	
Dis-Tran is the most commercially compliant bidder. Anixter's bid had numerous exceptions to the contract.	
SUMMARY AND RECOMMENDATION	
It is our recommendation to award this package to Dis-Tran. Burns & McDonnell has experience working with Dis-Tran on numerous projects.	

Project No.: 94864				
City of Bentonville 8th Street Relocation Project				
16-47-T-Line Material & Poles				
Budget:	\$	-	#1	#2
Bidder's Name-->		Dis-Tran	Anixter/HD Supply	Hamby Young
Bidder's Contact Information-Name-->		Anthony Campo	James Sagal	Nicole Centeno
Bidder's Contact Information-Phone-->		318.427.9329	330-342-8735	740-548-3646
Quote/Proposal No.-->		28962	112816	112316
Date-->		29-Nov-16	29-Nov-16	29-Nov-16
Price Breakdown Specified				
Base Requirements Specified				
1-Steel Poles	\$	340,937.37	\$ 345,712.00	\$ 347,588.52
2-Wood Poles	\$	56,887.81	\$ 55,734.05	\$ 69,047.66
3-T-Line Hardware	\$	19,375.40	\$ 14,616.80	\$ 22,099.92
4-Freight		Included	Included	Included
5-				
Total Base Amount	\$	417,200.58	\$ 416,062.85	\$ 438,736.10
Alternates Specified				
A-				
Total Alternates Selected (marked with an "X")	\$	-	\$ -	\$ -
Supplier Provided Options				
Total Supplier Provided Options Selected (marked with an "X")	\$	-	\$ -	\$ -
Commercial Adjustments				
CA1-				
CA2-				
Total Commercial Adjustment Amount	\$	-	\$ -	\$ -
Technical Adjustments				
Total Technical Adjustment Amount	\$	-	\$ -	\$ -
PRICING SUMMARY				
Total Evaluated Amount	\$	417,201	\$ 416,063	\$ 438,736
Over/Under Base Amount	\$	1,138	BASE	\$ 22,673
Over/Under Budgeted Amount	\$	417,201	\$ 416,063	\$ 438,736
Ranking		2	1	3

COMMERCIAL BID TAB
16-47 - T-Line Material & Poles

ITEM	SPECIFIED	Dis-Tran	Ani/Mer/HD Supply	Hamby Young	MD Henry
1 QUOTE REFERENCE	Quote No. Received by Procurement	28952 29-Nov-16	112816 29-Nov-16	112316 29-Nov-16	14379 29-Nov-16
2 FIRM PRICE VALIDITY	60 days from date of submission	No exception	No exception	No exception	No exception
3 PAYMENT TERMS	Net 30	Net 30	Net 30	Net 30	100% Net 30. 1-1/2% service charge applied to delayed payment unless prior agreement.
4 DELIVERY SCHEDULE	Begin within 10 weeks after issuance and complete work within 12 weeks	All items can deliver within 12 weeks, except as follows: Anchor bolts/cages for foundation steel poles 6 weeks ARO, steel poles beginning at 12 weeks and ending at 15 weeks ARO, steel pole shipment is approximately 9 trucks, with approximately 4 poles per truck. Structure design submittal 2 weeks ARO, details 4 weeks after design approval.	Steel Poles, Jan 2017 ARAD, Wood Poles 3-4 weeks, hardware 2-6 weeks, dead end insulator 13 weeks. Delivery is based on verification after approval drawings.	Steel poles 16-18 weeks, wood poles 12-15 weeks, hardware 5-9 weeks ARO	Drawings ARO 8 weeks, Structure delivery 14-16 ARAD.
5 FREIGHT TERMS	DDP Jobsite	No exception	No exception	No exception	deliver to one location. Takes no responsibility for road conditions or utilities before or after delivery.
6 WARRANTY PERIOD		The warranty period will extend for 12 months beyond installation or 18 months beyond delivery whichever ever should occur first unless specifically modified by the Purchase Agreement.	Standard manufacturing warranty of one year after energized. Can offer extended if they know what is required.	18 months from date of shipment or 1 year from date of energization whichever occurs first.	18 months from date of shipment or 1 year from date of energization whichever occurs first.
7 LIQUIDATED DAMAGES - SUBMITTAL DOCUMENTS	Extensions shall be in writing and not guaranteed	No exception	NELLO needs further explanation before accepting LDs. Takes exception to LDs.	No exception	No exception
8 LIQUIDATED DAMAGES - EQUIPMENT DELIVERY	Extensions shall be in writing and not guaranteed	No exception	NELLO needs further explanation before accepting LDs	No exception	No exception
9 LIQUIDATED DAMAGES - PERFORMANCE	n/a	n/a	n/a	n/a	n/a
10 PERFORMANCE BOND/LOC	n/a	n/a	n/a	n/a	n/a
11 Field Service Rates					
12 Cancellation Schedule					
12 Other comments			Takes exception to numerous contract definition: excusable delay, disputes and quality of work, patents, warranty of title, general guarantee, and LOL. See exceptions sheet.		

Clarification: Project No.: 04864

16-47 - T-Line Material & Poles

Dis-Tran
11/20/2016

Anixter/HD Supply
11/20/2016

Hamby Young
11/29/2016

MD Henry
11/29/2016

The H3/95' wood pole may not be available with requested CCA treatment within requested lead time. This item is offered with PENTA treatment.

Dis-Tran proposed an alternative coating for the direct embedded poles. BMCD has reviewed the cut sheet provided by Dis-Tran and it appears to meet the specifications required.

Provide new materials domestic origin.

The base plate material will be made out of A572-G50 in lieu of A633.

All wood poles will be Southern Yellow Pine poles with the exception of the two eighty-foot H@ and the three eighty-five foot H2 poles which will be Douglas Fir.

Lam scan on base plates per A578.

Charge testing on tapered tube plate and base plates only, exception taken to all others.

Specifications called for pole diameters not to exceed 20" for cross arms. This could not be achieved on the following poles: MAXX-69-YY-DE, TERM-12.5-YY, TERM-12.5-YY, TSX-69-YY.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 13, 2016

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

An ordinance authorizing the Mayor and City Council waive the requirements of competitive bidding and enter into an agreement with Mueller for electric meters per the City of Bentonville's specifications in the amount of \$280,981.50. This is a 'Single Source' item in the State of Arkansas.

COST TO CITY:

Cost of this Request: \$280,982

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



M E M O R A N D U M

DATE: December 13, 2016

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Mueller electric meters**

The City Of Bentonville recommends the Mayor and City Council waive the requirements for competitive bidding enter into an agreement with Mueller Systems, Inc. for the purchase of the electric meters. Mueller Systems, Inc. is the single source supplier of the electric smart meters, and the meters will be ordered on an as needed basis for 2017.

REQUEST FOR WAIVER OF BID

Date	<u>12/13/2016</u>		
Requested by:	<u>Travis Matlock</u>		
Department:	<u>Inventory Control Dept.</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Inventory Materials - Electric Meters & Water Meters</u>		
Year & Model:	<u>Elec - Landis + GIR; Water - Hershey</u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Mueller Systems LLC</u>		
	<u>10210 Statesville Blvd</u>		
	<u>Cleveland, NC 27013</u>		
Amount:	Base Amount:	\$	<u>496,745.50</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>496,745.50</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
The City of Bentonville will order both electric meters and water meters from Mueller Systems. Due to the AMI system upgrade this is a single source item and the prices are good from January to December 2017.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-18-99			

CITY OF BENTONVILLE

601 S.E. 4TH ST.
BENTONVILLE, AR 72712
PHONE: (479) 271-3145
FAX: (479) 271-3138
AMY BLOOD

ITEM NO.	QUANTITY	UNIT	OUR PART NO.	DESCRIPTION	UNIT COST	
1	1,248	EA.	285 061 00007	SMARTMETER 2S FOCUS ENERGY ONLY #MSE-SMFS-2S-001	\$95.00	\$118,560.00
2	240	EA.	285 061 00008	SMARTMETER 2SE CLASS 320 240V #MSE-SHF-2SE-P	\$330.00	\$79,200.00
3	1	EA.	285 061 36716	SMARTMETER 2S AX DISCONNECT #MSE-SHFD-2S-P	\$449.50	\$449.50
4	1	EA.	285 061 36715	SMARTMETER 3S PLASTIC 120V ENERGY ONLY #MSE-CHS-3S-P	\$482.00	\$482.00
5	1	EA.	285 061 36714	SMARTMETER L&G C&I 9S PLST ENERGY W/DEMAND #MSE-CHS-9S-P	\$525.00	\$525.00
6	16	EA.	285 061 36686	SMARTMETER L&G C&I 16S PLST ENERGY W/DEMAND #MSE-CHS-16S-P	\$525.00	\$8,400.00
7	48	EA.	285 061 36771	SMARTMETER C&I 16SE PLSTC ENERGY W/DEMAND #MSE-CHS-16SE-P	\$710.00	\$34,080.00
8	28	EA.	285 061 36690	SMARTMETER H L&G 12S PLSTC ENERGY W/DEMAND #MSE-NHF-12S-P	\$410.00	\$11,480.00
9	8	EA.	285 061 36691	SMARTMETER H C&I 12SE PLSTC ENERGY W/DEMAND #MSE-CHS-12SE-P	\$674.00	\$5,392.00
10	12	EA.	285 061 36772	SMARTMETER C&I PWR 16K ENERGY W/DEMAND #MSE-CHS-16K-P	\$994.00	\$11,928.00
11	1	EA.	285 061 36719	SMARTMETER 2K CLASS 480 240V/3W #MSE-SHF-2K-P	\$481.00	\$481.00
12	8	EA.	285 061 36708	SMARTMETER L&G C&I 4S/5S PLST ENERGY W/DEMAND #MSE-CHS-5S-P	\$530.00	\$4,240.00
						\$275,217.50

CITY OF BENTONVILLE

601 S.E. 4TH ST
BENTONVILLE, AR 72712
PHONE: (479) 271-3145
FAX: (479) 271-3138
AMY BLOOD

ITEM NO.	QNTY.	UNIT	OUR PART NO.	DESCRIPTION	UNIT COST	
13	4	EA.	285 061 00009	SMARTMETER H L&G 1S ENERGY ONLY #MSE-SHF-1S-P	\$373.00	\$1,492.00
14	1	EA.	285 061 00003	SMARTMETER 4S CLASS 20 240V #MSE-SHF-4S-P	\$359.00	\$359.00
15	1	EA.	285 061 00006	SMARTMETER C&I PWR 4S/5S (RX) REACTIVE #MSE-CHSP-5S-P	\$658.00	\$658.00
16	1	EA.	285 061 00012	SMARTMETER C&I PWR 9S (RX) REACTIVE #MSE-CHSP-9S-P	\$658.00	\$658.00
17	1	EA.	285 061 36687	SMARTMETER C&I PWR 16S (RX) REACTIVE #MSE-CHSP-16S-P	\$653.00	\$653.00
18	1	EA.	285 061 36692	SMARTMETER C&I PWR 16SE (RX) REACTIVE #MSE-CHSP-16SE-P	\$917.00	\$917.00
19	1	EA.	285 061 36713	SMARTMETER C&I PWR 16K (RX) REACTIVE #MSE-CHSP-16K-P	\$1,027.00	\$1,027.00
						\$5,764.00

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF ELECTRIC METERS FOR THE CITY OF BENTONVILLE FROM MUELLER SYSTEMS AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of electric meters for the City of Bentonville from Mueller Systems in the per unit cost set forth in the attached Exhibit A.

Section 2: Because these are required by City specifications and are single source items in the State of Arkansas, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 13, 2016

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

An ordinance authorizing the Mayor and City Council to waive the requirements of competitive bidding and enter into an agreement with Mueller for water meters less than 2" per the City of Bentonville's specifications in the amount of \$215,764. This is a 'Single Source' item in the State of Arkansas.

COST TO CITY:

Cost of this Request: \$215,764

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



M E M O R A N D U M

DATE: December 13, 2016

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Mueller water meters**

The City Of Bentonville recommends the Mayor and City Council waive the requirements of competitive bidding and enter into an agreement with Mueller Systems, Inc. for the purchase of water meters smaller than 2". Mueller Systems, Inc. is the single source supplier of the water smart meters, and the meters will be ordered on an as needed basis for 2017.

REQUEST FOR WAIVER OF BID

Date	<u>12/13/2016</u>		
Requested by:	<u>Travis Matlock</u>		
Department:	<u>Inventory Control Dept.</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Inventory Materials - Electric Meters & Water Meters</u>		
Year & Model:	<u>Elec - Landis + GIR; Water - Hershey</u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Mueller Systems LLC</u>		
	<u>10210 Statesville Blvd</u>		
	<u>Cleveland, NC 27013</u>		
Amount:	Base Amount:	\$	<u>496,745.50</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>496,745.50</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
The City of Bentonville will order both electric meters and water meters from Mueller Systems. Due to the AMI system upgrade this is a single source item and the prices are good from January to December 2017.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-18-99			

CITY OF BENTONVILLE

601 S.E. 4TH ST
BENTONVILLE, AR 72712
PHONE: (479) 271-3145
FAX: (479) 271-3138
AMY BLOOD

MUELLER WATER METERS 2017

ITEM NO.		UNIT	OUR PART NO.	DESCRIPTION	UNIT COST	
1	800	EA.	670 095 29488	METER 5/8 X 3/4 420C, PB, SSR, 5' NODE VOGA436	\$191.33	\$153,064.00
2	200	EA.	670 095 00018	METER 5/8 X 3/4 420B, BB, SSR, 5' NODE VOGB236	\$205.74	\$41,148.00
3	20	EA.	670 095 29477	METER 1" 452, IB, SSR, 5' NODE VOKS136	\$297.60	\$5,952.00
4	200	EA.	670 095 29481	MOUNTING KIT MI.NET TTL MS-TTL 8/PKG V3	\$15.00	\$3,000.00
5	100	EA.	670 095 00019	NODE ONLY 3' WIRE MSW-NODE3-05	\$126.00	\$12,600.00
						\$215,764.00

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF WATER METERS FOR THE CITY OF BENTONVILLE FROM MUELLER SYSTEMS AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of water meters for the City of Bentonville from Mueller Systems in the per unit cost set forth in the attached Exhibit A.

Section 2: Because these are required by City specifications and are single source items in the State of Arkansas, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 13, 2016

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

An ordinance authorizing the Mayor and City Council to waive the requirements of competitive bidding and enter into an agreement with HD Supply Waterworks for SENSUS brand water meters 2" and larger per the City of Bentonville's specifications in the amount of \$93,090. This is a 'Single Source' item in the State of Arkansas.

COST TO CITY:

Cost of this Request: \$93,090

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



M E M O R A N D U M

DATE: December 13, 2016

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Sensus Water Meters**

For water meters 2" and larger, the City Of Bentonville uses only Sensus meters. HD Waterworks Supply is the single source supplier of Sensus water meters in this area. The meters will be ordered on an as needed basis for 2017.

REQUEST FOR WAIVER OF BID

Date	<u>12/13/2016</u>		
Requested by:	<u>Travis Matlock</u>		
Department:	<u>Inventory Control Dept</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Inventory Materials - Water Meters</u>		
Year & Model:	<u>SENSUS</u>		
Serial #	<u></u>		
To Be Purchased From:	<u>HD Supply Waterworks</u>		
	<u>856 W. Henri De Tonti Blvd</u>		
	<u>Tonitown, AR 72770</u>		
Amount:	Base Amount:	\$	<u>93,090.00</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>93,090.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
SENSUS Brand water meters are part of the City of Bentonville Specifications. As in previous years we have purchased our water meters from HD Waterworks and are a "Single Source" item in Arkansas. No other vendors can supply this item in Arkansas. Their prices are firm for the year 2017.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-18-99			

CITY OF BENTONVILLE

601 S.E. 4TH ST
BENTONVILLE, AR 72712
PHONE: (479) 271-3145
FAX: (479) 271-3138
AMY BLOOD

SENSUS WATER METERS 2017

ITEM NO.	QNTY.	UNIT	OUR PART NO.	DESCRIPTION	UNIT COST	
1	10	EA	670 095 29455	2" T2 OMNI METER T21G1BA	\$839.84	\$8,398.40
2	1	EA	670 095 29457	3" T2 OMNI METER T31G1BA	\$1,046.57	\$1,046.57
3	2	EA	670 095 29471	4" T2 OMNI METER T41G1AA	\$2,037.44	\$4,074.88
4	1	EA	670 095 29470	6" T2 OMNI METER T61G1AA	\$3,668.07	\$3,668.07
5	1	EA		8" T2 OMNI METER T81G1AA	\$6,224.95	\$6,224.95
6	1	EA		10" T2 OMNI METER TA1G1AA	\$8,116.08	\$8,116.08
7	2	EA	670 095 00015	2" T2 DROP ASSEMBLY T29G1BA	\$613.20	\$1,226.40
8	1	EA	670 095 00016	3" T2 DROP ASSEMBLY T39G1BA	\$685.92	\$685.92
9	1	EA	670 095 00017	4" T2 DROP ASSEMBLY T49G1AA	\$685.92	\$685.92
10	1	EA	670 095 29467	6" T2 DROP ASSEMBLY T69G1AA	\$1,299.29	\$1,299.29
11	1	EA		8" T2 DROP ASSEMBLY T89G1AA	\$1,681.04	\$1,681.04
12	1	EA		10" T2 DROP ASSEMBLY TA9G1AA	\$1,681.04	\$1,681.04

\$38,788.56

CITY OF BENTONVILLE

601 S.E. 4TH ST
BENTONVILLE, AR 72712
PHONE: (479) 271-3145
FAX: (479) 271-3138
AMY BLOOD

SENSUS WATER METERS 2017

ITEM NO.	QNTY.	UNIT	OUR PART NO.	DESCRIPTION	UNIT COST
13	1	EA	F2CG1BA	2" F2 OMNI METER	\$1,342.50
14	1	EA	NA	3" F2 OMNI METER	N/A
15	1	EA	F4CG1AA	4" F2 OMNI METER	\$5,947.14
16	1	EA	F6CG1AA	6" F2 OMNI METER	\$9,045.85
17	1	EA	FA8CG1AA	8" F2 OMNI METER	\$11,850.00
18	1	EA	FACG1AA	10" F2 OMNI METER	\$16,950.00
19	1	EA	F29G1BA	2" F2 DROP ASSEMBLY	\$1,061.44
20	1	EA	NA	3" F2 DROP ASSEMBLY	N/A
21	1	EA	F49G1AA	4" F2 DROP ASSEMBLY	\$1,278.39
22	1	EA	F69G1AA	6" F2 DROP ASSEMBLY	\$1,958.53
23	1	EA	F89C1AA	8" F2 DROP ASSEMBLY	\$2,433.87
24	1	EA	FA9G1AA	10" F2 DROP ASSEMBLY	\$2,433.87

\$54,301.59

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF SENSUS WATER METERS FOR THE CITY OF BENTONVILLE FROM HD SUPPLY WATERWORKS AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of SENSUS water meters for the City of Bentonville from HD Supply Waterworks in the per unit cost set forth in the attached Exhibit A.

Section 2: Because these are required by City specifications and are single source items in the State of Arkansas, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 13, 2016

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

An ordinance authorizing the Mayor and City Council to waive the requirements of competitive bidding and enter into an agreement with Holophone Ornamental Lighting for the City of Bentonville's standardized approved lighting. Prices to remain the same January through December, 2017 for the amount of \$488,645.00

COST TO CITY:

Cost of this Request: \$488,645

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

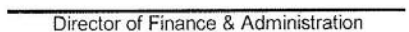
www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>12/13/2016</u>		
Requested by:	<u>Travis Matlock</u>		
Department:	<u>Inventory Control Dept.</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Holophane Ornamental Lighting</u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Holophane Ornamental Lighting</u>		
	<u>1 Lithonia Way</u>		
	<u>Conyers, GA 30012</u>		
Amount:	Base Amount:	\$	<u>488,645.00</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>488,645.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Holophane brand lighting is installed in our system and is part of the City of Bentonville Specifications. Holophane lights will maintain a consistent look throughout the City of Bentonville on all projects to be finalized in 2017.			
			
Department Head		Director of Finance & Administration	
Revised 6-18-99			

M E M O R A N D U M

DATE: December 13, 2016

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Decorative Lighting - Holophane**

The City of Bentonville recommends waiving the bid and entering into a contract with Holophane Ornamental Lighting for the standard decorative lighting in the total amount of \$488,645.00

This waiver is for one year, January-December 2017. The material will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

ITEM #	QTY	BEUD Inventory Number	Holophane Part Number	Item Category	Item Description	Unit \$	Ext \$
0153							
1	100	BEN-540-069-00011	WDA12F5J17P07LABBK		Wadsworth 12", 5" Fluted, Cast Aluminum, Black	\$ 653.00	\$ 65,300.00
2	15	BEN-540-069-00012	NYA12F5J17P07LAB		North Yorkshire, 12", 5" Fluted, Cast Aluminum, 17" Diameter Base, Black	\$ 817.00	\$ 12,255.00
3	15	BEN-540-069-00013	CHA12F5J16P07LABBK		Charleston Series Pole, 12" Tall, 5" Fluted Shaft, 16" Diameter Base, Cast Aluminum, Black Finish	\$ 1,010.00	\$ 15,150.00
4	10	BEN-540-069-00077	WDA12L4E17P07LABBK		SITELINK SL4 SERIES ALUMINUM POLE, 12" TALL, 3"X3" TENON, 17" DIAMETER BASE, FINISHED HOLOPHANE BLACK, WADSWORTH BASE	\$ 1,019.00	\$ 10,190.00
5	5	BEN-540-069-00029	WDA12L4E17P07LABBK		SITELINK SL4 SERIES ALUMINUM POLE, 8" TALL, 3"X3" TENON, 17" DIAMETER BASE, FINISHED HOLOPHANE BLACK, WADSWORTH BASE	\$ 1,010.00	\$ 5,050.00
6	5	BEN-540-069-00030	WDA08L4E17P07LABBK		SITELINK SL4 SERIES ALUMINUM POLE, 12" TALL, PLAIN POLE CAP, 12" DIAMETER BASE, FINISHED HOLOPHANE BLACK, CHARLESTON BASE	\$ 924.00	\$ 4,620.00
7	5	BEN-540-069-00033	CHA12L4E12P07LABBK		SITELINK SL4 SERIES ALUMINUM POLE, 12" TALL, 3"X3" TENON, 12" DIAMETER CHARLESTON BASE, FINISHED HOLOPHANE BLACK	\$ 1,039.00	\$ 5,195.00
8	5	BEN-540-069-00040	CHA 12 L4E 12 P07 LAB BK		FLUTED TAPERED ALUMINUM 10" X, 250" X 30" MOUNTING HEIGHT, PROVISION FOR RECEPTACLE, BLACK	\$ 1,136.00	\$ 5,680.00
9	10	BEN-540-069-00043	FTA30E1-P9-BK-R		FLUTED TAPERED ALUMINUM 10" X, 250" X 30" MOUNTING HEIGHT, BLACK	\$ 2,511.00	\$ 25,110.00
10	5	BEN-540-069-00078	FTA30E1-P9-BK		WADSWORTH CAST ALUMINUM POLE, 12" TALL, 5" STRAIGHT FLUTED SHAFT WITH A 4.38"X12" TENON, 17" DIAMETER, BASE, FINISHED HOLOPHANE BLACK, TYPICALLY USED WITH HALLBROOK	\$ 2,511.00	\$ 12,555.00
11	5	BEN-540-069-00048	WDA12F5J17P11LABBK		30FT, 6.6 x 2.4 x 11 Gauge Wall, Tenon 2.380 D, X 4inch LG., No Drill Pattern, Gray Paint, Less Anchor Bolts	\$ 879.00	\$ 4,395.00
12	5	BEN-540-069-00049	RTS3068P2NDGR		COLUMBIA CAST IRON AND STEEL POLE, 22" TALL ROUND TAPERED FLUTED SHAFT WITH A 3"X3" TENON, PROVISION FOR RECEPTACLE, 24" DIAMETER BASE, FINISHED HOLOPHANE BLACK	\$ 1,105.00	\$ 5,525.00
13	5	BEN-540-069-00079	CLS22FTB24P07LABBK		COLUMBIA CAST IRON AND STEEL POLE, 22" TALL ROUND TAPERED FLUTED SHAFT WITH A 3"X3" TENON, 24" DIAMETER BASE, FINISHED HOLOPHANE BLACK, LESS ANCHOR BOLTS	\$ 2,460.00	\$ 12,300.00
14	50	BEN-540-069-00016	CLS22FTB24P07LABBK			\$ 2,460.00	\$ 123,000.00

Note: all parts shall have BEUD Inventory number and Holophane part number per the customer's request.						
ITEM #	QTY	BEUD Inventory Number	Holophane Part Number	Item Category	Item Description	Unit \$ Ext \$
15	5	BEN-540-056-00062	C260-SBU055A		COLUMBIA SERIES CAST ALUMINUM CLAM-SHELL BASE 26" DIAMETER, FINISHED HOLOPHANE BLACK, DESIGNED TO FIT AROUND POLE #FTA30ET1U931C	\$ 1,629.00 \$ 8,145.00
List all fixtures in this section - 10 items						
16	100	BEN-285-055-00020	GVU100-HPMAB7NHP		Utility Granville (GVU): Electrical Utility Granville Standard M Housing, 100W High Pressure Sodium, Mogul Base, Multivolt 120, 208, 277V. Factory wired for 120V only. UL Only, Black, NEMA twistlock photocontrol receptacle, Protected Starter	\$ 364.00 \$ 36,400.00
17	100	BEN-285-056-00075	GVU7N		GRANVILLE UTILITY OPTICAL SHIP LEVEL, TYPE III, LUNAR OPTICS, ASYMMETRIC DISTRIBUTION, NO FINIAL	\$ 303.00 \$ 30,300.00
18	5	BEN-285-056-00047	GS100-HPMC2BS51NHP		Halbrook(R) GlasWorks II (GS) : GS; 100W High Pressure Sodium, Mogul Base, Multivolt 120, 208, 240, 277V Factory wired for 240V Only. UL listed, Pendant 1.5 NPT, Black, Standard, 4551 Asymmetric Distribution, None, NEMA Twistlock Photocontrol Receptacle, Protected Starter	\$ 985.00 \$ 4,925.00
19	5	BEN-285-056-00051	G400-HPMALWFGPR		Mongopose, 400 W, HP5, Multivolt, Pre-wired to 120V tap, Low Tilt, 0 to 18 Degrees, Wide Roadway, Flat Glass, Vertical Tenon Mounting, Gray painted finish, Protected Starter, NEMA Twist Lock Photocontrol Receptacle	\$ 511.00 \$ 2,555.00
20	10	BEN-285-056-00021	GVU100-HPMAB7RSGHP		Utility Granville (GVU): Utility Granville Standard M Housing, 100W High Pressure Sodium, Mogul Base, Multivolt 120, 208, 240 & 277V, Factory wired for 120V only. UL Only, Black, Lunar Optics Asymmetric, IES Type III Distribution, Ribs and Bands, Painted Cast Aluminum Standard, God NEMA twistlock photocontrol receptacle Protected Starter	\$ 854.00 \$ 8,540.00
21	10	BEN-285-055-00022	GVU 100HP MA B 7 S S B H P		Syracuse, with Utility Granville Optic (GVU): Utility Granville Standard M Housing, 100W High Pressure Sodium, Mogul Base, Multivolt 120, 208, 240 & 277V, Factory wired for 120V only. UL Only, Black, Lunar Optics Asymmetric, IES Type III Distribution, Syracuse Style with Cover, Painted Cast Aluminum Standard Finial, Black, NEMA twistlock photocontrol receptacle	\$ 895.00 \$ 8,950.00

Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request!						
ITEM #	QTY	BEUD Inventory Number	Holophane Part Number	Item Category	Item Description	Unit \$ Ext \$
22	10	BEN-285-056-00023	ARU100-HPMABG3SH-HP		Utility Arlington (ARU), ARU1100W High Pressure Sodium, Mogul Base, Multitap 120, 208, 240, 277V, Factory wired for 120V only, UL Only, Black, Asymmetric Glass Refractor, Spike Finish, NEMA twistlock photocontrol receptacle, Protected Starter	\$ 759.00 \$ 7,590.00
23	5	BEN-285-056-00035	TUB4SS		TEARDROP UTILITY OPTICAL ASSEMBLY ONLY, TYPE 4 DISTRIBUTION TEARDROP STYLE OPTIC, SHALLOW SKIRT, FINISHED BLACK	\$ 354.00 \$ 1,770.00
24	5	BEN-285-056-00081	TUB250HPMAB4PSR		MEMPHIS UTILITY ELECTRICAL ASSEMBLY ONLY, 250W HPS, MULTI-TAP WIRED TO 120V, BLACK FINISH, PROTECTED STARTER, PHOTOCONTROL RECEPTACLE (LESS PHOTOCONTROL	\$ 641.00 \$ 3,205.00
25	5	BEN-285-056-00025	WE250HPN49686HPS		Washington Postline Enhanced (WE): WE, 250W High Pressure Sodium Mogul Base, Multitap 120, 208, 240, 277V Factory wired for 120V Only, UL listed, Black, Asymmetric, Lunar Optics Type 6, Black, Spike Finish, Bands and Ribs, NEMA Twist Lock Photocontrol Receptacle, Protected Starter	\$ 1,191.00 \$ 5,955.00
List all replacement parts in this section (lamps, ballasts, slip fittings, etc) - 11 items						
26	5	BEN-285-056-00005	RBK100HP12A		Replacement Ballast Kit (RBK), 100 Watt HPS, 120 Volt, Oval Capacitor	\$ 88.00 \$ 440.00
27	5	BEN-285-056-00006	RBK250HPMT		Replacement Ballast Kit (RBK), 250 Watt HPS, Multitap 120, 208, 240, 277 Volt UL Round Capacitor	\$ 132.00 \$ 660.00
28	5	BEN-540-059-00066	GWLF200SCABK		Leveling Fitter: GlasWorks Decorative Arm Fitter, Aluminum, Black	\$ 153.00 \$ 765.00
29	5	BEN-285-056-00046	HACL100MWFLCASHLP	n/a	REPLACEMENT LAMP MODULE FOR THE H910 SERIES IN-GRADE, 100W MH, WIDE FLOOD DISTRIBUTION, FLAT CLEAR ANTI-SLIP LENS, LAMP INSTALLED	
30	5	BEN-285-056-00065	HRIS91RLB34B	n/a	H910 SERIES ROUGH-IN UNIT THAT CONSISTS OF A BRONZE JUNCTION BOX WITH 3/4" KNOCK-OUTS.	
31	5	BEN-285-056-00066	HACL150MSPFLCASL	n/a	REPLACEMENT LAMP MODULE FOR THE H910 SERIES IN-GRADE, 150W MH, SPOT DISTRIBUTION, FLAT CLEAR ANTI-SLIP LENS, LAMP INSTALLED	
32	5	BEN-285-056-00067	HHSL150M120SF	n/a	H910 SERIES REPLACEMENT BALLAST, 150W MH, 120V, SINGLE FUSING	
33	5	BEN-285-056-00068	HACL70MWFLCASHL	n/a	REPLACEMENT LAMP MODULE FOR THE H910 SERIES IN-GRADE, 150W MH, WIDE FLOOD DISTRIBUTION, FLAT CLEAR ANTI-SLIP LENS, LAMP INSTALLED	

12/1/2016

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Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.						
ITEM #	QTY	BEUD Inventory Number	Holophane Part Number	Item Category	Item Description	Unit \$ Ext \$
34	5	BEN-285-056-00070	HHSL70M120SF	n/a	H910 SERIES REPLACEMENT BALLAST, 70W, MH 120V, SINGLE FUSING	
35	5	BEN-285-056-00072	HHSL100M120SF	n/a	H910 SERIES REPLACEMENT BALLAST, 100W, MH 120V, SINGLE FUSING	
ARMS						
List all arms in this section - 6 items						
36	10	BEN-540-069-00014	CSC30CABKH		Cincinnati Series Crossarm (OSC) : CSC30 (Two at 180, CA, Black	\$ 497.00 \$ 4,970.00
37	10	BEN-540-069-00015	C30CABKH		Cleveland Series Crossarm (C) : C30 (Two at 180, CA, Black	\$ 596.00 \$ 5,960.00
38	10	BEN-540-069-00042	WLC1442CABKH	ARM	WLC1442CABKH-WLC Series Aluminum Roadway Arm : WLC Series Roadway Arm, 144" Roadway Arm For 2 Units at 180 Cast Aluminum, Black, REQUIRES A 3"X9" TENON	\$ 1,233.00 \$ 12,330.00
39	10	BEN-540-069-00060	WLC481CABKH		WLC Series Aluminum Roadway Arm : WLC Series Roadway Arm, 48" Roadway One Way Arm, Cast Aluminum, Black, REQUIRES A 3"X9" TENON	\$ 763.00 \$ 7,630.00
40	10	BEN-540-069-00063	WLC721CABKH		WLC Series Aluminum Roadway Arm : WLC Series Roadway Arm 72" Roadway One Way Arm, Cast Aluminum, Black, REQUIRES A 3"X9" TENON	\$ 940.00 \$ 9,400.00
41	5	BEN-540-069-00064	LS291CABKH		LISBON SERIES ARM, 29" LONG FOR MOUNTING A SINGLE FIXTURE, REQUIRES A 4.38"X12" TENON, FINISHED HOLOPHANE BLACK	\$ 606.00 \$ 3,030.00
SPECIAL PARTS						
List all special parts in this section (bollards, banner arms, plant holders, flag holders, receptacles, etc) - 13 items						
42	5	BEN-285-056-00045	H1024270SMAFTBKLPICGFC	n/a	H102 : H102 Flat Top Round Louvered Bollard, 42in height, 70 Watt High Pressure Sodium, Multiflap factory wired for 120 volt, Forward Throw, 180 degrees, Black, Coated Lamp included, Receptacle	
43	5	BEN-540-069-00018	OSP42180C5SKH		DECORATIVE CLAMP ON FLOWER POT HOLDER, 2 @ 180 DEGREES, PAINTED STANDARD HOLOPHANE BLACK FINISH	\$ 537.00 \$ 2,685.00
44	5	BEN-540-069-00032	SLFP110SL4D1		ITEM IS A FLAG POLE HOLDER TO ADAPT A 1.0" DIAMETER FLAG TO THE SL45 POLE. INCLUDES TRAC NUTS AND HARDWARE AS REQUIRED. FINISH HOLOPHANE BLACK.	\$ 119.00 \$ 595.00
45	5	BEN-540-069-00034	SLB18H10SL4D1		ITEM IS A 18" (1.00' NOM OD) BANNER ARM WITH HALF SPHERE END CAP. INCLUDES TRAC NUTS AND HARDWARE AS REQUIRED. PAINTED STANDARD HOLOPHANE BLACK.	\$ 202.00 \$ 1,010.00
46	10	BEN-285-056-00036	WLLF 200 S CA BK		Leveling Fitter : West Liberty Decorative Arm Fitter, Split 2 inch nominal pipe, Swivel Cast Aluminum, Black	\$ 133.00 \$ 1,330.00

ITEM #	QTY	BEUD Inventory Number	Holophane Part Number	Item Category	Item Description	Unit \$	Ext \$
47	5	BEN-540-069-00037	BA24H1CO-CA/BK		CLAMP-ON BANNER ARM, 24" LONG, 1" DIA PIPE WITH HALF SPHERE END CAP PAINTED STANDARD HOLOPHANE BLACK.	\$ 252.00	\$ 1,260.00
48	5	BEN-540-069-00038	BBA24H1CO2(180)BK		Breakway twin clamp on 24" Banner Arms, half sphere end cap, 1 inch pipe, Two Arms at 180 degrees, painted black. Must specify location on pole in order to size clamp.	\$ 505.00	\$ 2,525.00
49	5	BEN-540-069-00039	BBA24H1CO1BK		Breakway Clamp on Banner Arm, half sphere, 1 inch pipe, One Arm, painted standard Holophane black. Must specify location on pole to size clamp. Wind loading done on original request.	\$ 328.00	\$ 1,640.00
50	5	BEN-540-069-00044	BA30HSC5 DBKH		CLAMP-ON BANNER ARM, 30" LONG, 1.25" IN DIAMETER PIPE WITH HALF-SPHERE END FINIAL CLAMP FOR A "TS" SHAFT, STANDARD HOLOPHANE BLACK FINISH, PLEASE CONFIRM WIND LOADING.	\$ 237.00	\$ 1,185.00
51	5	BEN-540-069-00045	OSPA/CBKH		OSPA SERIES CLAMP-ON PLANTER ARM ARM IS 11" LONG, STANDARD HOLOPHANE BLACK FINISH, AN APPROVAL DRAWING WILL BE REQUIRED AT THE TIME OF PO.	\$ 330.00	\$ 1,650.00
52	5	BEN-540-069-00046	SLBA30H1.25SL4D1		SITELINK BANNER ARM, 30" LONG, 1.25" DIAMETER PIPE WITH HALF-SPHERE END FINIAL, TRACK NUT KITS INCLUDED TO ATTACH TO AN "SL4" SERIES SHAFT. 1POLE IS 85% LOADED BASED ON THE FOLLOWING INFORMATION: SL4W17120001F3 30"x60" BANNER SLOSPA PLANTER ARM GRANVILLE FIXTURE.	\$ 226.00	\$ 1,130.00
53	5	BEN-540-069-00047	SLOSPA-CABKH		SITELINK "OS" SERIES PLANTER ARM, MODIFIED TO MOUNT ON AN "SL4" SERIES SHAFT, TRACK NUT KITS INCLUDED, FINISHED STANDARD HOLOPHANE BLACK	\$ 339.00	\$ 1,695.00
54	5	BEN-540-069-00031	TNUT3/8-12SL4SD1		ITEM IS A 3/8" X 1.25" TRAC NUT KIT FOR THE SL4/5 POLE WITH TRAC NUT, LOCKWASHER AND BOLT, FINISH HOLOPHANE BLACK.	\$ 17.00	\$ 85.00
ANCHOR BOLTS							
List all anchor bolts in this section - 4 items							
55	10	BEN-540-069-00036	AB-16		Anchor Bolts Hot Dip Galvanized, 3/4 inch diameter, 24 inches long, 3 inch "J", Set of 4	\$ 46.05	\$ 460.50
56	10	BEN-540-069-00069	AB-27-4		Set of (4) 1" X 36" X 4" Anchor Bolts for RYS 306RB Pole.	\$ 92.11	\$ 921.10
57	10	BEN-540-069-00074	AB-31-4		SET OF 3/4"x18"x3" FULLY GALVANIZED ANCHOR BOLTS	\$ 38.56	\$ 385.60
58	10	BEN-540-069-00075	ABSS3100		ANCHOR BOLT KIT FOR THE H101 SERIES BOLLARD	\$ 34.28	\$ 342.80
SUMMARY							

[illegible]

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF ORNAMENTAL LIGHTING FIXTURES FOR THE CITY OF BENTONVILLE AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of Holophane ornamental lighting fixtures from Holophane Ornamental Lighting as per the Proposal attached hereto as Exhibit A.

Section 2: Because these fixtures are required by City specifications and are single source items in the State of Arkansas, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 13, 2016

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

A resolution authorizing the Mayor and City Council to enter into a contract with Osmose to provide pole restoration services to the City of Bentonville Electric Department for an amount not to exceed \$31,000.00.

COST TO CITY:

Cost of this Request: \$31,000

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



M E M O R A N D U M

DATE: December 13, 2016

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

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

The Electric Department recommends entering into a contract with Osmose to provide power restoration services to the City of Bentonville, for an amount not to exceed \$31,000.00.

Osmose tested approximately 600 of the City's poles for structural integrity. 51 of the poles that are classified as "restorable rejects" that do not have an immediate need to be replaced, but will eventually need to be replaced, will be temporary braced by Osmose using the C-truss. The C-truss is placed at the base of the pole to provide temporary structural support to the poles that are approaching replacement, and BEUD will schedule the pole replacement at a later date.



November 9, 2016

ACCEPTANCE COPY

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

RE: POLE RESTORATION PRICING PROPOSAL – 2017

Dear Mr. Matlock:

At the request of our Director-Business Development, Mr. Dave LaPlante, we are submitting the attached unit prices (Schedule 1) for your approval and acceptance. This pertains to the restoration of approximately 51 distribution poles in 2017. Please note this is not to exceed an amount of \$31,000.

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

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

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

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

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

Sincerely,



John W. DuVal
Director-Contracts

Accepted By:

Attachment

JWD/cd

C: File
1020560

_____ Date _____

Name: _____

Title: _____

CITY OF BENTONVILLE

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

Osmose Utilities Services, Inc.

SCHEDULE 1

11/09/2016

(Approximately 51 Distribution Poles)

UNIT DESCRIPTION	PRICE
INSTALL C2-3610	\$ 611.33
INSTALL C2-4910	\$ 654.98
INSTALL C2-5610	\$ 759.68
INSTALL C2-7110	\$ 762.51
INSTALL 1080 X 11	\$ 921.74
INSTALL 1180 X 11	\$ 983.03
INSTALL 1280 X 11	\$ 1,043.58
INSTALL 1380 X 11	\$ 1,144.99
INSTALL 1480 X 11	\$ 1,195.11
INSTALL 1580 X 12	\$ 1,307.95
INSTALL 1680 X 12	\$ 1,336.59
MITC-FUME PER TUBE	\$ 10.78
VISUAL	\$ 66.60
REMOVE POLE STEPS	\$ 2.65
URD LOCATE	\$ 25.33
REMOVE AND REPLACE CONCRETE	\$ 119.81
COVER CAPS	\$ 23.98
PAINT TRUSS	\$ 23.83
FENCE	\$ 34.51
PRIVATE PROPERTY	\$ 91.58
EXCAVATE UG CABLE	\$ 28.10

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

CONTENTS:

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

Osmose Utilities Services, Inc.

EXHIBIT A

WOOD POLE RESTORATION WITH STEEL TRUSSES SPECIFICATION

1.0 DEFINITIONS

OWNER: City of Bentonville

CONTRACTOR: Osmose Utilities Services, Inc.

2.0 SCOPE

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

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

3.0 GENERAL

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

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

4.0 PERSONNEL QUALIFICATIONS OF CONTRACTOR

4.1 Qualifications of Supervisor

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

4.2 Qualifications of Foreman

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

Osmose Utilities Services, Inc.

EXHIBIT A

WOOD POLE RESTORATION WITH STEEL TRUSSES SPECIFICATION

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

5.0 QUALITY CONTROL

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

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

6.0 INITIAL INSPECTION PROCEDURE

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

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

7.0 DETERMINING REINFORCEABLE CANDIDATES

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

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

Osmose Utilities Services, Inc.

EXHIBIT A

WOOD POLE RESTORATION WITH STEEL TRUSSES SPECIFICATION

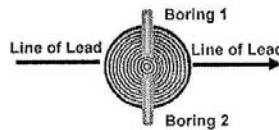
2. Lower Band Pole Condition

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

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

Procedure to determine lower band average sound shell:

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



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

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



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

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

Osmose Utilities Services, Inc.

EXHIBIT A

WOOD POLE RESTORATION WITH STEEL TRUSSES SPECIFICATION

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

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

8.0 PRESERVATIVE TREATMENT OF RESTORATION CANDIDATE

8.1 Internal Treatment

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

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

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

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

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

8.2 Fumigant Treatment

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

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

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

8.3 Fumigant Application

Fumigants shall be applied as follows:

- Boring diameter, hole length and fumigant application rate shall be as specified on EPA approved label

Osmose Utilities Services, Inc.

EXHIBIT A

WOOD POLE RESTORATION WITH STEEL TRUSSES SPECIFICATION

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

8.4 Re-treatment of Reinforced Poles

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

9.0 REINFORCING MATERIALS

9.1 Osmo-C-Truss™

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

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

9.2 Osmo-C2-Truss™

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

- Minimum yield strength is 100,000 PSI
- Galvanized per ASTM Specification A-123 Grade 100
- Date of manufacture and size of truss must be permanently stamped into exterior surface approximately twelve inches (12") from the top of the truss

Osmose Utilities Services, Inc.

EXHIBIT A

WOOD POLE RESTORATION WITH STEEL TRUSSES SPECIFICATION

- Truss designations include C2-36, C2-49, C2-56 and C2-71
- Banding to be two inches by forty-four thousandths of an inch (2" x .044") minimum with minimum load strength for each single wrap of 10,000 pounds. A hot dip galvanized coating must be two ounces (2 oz.) per square foot
- Either two (2), 2-15/16" seals or one (1), five inch (5") seal are used for each band, each 2-15/16" seal is to be crimped (not notched), two (2) times and each five inch (5") seal is to be crimped (not notched), four (4) times. Seals are hot dip galvanized

10.0 ACCESSIBILITY

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

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

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

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

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

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

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

Table 1

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

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

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

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

11.1 CONTRACTOR Provided Information

CONTRACTOR must provide information as follows:

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

12.0 TEMPORARY REINFORCING OF POLES

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

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

13.0 INSTALLATION OF STEEL TRUSSES

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

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

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

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

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

13.1 Osmo-C-Truss Banding

The Osmo-C-Truss bands (as described in *Section 9.1* above) for a pole with a 1080 or 1180 single trusses require six (6) single bands or four (4) double bands described in *Section 13.2* below. *Figure 4* and *5* below shows a complete listing of banding requirements along with truss heights and depths.

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

Osmose Utilities Services, Inc.

EXHIBIT A

WOOD POLE RESTORATION WITH STEEL TRUSSES SPECIFICATION

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

13.2 Osmo-C2-Truss Banding

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

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

14.0 TAGGING

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

15.0 EXCEPTIONS

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

16.0 STORAGE ON OWNER'S PROPERTY

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

17.0 CONFORMANCE TO EPA, OSHA AND DOT STANDARDS

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

- All operating policies for crew members regarding preservative handling and the disposal of empty containers used during reinforcing and pole treatment
- Standards for truck-mounted equipment to provide safe storage and pumping of internal treatment
- Standards for labeling trucks properly

Osmose Utilities Services, Inc.

EXHIBIT A

WOOD POLE RESTORATION WITH STEEL TRUSSES SPECIFICATION

- Material Safety Data Sheets must be supplied for all preservatives used

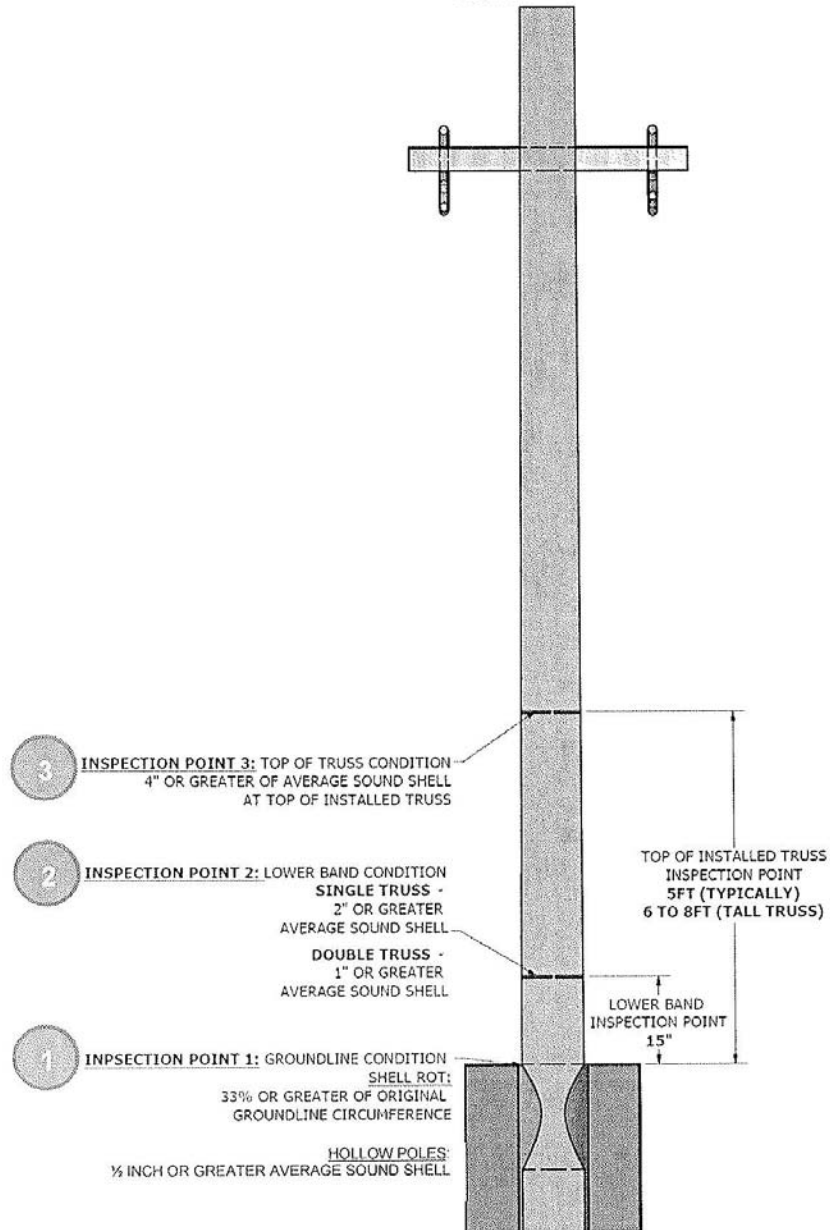
CONTRACTOR's personnel must wear prescribed safety clothing, safety equipment and observe safe practices according to the above Specification.

18.0 TEST RESULTS

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

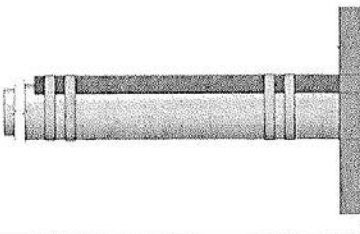
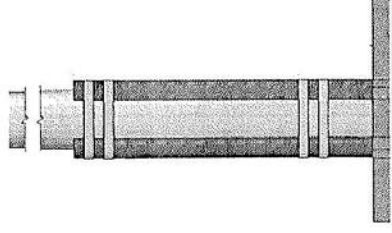
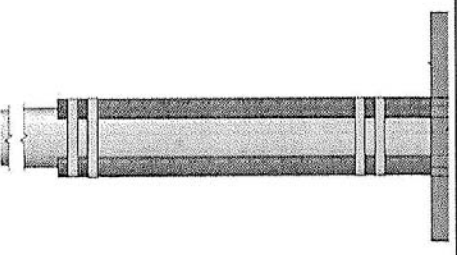
Osmose Utilities Services, Inc.
EXHIBIT A
WOOD POLE RESTORATION WITH STEEL TRUSSES SPECIFICATION

Figure 1



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

Figure 2.

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

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

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

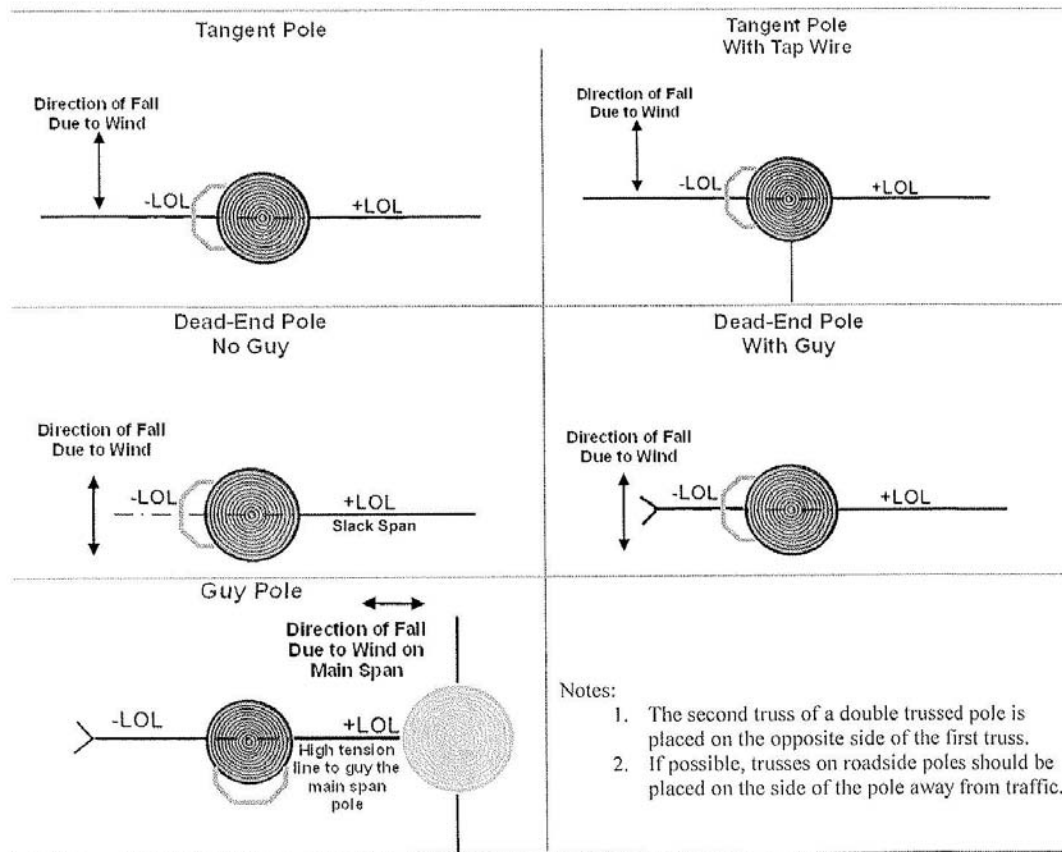
Figure 3

TRUSS ORIENTATION ON A POLE

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

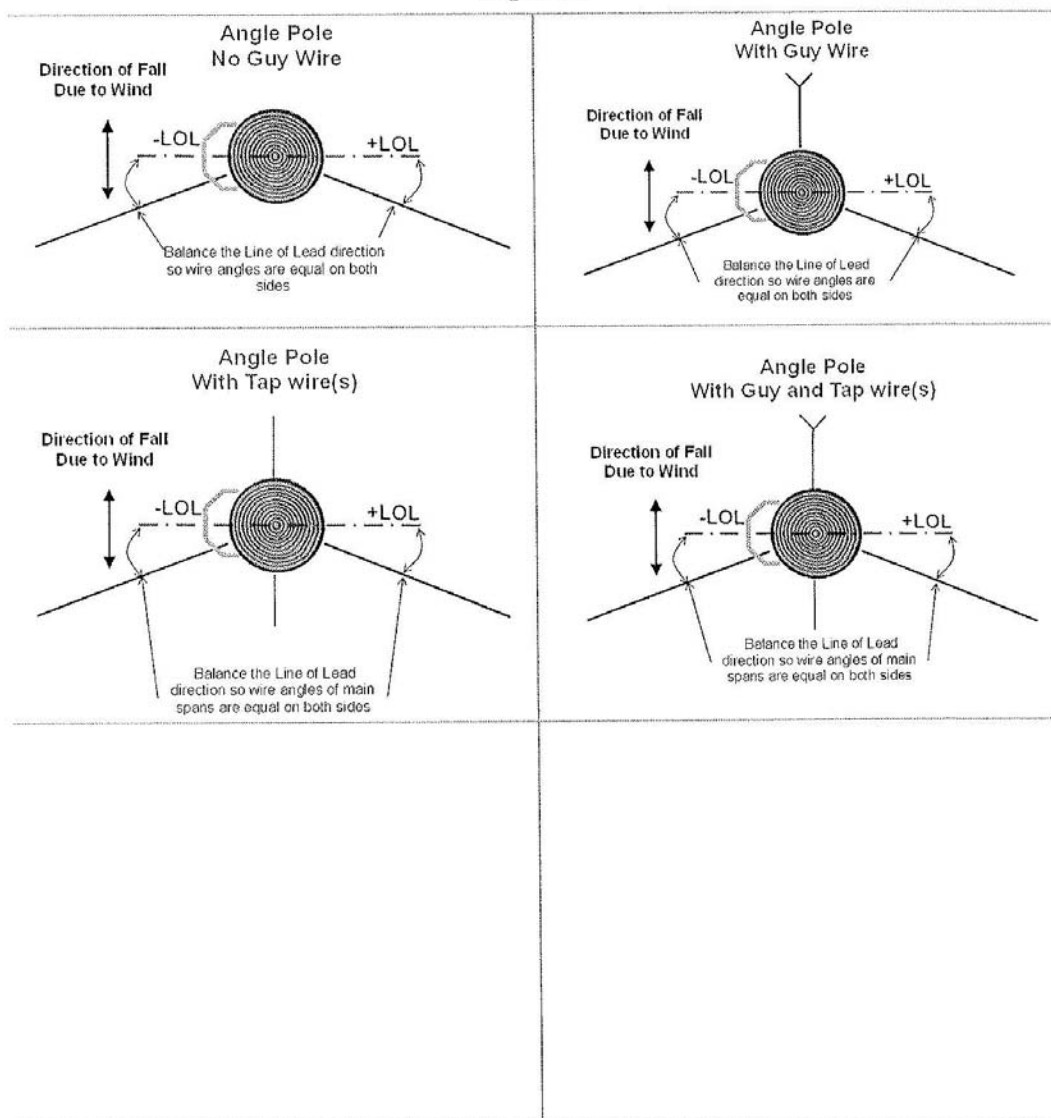


Tangent Poles and Dead End Poles



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

Angle Poles

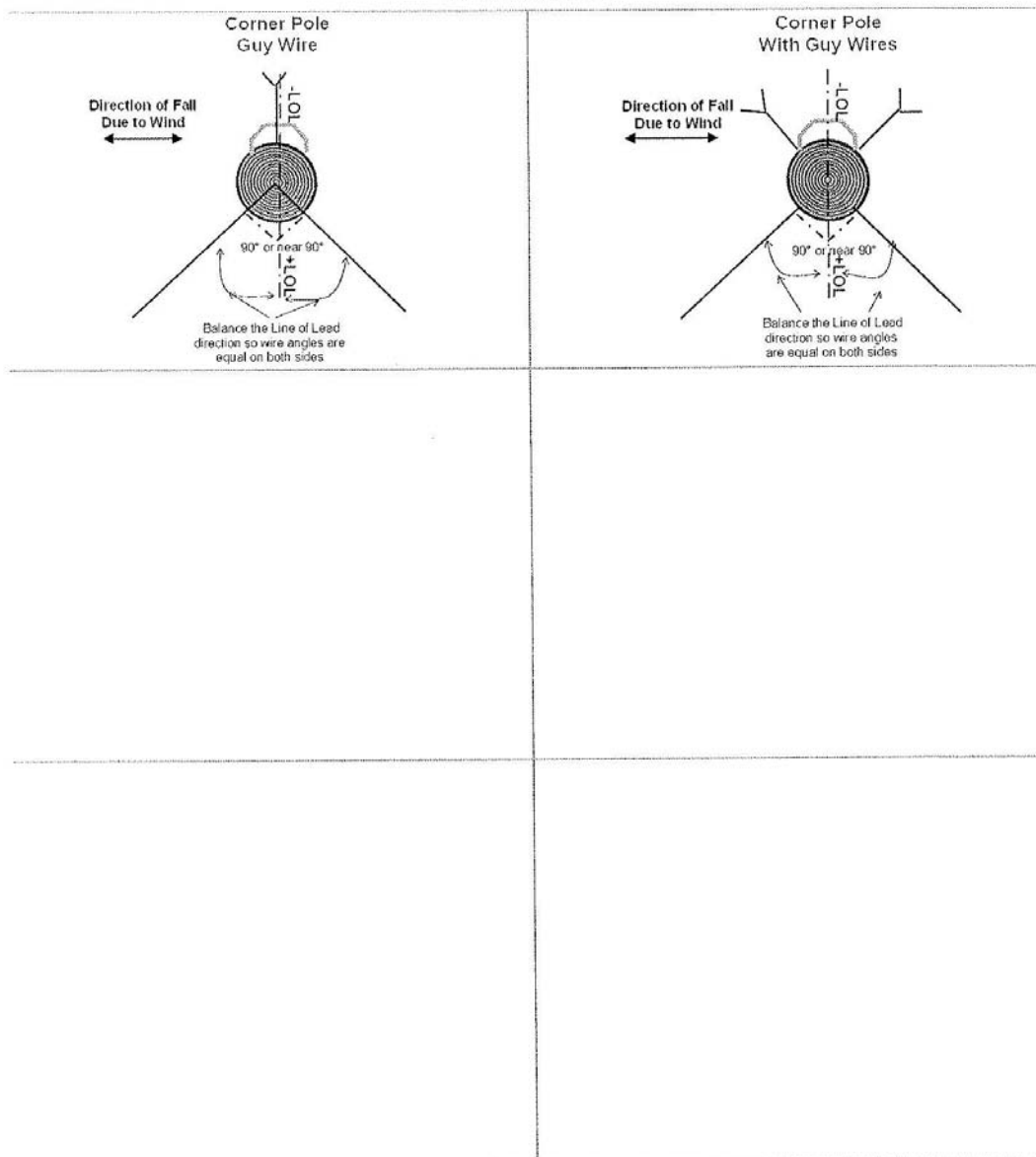


NOTES:

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

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

Corner Poles (90°)

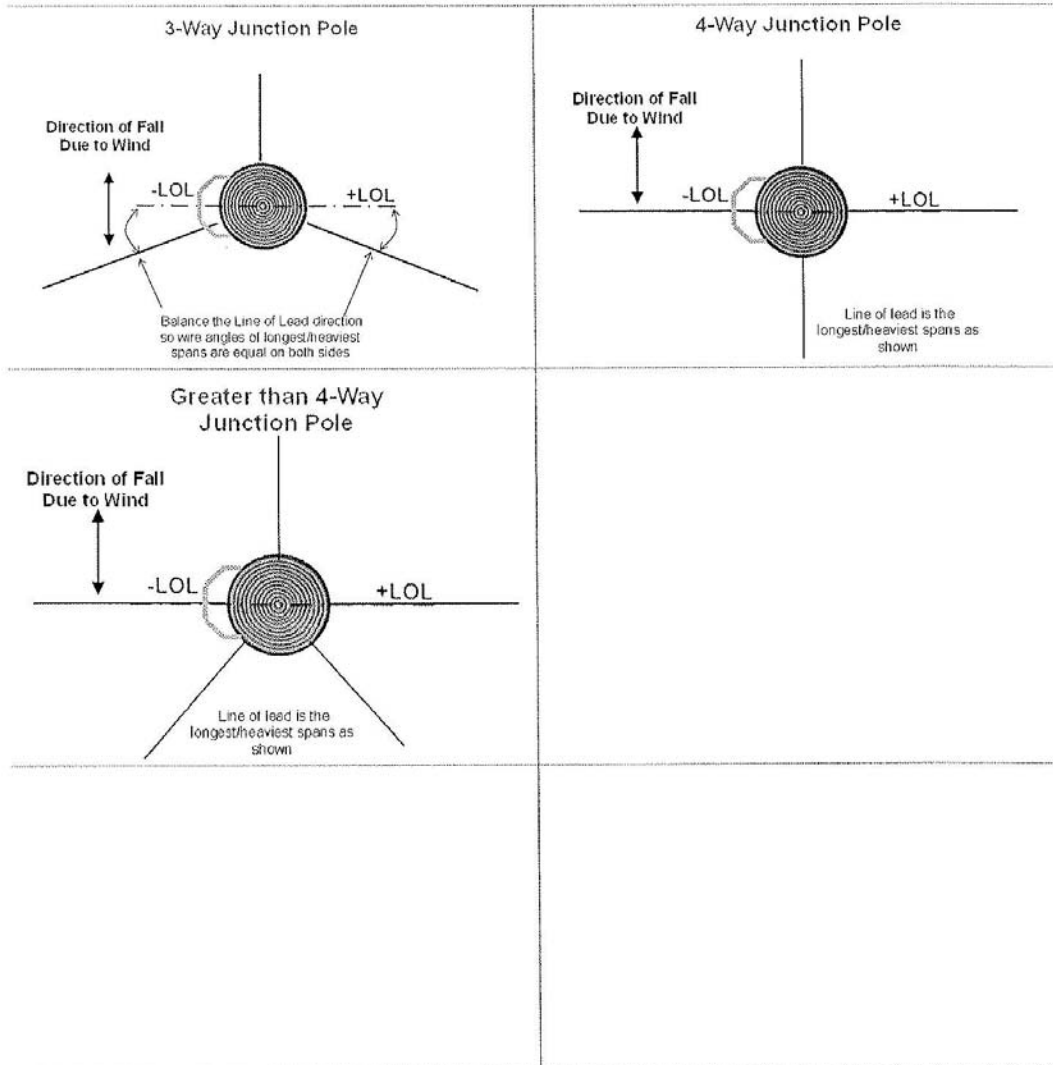


NOTES:

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

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

Junction Poles

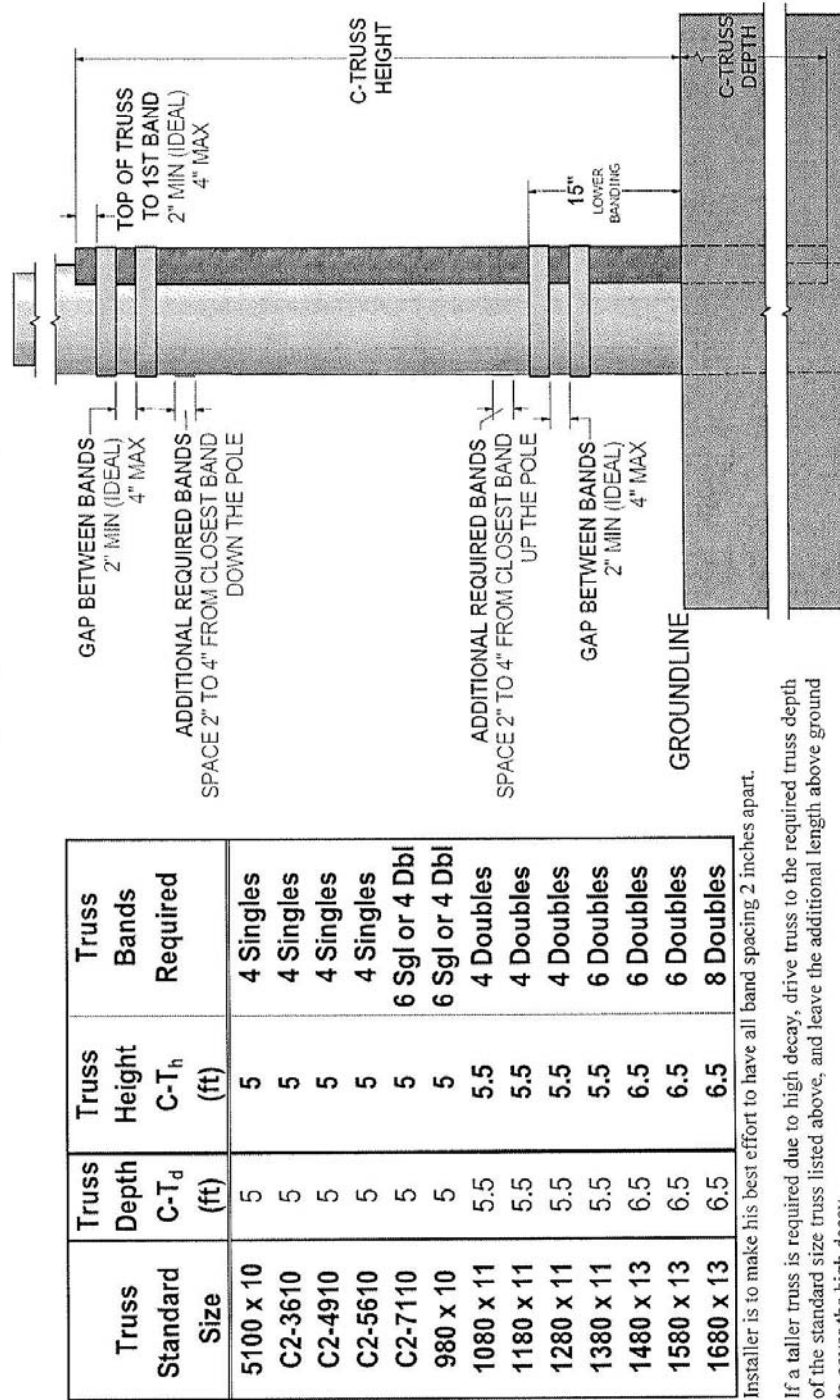


NOTES:

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

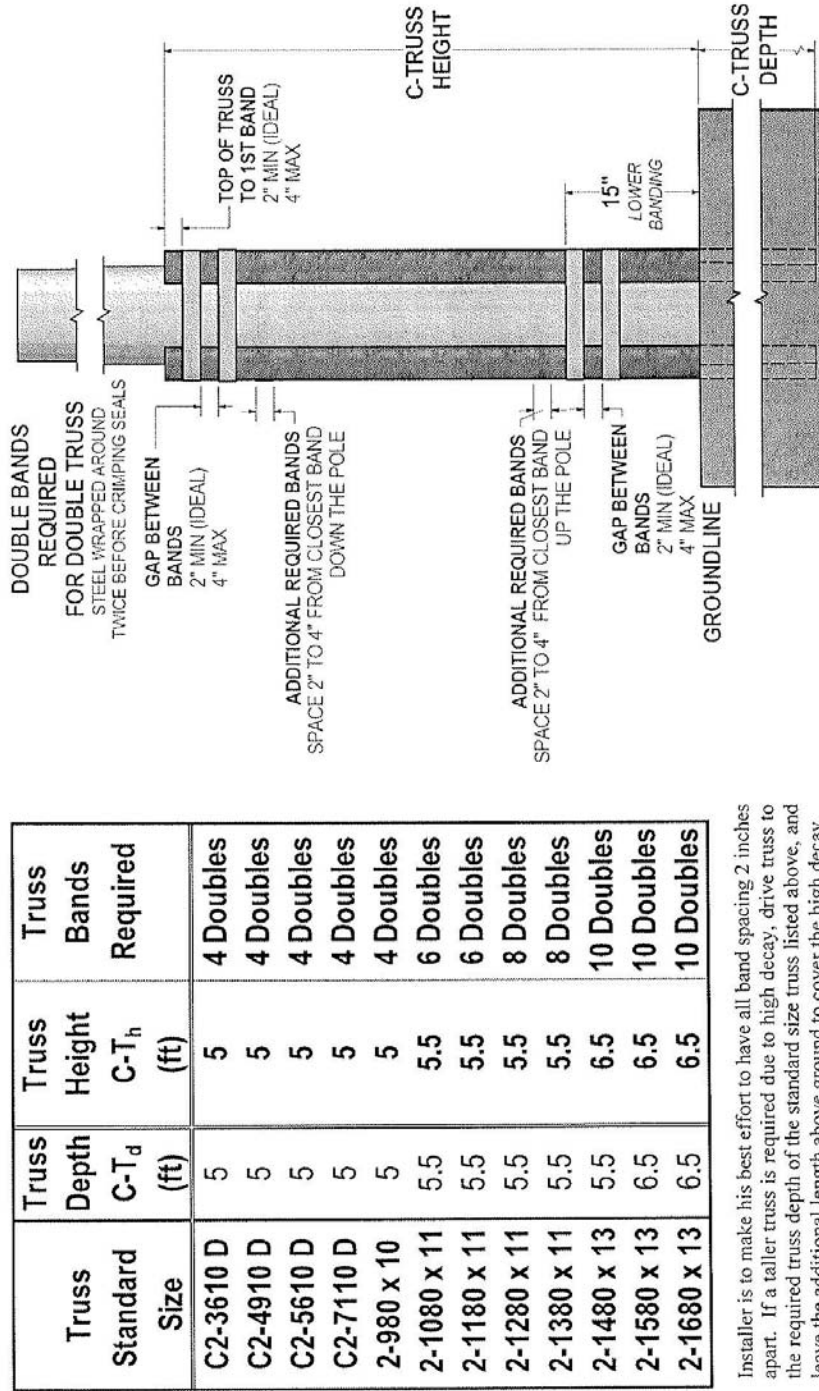
Osmose Utilities Services, Inc.
EXHIBIT A
WOOD POLE RESTORATION WITH STEEL TRUSSES SPECIFICATION

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



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

Figure 5
C-Truss and C2-Truss™ and Banding – Double Truss Installation Diagram



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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/20/2016

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

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

PRODUCER First Niagara Risk Management, Inc 726 Exchange Street Suite 900 Buffalo NY 14210		CONTACT NAME: Christie Geiger PHONE (A/C No. Ext.): (716) 819-5500 FAX (A/C No.): (716) 819-5140 E-MAIL ADDRESS: Christie.Geiger@fnrm.com	
INSURED Osmose Utilities Services Inc 635 Highway 74 Peachtree City GA 30269		INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance 16535 INSURER B: National Union Fire Ins Co PA 19445 INSURER C: Lloyd's of London 15792 INSURER D: QBE Insurance Corporation 39210 INSURER E: Travelers Property Casualty Co 25674 INSURER F: National Fire & Marine Company 20079	

COVERAGES		CERTIFICATE NUMBER: 16-17 OUS		REVISION NUMBER:					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	GENERAL LIABILITY								
	☒ COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000			
	☐ CLAIMS-MADE ☒ OCCUR	X	X	GLO 0381439 01	7/1/2016	7/1/2017	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000		
	☒ Contractual Liability					MED EXP (Any one person) \$ 10,000			
	☒ XCU included					PERSONAL & ADV INJURY \$ 1,000,000			
	GENL AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000			
	☐ POLICY ☒ PRO ☐ FOT ☒ LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000			
A	AUTOMOBILE LIABILITY								
	☒ ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000			
	☐ ALL OWNED AUTOS					BODILY INJURY (Per person) \$			
	☒ HIRED AUTOS	X	X	BAP 0381440 01	7/1/2016	7/1/2017	BODILY INJURY (Per accident) \$		
	☐ SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$			
	☐ NON-OWNED AUTOS					\$			
B	☒ UMBRELLA LIAB	X	OCCUR	X	X	BE 44196661	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 50,000,000
D	☐ EXCESS LIAB		CLAIMS-MADE						AGGREGATE \$ 50,000,000
	☐ DED ☒ RETENTION \$ 10,000					CCU3977239	7/1/2016	7/1/2017	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			X	X	WC 03821438 01	7/1/2016	7/1/2017	☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
C	Professional Liability					POSM00116/POSM00216	7/1/2016	7/1/2017	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Lease Rented Equipment					P-630-6E274546-TIL-16	7/1/2016	7/1/2017	Per claim/agg 3,000,000 Pot Item 250,000

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

Confirmation of Coverage

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

CERTIFICATE HOLDER City of Bentonville 608 Southeast Third Street Bentonville, AR 72712	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE M Bonetto/CGE
---	--

ACORD 25 (2010/05)
INS025 (201005) 01

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RESOLUTION NO. _____

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

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an agreement with Osmose to provide pole restoration and engineering services for the City of Electric Department in the amount of \$31,000.00, as per the proposal attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 13, 2016

Submitted by:

Travis Matlock

Department

Airport

Phone

271-5941

ACTION REQUIRED:

Staff recommends Council approval of a Resolution authorizing the Mayor to execute a Deed of Release with the FAA for the release of 0.9 AC at the 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



MEMORANDUM

DATE: December 5, 2016

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineer Director

RE: Airport - Deed Of Release

Staff recommends the Council authorize the Mayor to execute a Deed of Release with the FAA in order to release 0.9 AC from the Bentonville Municipal Airport. This 0.9 AC will be part of a real estate transaction with Lonesome Tree Properties, LLC for the overall development of Bentonville Municipal Airport.

City Council previously approved the request for the release. This action is approval of the actual release document.

DEED OF RELEASE
BENTONVILLE MUNICIPAL AIRPORT
BENTONVILLE, ARKANSAS

This instrument, a Deed of Release, made by the United States of America, acting by and through the Director, Airports Southwest Region, Federal Aviation Administration (FAA), Department of Transportation, under and pursuant to the powers and authority contained in 49 U.S.C. §47107, to the City of Bentonville, a body politic under the laws of the State of Arkansas.

WHEREAS, the Federal Government has provided funding for airport improvements at Bentonville Municipal Airport (Airport), which is identified on the FAA approved Airport Layout Plan (ALP) dated March 2, 2006.

WHEREAS, the City of Bentonville applied on June 29, 2016 to the FAA for the release of 0.9 acres now used for Bentonville Municipal Airport from all grant conditions, restrictions and obligations set forth in Airport Improvement Plan (AIP) Grant Agreements for the purposes of disposal.

WHEREAS, all Airport property identified on the FAA approved ALP is subject to the terms and conditions of the AIP Grant Agreements.

WHEREAS, the Airport acquired the described tract of land with no Federal assistance in 1945 for airport purposes and included it on the ALP as property obligated under AIP Grant Agreements.

WHEREAS, the City has represented that they will receive \$130,000, which is the appraised fair market value for the land, from Lonesome Tree Properties LLC who will develop the property with the construction of a full service restaurant.

WHEREAS, the said 0.9 acres of land requested to be released is located on the Airport, and is identified as:

A tract of land part of Lot 1, Thaden Addition, Bentonville, Arkansas s shown on Plat Record 2010 at page 188 and is more particularly described as follows:

Commencing at the northwest corner of said Lot 1, Thaden Addition, thence S02°08'39"W 442.52 feet along the easterly right of way of SW "I" Street; thence continuing along said easterly right of way S02°04'27"W 99.37 feet to the point of beginning; thence leaving said easterly right of way S79°53'46"W 467.47 feet; thence S3°06'52"E 156.86 feet; thence along a non-tangent curve to the left with a radius of 232.50 feet, an arc length of 284.28 feet with a chord bearing of N75°54'04"W and chord distance of 266.90 feet; thence N01°43'53"W 104.63 feet; thence N88°15'03"W 213.23 feet to the easterly right of way of SW "I" street; thence along said easterly right of way N00°04'59"W 62.53 feet to the point of beginning.

Said tract contains 39,114 Square feet or 0.90 acres more or less. .

WHEREAS, the Property Boundary Survey for the said 0.9 acres is attached and incorporated into this instrument by reference.

WHEREAS, the City has represented that as part of the release of the said 0.9 acres, the Purchaser of will donate to the Airport 6.39 acres located contiguous to the Airport's west property line which is required for the construction of a parallel taxiway.

WHEREAS, the City has represented that as part of the release of the said 0.9 acres, the Purchaser of said land will donate an aviation easement of 12.42 acres in the Runway Protection Zone north of the Runway 18/36.

WHEREAS, the Director of the FAA Airports Southwest Region, has determined that releasing said 0.9 acres of land is necessary to protect or advance the interests of the United States in civil aviation and can be granted without materially and adversely affecting the development, improvement, operation, or maintenance of the Airport, provided the City of Bentonville complies with certain conditions set forth in paragraphs a through c below.

NOW, THEREFORE, in consideration of the above-expressed recitals and of the benefits to accrue to the United States and to civil aviation, the United States of America, upon the City of Bentonville's inclusion of the following provisions in any Instrument of Transfer conveying title to the said 0.9 acres:

- a) That the City of Bentonville, reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property so described hereinabove, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the Bentonville Municipal Airport; and
- b) That the City of Bentonville, expressly agrees for itself, its successors and assigns to restrict the height of structures, objects of natural growth and other obstructions on the real property described hereinabove to a height not to exceed the following described surface:

A 7:1 sloping surface covering the entire Property, said surface beginning along and above the easterly property line of said Property and beginning at a height of 1,298 feet above mean sea level (AMSL), with said 7:1 sloping surface extending upward and westerly at a rate of 7 feet horizontal per 1 foot vertical, with said 7:1 sloping surface ending along and above the westerly property line of said Property at a height of 1,364 feet AMSL.

If the City of Bentonville, its successors or assigns propose a structure, objects of natural growth, or other obstructions on said Property, the City hereby provides assurance that a Notice of Proposed Construction of Alteration will be submitted to the FAA for approval in accordance with Subpart B of Part 77 of the Federal Aviation Regulations.

- c) That the City of Bentonville expressly agrees for itself, its successors and assigns to prevent any use of the real property described hereinabove which would interfere with landing or taking off of aircraft at the Bentonville Municipal Airport, or which would otherwise constitute an airport hazard.

WHEREAS, except for the said 0.9 acres requested to be released by this instrument, the City of Bentonville's obligation under existing and future Grant Agreements for this Airport remain unchanged by this partial release.

WHEREAS, upon acceptance of this DEED of Release for said land, the City will provide the Arkansas/Oklahoma Airports Development Office an updated property map reflecting the deletion of the released 0.9 acres and the addition of the 6.39 acres of donated land and the 12.42 acre easement.

The FAA hereby releases the said 0.9 acres of land described hereinabove from the conditions, restrictions, and obligations contained in any AIP grant agreements existing between the FAA and the City of Bentonville.

By its acceptance of this Release, the City of Bentonville, covenants and agrees for itself, its successors and assigns, to comply with and observe all of the conditions and limitations hereof.

IN WITNESS WHEREOF the United States of America has caused this Release to be executed this 21 day of July, 2016.

UNITED STATES OF AMERICA

By

Federal Aviation Administration
Department of Transportation

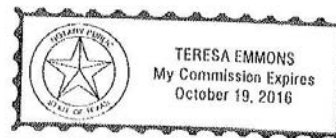
State of Texas
County of Tarrant

BEFORE ME, the undersigned authority, personally appeared Teresa Emmons, the above-named official of the Southwest Region, Federal Aviation Administration, Department of Transportation, who acknowledged she is the official who subscribed to the foregoing instrument for the purposes and consideration expressed in the instrument and that the same is executed as the act and deed of the Administrator, Federal and that the same is executed as the act and deed of the Administrator, Federal Aviation Administration, Department of Transportation, acting for and on behalf of the United States of America.

GIVEN under my hand and seal of office this the 21st day of July, 2016.

Notary Public:

My commission expires: 10-19-16



ACCEPTANCE

The _____ does hereby accept this Deed of Release and by such acceptance agrees to all of the terms, conditions and limitations thereof.

City of _____

By _____

Title _____

State Of Arkansas

County of Benton

BEFORE ME, the undersigned authority, personally appeared _____, who acknowledged to me he is the official who subscribed the foregoing instrument while acting in the capacity stated therein, that the same was the act of the said Bentonville Municipal Airport, and that he executed the same as the act of said Bentonville Municipal Airport for the purposes and consideration and subject to the terms and conditions therein expressed.

GIVEN under my hand and seal of office this the ____ day of _____, 2016.

Notary Public

My commission expires: _____



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Southwest Region
Arkansas, Louisiana,
New Mexico, Oklahoma,
Texas

10101 Hillwood Parkway
Fort Worth, TX 76177

JUL 28 2016

The Honorable Bob McCaslin
City of Bentonville
117 West Central Avenue
Bentonville, AR 72712

Dear Mayor McCaslin:

In response to the request by City of Bentonville for the release of 0.90 acres of land at Bentonville Municipal Airport from the Airport Improvement Program grant obligations currently imposed on the airport property, this will evidence the intent of the Federal Aviation Administration (FAA) to release the land from grant assurances by and through the United States of America to the City of Bentonville, AR.

The Arkansas/Oklahoma Airports Development Office (ADO) reviewed the city's request in accordance with the provisions of Federal Aviation Administration (FAA) Order 5190.6B. The affected land was originally acquired by the City of Bentonville in 1945 with no federal assistance under the Airport Improvement Program or any other federal program.

It was determined that the land to be released is not needed for present or foreseeable airport purposes and such release will not materially or adversely affect the use, operation, or maintenance of the airport. The city has provided the supporting documentation and the ADO has determined a categorical exclusion environmental determination in accordance with the National Environmental Policy Act.

The land being proposed for release will be purchased for \$130,000 (fair market value) by Lonesome Tree Properties LLC. The land to be purchased by Lonesome Tree Properties LLC will be used to develop a full-service restaurant. The funds that are to be derived from the sale of land will be used to benefit civil aviation by being used for the construction of an apron to provide additional aircraft parking capacity.

Therefore, the City of Bentonville is hereby released from its obligations incurred under various grant agreements with the United States of America to maintain as airport property land described in the enclosed property release. As part of this release, the City of Bentonville, hereby agrees to provide documentation as to the use of the funds derived from the sale to the FAA no later than 30 days of said land sale.

The original and one copy of the Deed of Release in final form are enclosed. Please accept by resolution of the governing body of the City, execute both copies of the Deed of Release, and return the original document to this office for our records. Retain the copy for your files. If the terms of the Property Release are not acceptable to you as stated, the Property Release offer becomes null and void after 60 days of the date of this letter.

Sincerely,



Ignacio Flores
Director, Airports Southwest Region

Enclosures (2)

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO
EXECUTE A DEED OF RELEASE WITH THE FAA FOR THE
RELEASE OF CERTAIN PROPERTY FROM THE
BENTONVILLE MUNICIPAL AIRPORT.**

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

Section 1. That the Mayor and Clerk should be and are hereby authorized to execute a Deed of Release with the Federal Aviation Administration for the release of 0.9 acres of property from the Bentonville Municipal Airport, as set forth in the attached Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 13, 2016

Submitted by:

Travis Matlock

Department

Airport

Phone

271-5941

ACTION REQUIRED:

Staff recommends Council approval of a Resolution authorizing the Mayor to enter into a Real Estate Transaction Agreement with Lonesome Tree Properties, LLC to exchange 0.9 AC located at the Bentonville Municipal Airport for 6.39 AC adjacent to the Airport, a 12.42 AC avigation easement at the north end of the runway, and a \$130,000.00 purchase price to be used for future development at the 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



M E M O R A N D U M

DATE: December 5, 2016

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: Airport – Real Estate Transaction

Staff recommends the Council authorize the Mayor to enter into a Real Estate Transaction with Lonesome Tree Properties, LLC to exchange 0.9 AC located at the Bentonville Municipal Airport for a 12.42 AC aviation easement located at the north end of the runway, 6.39 AC of land located adjacent to the airport, and a \$130,000 purchase price to the airport fund to be used for future development.

The 0.9 AC will be used by Lonesome Tree Properties to construct a restaurant located on the west side of the airport, adjacent to SW "I" St. The 6.39 AC is also located on the west side of the airport and will be part of the west taxiway extension (to begin construction in late 2017).

The \$130,000 is a purchase price equal to the appraised value of the 0.9 AC and will be placed in the airport fund to be used for future development.

PURCHASE/CONTRIBUTION AGREEMENT

This Purchase/Contribution Agreement ("Agreement") is made effective as of this 5th day of December, 2016, by and among **The City of Bentonville**, an incorporated city under the laws of Arkansas ("Seller"), **Lonesome Tree Properties, LLC**, a Delaware limited liability company ("Buyer"), and **Bentonville P&R Fund, LLC**, a Delaware limited liability company ("Related Party").

W-I-T-N-E-S-S-E-T-H:

WHEREAS, Seller is an incorporated city organized and existing under the laws of the State of Arkansas. Seller is a city, a political subdivision of a state, entitled to receive charitable contributions within the meaning of Section 170(c) of the Internal Revenue Code of 1986; and

WHEREAS, Buyer desires to purchase the Property (described below) at its fair market value and separately desires to make a charitable contribution as defined in Sections 170 of the Internal Revenue Code and related Treasury regulations by donating the Contribution Property described herein to Seller at its fair market value, both fair market values of the Property and the Contribution Property having been previously determined by independent appraisals, with the Contribution Property being donated for the purpose of furthering the tax-exempt purposes of Buyer in connection with the Bentonville Municipal Airport; and

WHEREAS, Seller desires to enter into this Agreement in order to sell the Property and utilize the proceeds for purposes of the Bentonville Municipal Airport in the construction of a proposed circular apron, and to acquire the donation of the Contribution Property for purposes of the Bentonville Municipal Airport in the construction of a parallel taxiway, consistent with Seller's Application for Written Release for Disposal of Airport Land granted by the FAA, and so to receive the purchase price and the benefit of this charitable contribution; and

WHEREAS, Related Party is an entity related to Buyer and desires to make a charitable contribution to Seller at the time of Closing of the transaction between Seller and Buyer as defined in Section 170 of the Internal Revenue Code, in the form of a property contribution, by donating the Avigation Easement to Buyer, for the purpose of furthering the tax exempt purposes of Buyer in connection with the Bentonville Municipal Airport; and

WHEREAS, the Property is land, consisting of 0.90 acres, more or less, located at the west side of runway 18-36 of the Bentonville Municipal Airport, and all hereditaments and appurtenant rights, owned in fee simple as of the date of this Agreement by Buyer. Attached hereto as **Exhibit "A"** is a legal description of the subject property (herein the "Property").

WHEREAS, the Contribution Property is land, consisting of 6.374 acres, more or less, located at the west side of runway 18-36 of the Bentonville Municipal Airport, and all hereditaments and appurtenant rights, owned in fee simple as of the date of this Agreement by Buyer. Attached

hereto as **Exhibit "B"** is a legal description of the subject property (herein the "Contribution Property").

WHEREAS, the Avigation Easement is property constituting an avigation easement for a runway protection zone consisting of 12.42 acres, more or less, located at the north end of runway 18-36 of the Bentonville Municipal Airport, with respect to land owned in fee simple as of the date of this Agreement by Related Party. Attached hereto as **Exhibit "C"** is a legal description of the subject property (herein the "Avigation Easement").

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, intending to be legally bound, Seller, Buyer and Related Party hereby agree as follows:

A. REAL ESTATE PURCHASE.

1. **PROPERTY PURCHASE:** Seller agrees to bargain, sell and convey to Buyer and Buyer agrees to purchase the Property at its fair market value of One Hundred Thirty Thousand and No/100 Dollars (\$130,000.00) all that certain plot, piece, or parcel of land together with all improvements located thereon and all appurtenances thereto, together with all easements, rights of way, common areas and rights belonging thereto, more particularly described as follows (the "Property"):

See Exhibit "A"

2. **PURCHASE PRICE:** Buyer shall pay One Hundred Thirty Thousand and No/100 Dollars (\$130,000.00) cash at closing by wire transfer to Seller for the Property (the "Purchase Price"). Seller will use the proceeds toward construction of a proposed circular apron.
3. **CONVEYANCE:** Conveyance of the Property shall be made by general warranty deed, in fee simple absolute, except it shall be subject to recorded instruments and easements if any, which do not materially affect the value of the Property (collectively "Permitted Encumbrances"). Unless expressly reserved herein, SUCH CONVEYANCE SHALL INCLUDE ALL MINERAL RIGHTS OWNED BY SELLER CONCERNING AND LOCATED ON THE PROPERTY, IF ANY. Seller warrants and represents that only those signatures set forth below are required to transfer legal title to the Property. Seller also warrants and represents that Seller has peaceable possession of the Property, including all improvement and fixtures thereon, and the legal authority and capacity to convey the Property by a good and sufficient warranty deed, free from any liens, leaseholds or other interests except for the Permitted Encumbrances.

4. TITLE INSURANCE: Within ten (10) days of acceptance, Seller shall furnish to Buyer a commitment for an American Land Title Association (ALTA) Form B owner's title insurance policy in the amount of the Purchase Price issued by WACO Title Company (the "Title Company"). The Closing Agent shall be WACO Title Company.

Where the title commitment (or the survey), shows special exceptions or defects to title other than those standard exceptions contained in the ALTA commitment form or other matters, and where such special exceptions or other matters relate to restrictions, conditions, defects or other issues that would interfere with Buyer's intended use or feasibility or adversely affect the value of the Property as determined in Buyer's sole discretion, then prior to the end of the Due Diligence Period as defined in Section 11 hereof, Buyer shall deliver written notice thereof to Seller. Such notice shall state specifically those exceptions to which Buyer objects. All objections not specifically enumerated within such a timely delivered notice shall be deemed to be waived by Buyer.

Within five (5) days of Buyer's delivery of notice of objections to Seller, Seller may cure, but shall not be required to cure such objections which a cure shall include the option to have the exception waived or removed by the Title Company. If within such five (5) day period, Seller fails to cure such objections and exceptions to Buyer's sole satisfaction, or within that period, Seller delivers written notice to Buyer that it will not so cure, then within five (5) days from delivery of such notice from Seller or the end of the period within which Seller may cure (whichever is applicable), Buyer, as its sole remedies, shall have the option to:

- a. Terminate this Agreement by delivering written notice thereof to Seller, in which event all sums paid or deposited by Buyer shall be returned to Buyer; or
- b. Agree to Purchase the Property as scheduled subject to such objections and exceptions (which shall be included as Permitted Encumbrances) with no reductions in the Purchase Price;
- c. Agree to Purchase the Property as scheduled subject to such objections and exceptions (which shall be included as Permitted Encumbrances) with such reduction in the Purchase Price as agreed to by Seller; or
- d. Agree with Seller, at Buyer's discretion, to extend the Closing to give Seller additional time to cure such objections.

If Buyer fails to deliver notice of termination, agree with Seller as to a reduction in the purchase price, or grant an extension of the Closing date within that five (5) day period, the objections shall be deemed to be waived (which objections shall be included as Permitted Encumbrances) and the transaction shall close as scheduled.

Seller shall pay the premium for a standard or basic title insurance owner's policy issued by the Title Company in the amount of the Purchase Price and Buyer shall pay the costs and premiums associated with any extended coverage (including mineral rights) requested by Buyer and/or endorsed to the owner's title insurance policy.

5. SURVEY / REPORTS: Seller shall, at its expense, cause to be prepared, certified and furnished to Buyer and Title Company, current ALTA surveys ("Survey") of the Property by a registered public surveyor. Seller shall provide to Buyer within five (5) days after the acceptance date, copies of existing environmental site assessments, surveys, appraisals and other reports in its possession if any, with respect to the Property.
6. PRORATIONS: Seller represents that as a municipal entity, no taxes or special assessments are due on the Property. Buyer shall be responsible for any such taxes or assessments for periods after the Closing.
7. FIXTURES AND ATTACHED EQUIPMENT: All fixtures and improvement, if any, located on the Property, are included in the Purchase Price.
8. CLOSING: Closing is the date and time at which Seller delivers the executed and acknowledged deed. Buyer and Seller agree the Closing date will be on or before December 30, 2016, after the end of the Due Diligence Period unless otherwise extended as provided herein. The Closing date may be changed by written agreement of Buyer and Seller. If the sale is not consummated by the Closing date (or any written extension thereof), the parties shall have the remedies available to them as provided herein.

This Agreement shall serve as written closing instructions to the Closing Agent on behalf of the Buyer and Seller. The Closing Agent is authorized to provide Seller's settlement statement to any listing firm (in addition to Seller) and Buyer's settlement statement to any selling firm (in addition to Buyer) prior to settlement so that Buyer, Seller, listing firm and selling firm shall have a reasonable opportunity to review prior to Closing.

Buyer and Seller shall each have the right to request that title insurer(s), if any, issue closing protection, to indemnify against loss of closing funds because of acts of a Closing Agent, title insurer's named employee, or title insurance agent. Any cost for closing protection will be paid by the requesting party(ies).

Unless otherwise agreed by Buyer and Seller, transaction costs with respect to the Property will be paid by the party indicated below:

<u>Seller</u>	<u>Buyer</u>
Title Examination or search fees	Recording fees
Survey, if any	One-half of escrow fees
Premium for owner's title insurance policy	One-half of documentary stamps
Preparation of conveyance documents	Premium for extended coverage and endorsement to owner's title policy;
One-half of escrow fees	Other charges customarily paid by Buyer
One-half of documentary stamps	
IRS Notification form	
Listing firm and Selling Firm	
Commissions; if any	
Other charges customarily paid by Seller	

9. POSSESSION: Possession of the Property shall be delivered to Buyer at Closing.
10. ENVIRONMENTAL REPRESENTATION: Seller hereby represents and warrants to Buyer that to Seller's knowledge (unless otherwise disclosed herein):
 - a. The Property is not the subject of any judicial or administrative notice or action relating to hazardous waste or environmental contamination;
 - b. Seller has received no notice of any claim or violation of any law or regulation having to do with environmental protection;
 - c. No adverse environmental condition of the Property exists; and
 - d. No underground storage tanks exist or have existed on the Property
11. DUE DILIGENCE/CONTINGENCY: For the period from acceptance until twenty (20) days after acceptance (the "Due Diligence Period") Buyer shall have the right, at Buyer's sole cost and expense, to enter upon the Property for the purposes of inspecting the Property and any fixtures or improvements located thereon and the physical condition thereof and for making such investigations and tests as shall be reasonably necessary for Buyer in its sole satisfaction to determine the suitability, feasibility and condition of the Property for Buyer's intended use thereof, including, but not limited to, obtaining or assuring itself as to the feasibility of obtaining approval for any zoning changes, lot splits, replat, curb cuts or other matters deemed desirable by the Buyer. Any inspection shall be conducted in a manner so as not to permanently or materially damage the Property and the fixtures and improvements located thereon. Buyer shall restore the Property to its condition prior to Buyer's inspection activities. Buyer shall indemnify and hold Seller, and Seller's partners, employees, and agents, harmless from and against any and all liability, damage, loss, cost or expense (including reasonable attorneys' fees and costs) incurred or sustained by Seller or any of Seller's partners, employees, or agents by virtue of any activities of Buyer (or its agents, employees or contractors) in, about or concerning the Property. This indemnification and hold harmless agreement shall survive Closing or any termination of this Agreement. Buyer may, by written notice to Seller not later

than 5:00 p.m. on the expiration date of the Due Diligence Period, terminate this Agreement for any reason or no reason at all whereupon the Earnest Money shall be returned to Buyer and neither party shall have any further right or remedy against the other except as provided herein. Except as otherwise provided herein, in the event that Buyer fails to deliver such termination notice prior to the expiration of the Due Diligence Period, this Agreement shall continue in full force and effect in accordance with its terms.

12. **BUYER'S DISCLAIMER OF RELIANCE:**

BUYER CERTIFIES BUYER WILL PERSONALLY INSPECT OR HAVE A REPRESENTATIVE INSPECT THE PROPERTY AS FULLY AS DESIRED PRIOR TO CLOSING, BUYER CERTIFIES BUYER HAS NOT AND, EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN, WILL NOT RELY ON ANY WARRANTIES, REPRESENTATIONS, OR STATEMENTS OF SELLER, LISTING FIRM, SELLING FIRM, OR ANY AGENT, INDEPENDENT CONTRACTOR, OR EMPLOYEE ASSOCIATED WITH THOSE ENTITIES, OR INFORMATION FROM MULTIPLE LISTING SERVICES OR OTHER WEBSITES REGARDING MINERAL RIGHTS, SIZE, QUALITY, VALUE OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION ALL IMPROVEMENTS, APPLIANCES, PLUMBING, ELECTRICAL OR MECHANICAL SYSTEMS. HOWEVER, BUYER MAY RELY UPON ANY WRITTEN DISCLOSURES PROVIDED BY SELLER.

13. **RISK OF LOSS:** If prior to Closing of this transaction the improvements on the Property shall be destroyed or materially damaged by fire or other casualty, this Agreement, at the option of Buyer shall be null and void. If Buyer shall elect, in the event of such loss, that this Agreement shall be performed, Buyer shall be entitled to the proceeds of insurance, if any, applicable to the loss for use in repairing said loss.

Buyer shall have the right prior to Closing to inspect the Property to ascertain any damage that may have occurred due to fire, flood, hail, windstorm or other acts of nature, vandalism or theft.

B. CHARITABLE CONTRIBUTION.

1. **BUYER TRANSFER:** Buyer agrees to donate and convey to Seller at a fair market valuation for purposes of this Agreement of Three Hundred Thirty-Five Thousand and No/100 Dollars (\$335,000.00) all that certain plot, piece, or parcel of land together with all improvements thereon owned by Buyer and all appurtenances thereto, together with all easements, rights of way, common areas and rights belonging thereto, more particularly described as follows (the "Contribution Property"):

See Exhibit "B"

2. RELATED PARTY TRANSFER: Related Party independently agrees to donate and convey to Buyer at a fair market value of Sixty-Five Thousand and No/100 Dollars (\$65,000.00) an avigation easement more particularly described as follows (the "Avigation Easement"):

See Exhibit "C"

3. AGREED UPON VALUE APPRAISALS: For all purposes of this Agreement, the parties agree that the agreed upon value and price of the Contribution Property for purposes of the charitable contribution is Three Hundred Thirty-Five Thousand and No/100 Dollars (\$335,000.00), that the agreed upon value of the Property for purposes of cash purchase and payment is One Hundred Thirty Thousand and No/100 Dollars (\$130,000.00) and the agreed upon value of the Avigation Easement for purposes of the charitable contribution is Sixty-Five Thousand and No/100 Dollars (\$65,000.00). These agreed upon values are based on current fair market value appraisals conducted by Reed & Associates, Inc. of Fayetteville, Arkansas.
4. CHARITABLE CONTRIBUTION: The parties agree that they have structured the transfer and purchase of the Property as a fair market value cash purchase by Buyer of the Property from Seller, and a charitable contribution under Section 170 of the Internal Revenue Code by Buyer to Seller to the extent of the fair market value of the Contribution Property and a charitable contribution by Related Party to the extent of the fair market value of the Avigation Easement. The parties agree that they shall reasonably cooperate with each other and deliver such appropriate forms to accomplish such purpose. The parties shall not be responsible to each other for any tax consequences with respect to the transactions contemplated hereunder.
5. CONVEYANCE: Conveyance of the Contribution Property shall be made AS IS WHERE IS to the Seller by general warranty deed, in fee simple absolute, and conveyance of the Avigation Easement shall be made AS IS WHERE IS by an easement grant instrument providing good and effective title to the Avigation Easement, except such real estate properties shall be subject to recorded instruments and easements if any, which do not materially affect the value of such real estate properties. Each contributing party warrants and represents to the Seller that it has peaceable possession of its respective property and the legal authority and capacity to convey its property by good and sufficient general warranty deed or easement grant instrument, free from any liens.

6. DATE OF CONTRIBUTION: The Warranty Deed for the Contribution Property and the Avigation Easement instrument will be delivered at the Closing of the Property purchase transaction.
7. CONDITIONS: Seller's obligation to receive the donated real estate and sell the Property is expressly conditioned upon (i) the simultaneous consummation and closing of all transactions agreed to herein at Closing; and (ii) due diligence of the Seller to confirm to the Seller's sole satisfaction, the feasibility of the intended use of the Property received, satisfactory results of any tests, reports, environmental assessment, survey, title reports or other such items, which may be conducted by Seller at its option.

C. MISCELLANEOUS.

1. CONTINGENCIES: This transaction is contingent upon receiving City Council approval of this agreement, and contingent upon this transaction being executed within the time period (current deadline of December 30, 2016) and pursuant to the specific conditions of the Federal Aviation Administration's Deed of Release, attached hereto as Exhibit D. Buyer's offer to purchase and Seller's duty to sell the Property and the above-described agreement for charitable contributions by Buyer and Related Party are expressly contingent upon Buyer's sole satisfaction of any contingencies contained herein within the deadline indicated for each contingency prior to Closing.
2. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Arkansas.
3. MERGER CLAUSE: This Agreement, when executed by Buyer, Seller and Related Party, shall contain the entire understanding and agreement between the parties with respect to all matters referred to herein and shall supersede all prior or contemporaneous agreements, representations, discussions and understandings, oral or written, with respect to such matters.
4. ASSIGNMENT: This Agreement may be assigned by Buyer, however, Buyer will remain liable for responsibilities of Buyer upon any such assignment.
5. ACCEPTANCE: The term "acceptance" as used herein shall mean the later of the three dates on which this Agreement is signed by Buyer, Seller and Related Party, as indicated by their signatures below, which later date shall be the date of final execution and agreement by the parties hereto. If any date or deadline provided for herein falls on Saturday, Sunday, or a holiday, the applicable date shall be the next business day.

6. TIME: Buyer, Seller and Related Party agree time is of the essence with regard to all times and dates set forth in this Agreement. Further, all times and dates set forth in this Agreement refer to Arkansas Central time and date.
7. ATTORNEY'S FEES: Should Buyer, Seller or Related Party initiate any type of administrative proceeding, arbitration, mediation or litigation against the other (or against an agent for the initiating party or agent for the non-initiating party), it is agreed by Buyer, Seller and Related Party (aforementioned agents being third-party beneficiaries for purposes of this section) that all prevailing parties shall be entitled to an award of their respective costs and attorney's fees incurred in defense of such initiated action against the non-prevailing party.
8. COUNTERPARTS: This Agreement may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together shall constitute one in the same.
9. FIRPTA COMPLIANCE, TAX REPORTING: Buyer, Seller and Related Party agree to disclose on or before Closing, to the person or company acting as Closing Agent for this transaction, their United States citizenship status, solely for the purpose of compliance with the Foreign Investment in Real Property Taxation Act (FIRPTA). In addition, Buyer and Seller shall execute all documents required by such Closing Agent to document compliance with the FIRPTA and all other applicable laws. Buyer and Seller agree that nothing in this Agreement is intended to limit the responsibility of the Closing Agent as defined pursuant to United States Treasury Regulation 1.6045-4) to (i) be the "reporting person" under state and federal tax laws (including without limitation 26 USC Section 6045(e)), and (ii) file all necessary forms regarding the Closing, including without limitation form 1099, 8288 or 8288A. By accepting the role as Closing Agent, this Agreement shall obligate the Closing Agent to fulfill their responsibilities as set forth above and as defined by the above statutes, Seller will execute an affidavit confirming compliance with FIRPTA, as prepared by the Closing Agent.
10. PRORATIONS: Taxes and special assessments due on or before Closing for any real estate conveyed pursuant hereto shall be paid by the current owner of the real estate. Current taxes and special assessments shall be prorated as of Closing, unless otherwise specified herein.
11. RISK OF LOSS: All risk of loss of each of the real estate to be conveyed pursuant hereto shall remain with the owning party until transferred at Closing.

(Signatures on Following Page)

12. EXPIRATION: This Agreement expires if not accepted in writing by all of the parties on or before the 8th day of December, 2016, at 5:00 p.m. Central time.
-

The above Agreement is executed by Seller on
the _____ day of _____, 2016, at _____ (a.m.)(p.m.) Central time

The City of Bentonville

By: _____
Name: _____
Title: Mayor

The above Agreement is executed by Buyer on
the 7th day of December, 2016, at 6:00 (a.m.)(p.m.) Central time

Lonesome Tree Properties, LLC

By: _____
Name: _____
Title: Vice President

The above Agreement is executed by Related Party on
the 7th day of December, 2016, at 6:00 (a.m.)(p.m.) Central time

Bentonville P&R Fund, LLC

By: _____
Name: _____
Title: Vice President

EXHIBIT A

EXHIBIT PROPERTY DESCRIPTION

PART OF LOT 1, THADEN ADDITION, BENTONVILLE, ARKANSAS, AS SHOWN ON PLAT RECORD 2010 AT PAGE 188, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, THADEN ADDITION, THENCE S02°08'39"W 442.52 FEET ALONG THE EASTERLY RIGHT OF WAY OF SW "I" STREET; THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY S02°04'27"W 89.37 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID EASTERLY RIGHT OF WAY S79°53'46"W 467.47 FEET; THENCE S03°06'52"E 156.86 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 232.50 FEET, AN ARC LENGTH OF 284.28 FEET, WITH A CHORD BEARING OF N75°54'04"W AND CHORD DISTANCE OF 266.90 FEET; THENCE N01°43'53"W 104.63 FEET; THENCE N88°15'03"W 213.23 FEET TO THE EASTERLY RIGHT OF WAY OF SW "I" STREET; THENCE ALONG SAID EASTERLY RIGHT OF WAY N00°04'59"W 62.53 FEET TO THE POINT OF BEGINNING AND CONTAINING 39,114 SQUARE FEET OR 0.90 ACRES MORE OR LESS.

EXHIBIT B

B-1. Lot 16 Seals Addition - See In House Lot Split attached - 3.224 acres

B-2 Lot 12 Seals Addition - See Correction Plat Lot Split attached - 3.15 acres

Total Acreage 6.374

~ 244 ~

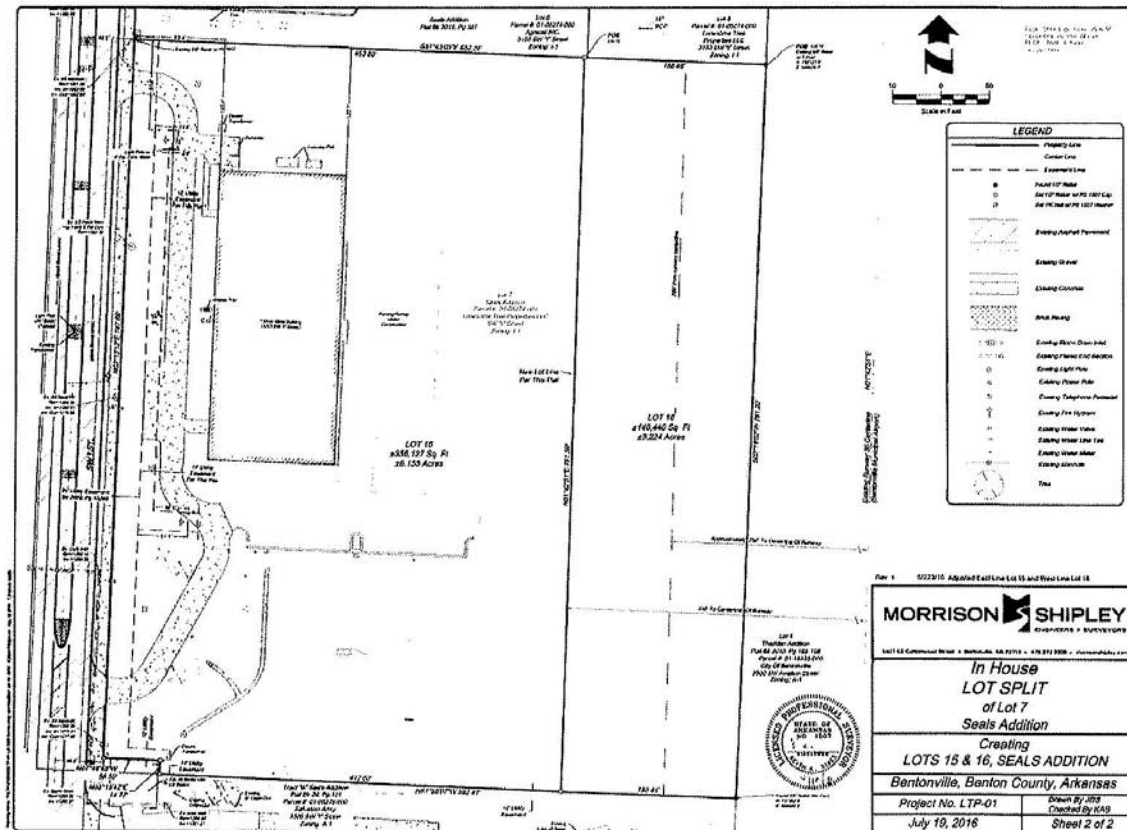


EXHIBIT B-2

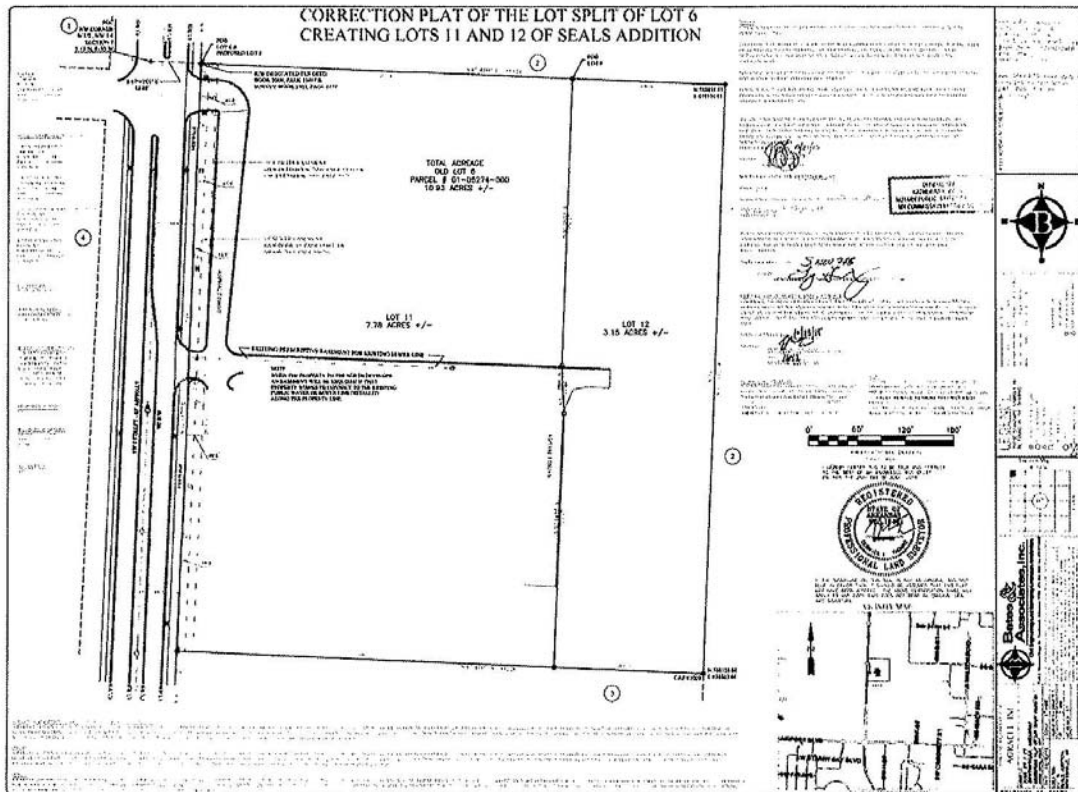
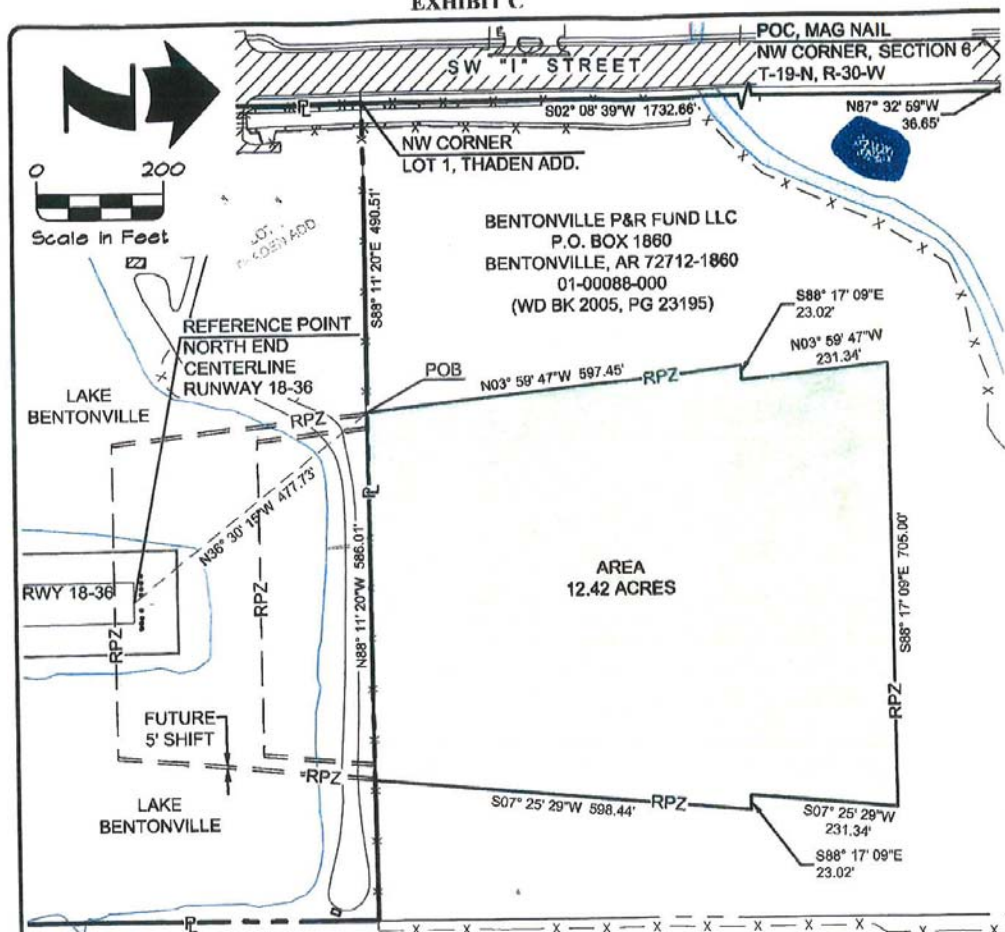


EXHIBIT C



Part of the Fractional Northwest Quarter (NW 1/4) of Section 6, Township 19 North, Range 30 West of the Fifth Principal Meridian, Benton County, Arkansas, more particularly described as follows:

Commencing at the Northwest Corner of said Section 6, Township 19 North, Range 30 West, thence South 87°32'59" East a distance of 36.65 feet; Thence South 02°08'39" West a distance of 1,732.657 feet to the Northwest Corner of Lot 1, Thaden Addition, recorded in Plat Book 2010, Page 188, thence along the north line of said Lot 1, South 88°11'20" East a distance of 490.51 feet to the Point Of Beginning; Thence leaving said North line North 03°59'47" West a distance of 597.45 feet; Thence South 88°17'09" East a distance of 23.02 feet; Thence North 03°59'47" West a distance of 231.34 feet; Thence South 88°17'09" East a distance of 705.00 feet; Thence South 07°25'29" West a distance of 231.34 feet; Thence South 88°17'09" East a distance of 23.02 feet; Thence South 07°25'29" West a distance of 598.44 feet to said North line of Lot 1; Thence along said North Line, North 88°11'20" West a distance of 586.01 feet to the Point Of Beginning, containing 541,043 square feet, or 12.42 Acres, more or less.

Not A Survey Or Plat

MORRISON SHIPLEY
ENGINEERS • SURVEYORS

2407 SE Collamore Street • Bentonville, AR 72712 • 479.278.2209 • morrisonshipley.com

EXHIBIT
AVIGATION EASEMENT FOR
RUNWAY PROTECTION ZONE (RPZ)
Bentonville, Arkansas

Drawn By
DRC
Date
4.21.16
Project No.
VBT-58
Drawing No.
EXHIBIT

DEED OF RELEASE
BENTONVILLE MUNICIPAL AIRPORT
BENTONVILLE, ARKANSAS

This instrument, a Deed of Release, made by the United States of America, acting by and through the Director, Airports Southwest Region, Federal Aviation Administration (FAA), Department of Transportation, under and pursuant to the powers and authority contained in 49 U.S.C. §47107, to the City of Bentonville, a body politic under the laws of the State of Arkansas.

WHEREAS, the Federal Government has provided funding for airport improvements at Bentonville Municipal Airport (Airport), which is identified on the FAA approved Airport Layout Plan (ALP) dated March 2, 2006.

WHEREAS, the City of Bentonville applied on June 29, 2016 to the FAA for the release of 0.9 acres now used for Bentonville Municipal Airport from all grant conditions, restrictions and obligations set forth in Airport Improvement Plan (AIP) Grant Agreements for the purposes of disposal.

WHEREAS, all Airport property identified on the FAA approved ALP is subject to the terms and conditions of the AIP Grant Agreements.

WHEREAS, the Airport acquired the described tract of land with no Federal assistance in 1945 for airport purposes and included it on the ALP as property obligated under AIP Grant Agreements.

WHEREAS, the City has represented that they will receive \$130,000, which is the appraised fair market value for the land, from Lonesome Tree Properties LLC who will develop the property with the construction of a full service restaurant.

WHEREAS, the said 0.9 acres of land requested to be released is located on the Airport, and is identified as:

A tract of land part of Lot 1, Thaden Addition, Bentonville, Arkansas s shown on Plat Record 2010 at page 188 and is more particularly described as follows:

Commencing at the northwest corner of said Lot 1, Thaden Addition, thence S02°08'39"W 442.52 feet along the easterly right of way of SW "I" Street; thence continuing along said easterly right of way S02°04'27"W 99.37 feet to the point of beginning; thence leaving said easterly right of way S79°53'46"W 467.47 feet; thence S3°06'52"E 156.86 feet; thence along a non-tangent curve to the left with a radius of 232.50 feet, an arc length of 284.28 feet with a chord bearing of N75°54'04"W and chord distance of 266.90 feet; thence N01°43'53"W 104.63 feet; thence N88°15'03"W 213.23 feet to the easterly right of way of SW "I" street; thence along said easterly right of way N00°04'59"W 62.53 feet to the point of beginning.

Said tract contains 39,114 Square feet or 0.90 acres more or less. .

WHEREAS, the Property Boundary Survey for the said 0.9 acres is attached and incorporated into this instrument by reference.

WHEREAS, the City has represented that as part of the release of the said 0.9 acres, the Purchaser of will donate to the Airport 6.39 acres located contiguous to the Airport's west property line which is required for the construction of a parallel taxiway.

WHEREAS, the City has represented that as part of the release of the said 0.9 acres, the Purchaser of said land will donate an aviation easement of 12.42 acres in the Runway Protection Zone north of the Runway 18/36.

WHEREAS, the Director of the FAA Airports Southwest Region, has determined that releasing said 0.9 acres of land is necessary to protect or advance the interests of the United States in civil aviation and can be granted without materially and adversely affecting the development, improvement, operation, or maintenance of the Airport, provided the City of Bentonville complies with certain conditions set forth in paragraphs a through c below.

NOW, THEREFORE, in consideration of the above-expressed recitals and of the benefits to accrue to the United States and to civil aviation, the United States of America, upon the City of Bentonville's inclusion of the following provisions in any Instrument of Transfer conveying title to the said 0.9 acres:

- a) That the City of Bentonville, reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property so described hereinabove, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the Bentonville Municipal Airport; and
- b) That the City of Bentonville, expressly agrees for itself, its successors and assigns to restrict the height of structures, objects of natural growth and other obstructions on the real property described hereinabove to a height not to exceed the following described surface:

A 7:1 sloping surface covering the entire Property, said surface beginning along and above the easterly property line of said Property and beginning at a height of 1,298 feet above mean sea level (AMSL), with said 7:1 sloping surface extending upward and westerly at a rate of 7 feet horizontal per 1 foot vertical, with said 7:1 sloping surface ending along and above the westerly property line of said Property at a height of 1,364 feet AMSL.

If the City of Bentonville, its successors or assigns propose a structure, objects of natural growth, or other obstructions on said Property, the City hereby provides assurance that a Notice of Proposed Construction of Alteration will be submitted to the FAA for approval in accordance with Subpart B of Part 77 of the Federal Aviation Regulations.

- c) That the City of Bentonville expressly agrees for itself, its successors and assigns to prevent any use of the real property described hereinabove which would interfere with landing or taking off of aircraft at the Bentonville Municipal Airport, or which would otherwise constitute an airport hazard.

WHEREAS, except for the said 0.9 acres requested to be released by this instrument, the City of Bentonville's obligation under existing and future Grant Agreements for this Airport remain unchanged by this partial release.

WHEREAS, upon acceptance of this DEED of Release for said land, the City will provide the Arkansas/Oklahoma Airports Development Office an updated property map reflecting the deletion of the released 0.9 acres and the addition of the 6.39 acres of donated land and the 12.42 acre easement.

The FAA hereby releases the said 0.9 acres of land described hereinabove from the conditions, restrictions, and obligations contained in any AIP grant agreements existing between the FAA and the City of Bentonville.

By its acceptance of this Release, the City of Bentonville, covenants and agrees for itself, its successors and assigns, to comply with and observe all of the conditions and limitations hereof.

IN WITNESS WHEREOF the United States of America has caused this Release to be executed this 21 day of July, 2016.

UNITED STATES OF AMERICA

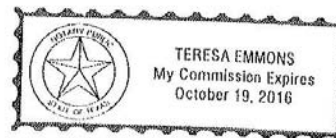
By 
Director, Airports Southwest Region
Federal Aviation Administration
Department of Transportation

State of Texas
County of Tarrant

BEFORE ME, the undersigned authority, personally appeared Teresa Emmons, the above-named official of the Southwest Region, Federal Aviation Administration, Department of Transportation, who acknowledged she is the official who subscribed to the foregoing instrument for the purposes and consideration expressed in the instrument and that the same is executed as the act and deed of the Administrator, Federal and that the same is executed as the act and deed of the Administrator, Federal Aviation Administration, Department of Transportation, acting for and on behalf of the United States of America.

GIVEN under my hand and seal of office this the 21st day of July, 2016.

Notary Public: 
My commission expires: 10-19-16



ACCEPTANCE

The _____ does hereby accept this Deed of Release and by such acceptance agrees to all of the terms, conditions and limitations thereof.

City of _____

By _____

Title _____

State Of Arkansas

County of Benton

BEFORE ME, the undersigned authority, personally appeared _____, who acknowledged to me he is the official who subscribed the foregoing instrument while acting in the capacity stated therein, that the same was the act of the said Bentonville Municipal Airport, and that he executed the same as the act of said Bentonville Municipal Airport for the purposes and consideration and subject to the terms and conditions therein expressed.

GIVEN under my hand and seal of office this the ____ day of _____, 2016.

Notary Public

My commission expires: _____



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Southwest Region
Arkansas, Louisiana,
New Mexico, Oklahoma,
Texas

10101 Hillwood Parkway
Fort Worth, TX 76177

JUL 28 2016

The Honorable Bob McCaslin
City of Bentonville
117 West Central Avenue
Bentonville, AR 72712

Dear Mayor McCaslin:

In response to the request by City of Bentonville for the release of 0.90 acres of land at Bentonville Municipal Airport from the Airport Improvement Program grant obligations currently imposed on the airport property, this will evidence the intent of the Federal Aviation Administration (FAA) to release the land from grant assurances by and through the United States of America to the City of Bentonville, AR.

The Arkansas/Oklahoma Airports Development Office (ADO) reviewed the city's request in accordance with the provisions of Federal Aviation Administration (FAA) Order 5190.6B. The affected land was originally acquired by the City of Bentonville in 1945 with no federal assistance under the Airport Improvement Program or any other federal program.

It was determined that the land to be released is not needed for present or foreseeable airport purposes and such release will not materially or adversely affect the use, operation, or maintenance of the airport. The city has provided the supporting documentation and the ADO has determined a categorical exclusion environmental determination in accordance with the National Environmental Policy Act.

The land being proposed for release will be purchased for \$130,000 (fair market value) by Lonesome Tree Properties LLC. The land to be purchased by Lonesome Tree Properties LLC will be used to develop a full-service restaurant. The funds that are to be derived from the sale of land will be used to benefit civil aviation by being used for the construction of an apron to provide additional aircraft parking capacity.

Therefore, the City of Bentonville is hereby released from its obligations incurred under various grant agreements with the United States of America to maintain as airport property land described in the enclosed property release. As part of this release, the City of Bentonville, hereby agrees to provide documentation as to the use of the funds derived from the sale to the FAA no later than 30 days of said land sale.

The original and one copy of the Deed of Release in final form are enclosed. Please accept by resolution of the governing body of the City, execute both copies of the Deed of Release, and return the original document to this office for our records. Retain the copy for your files. If the terms of the Property Release are not acceptable to you as stated, the Property Release offer becomes null and void after 60 days of the date of this letter.

Sincerely,

A black rectangular redaction box covering the signature of Ignacio Flores.

Ignacio Flores
Director, Airports Southwest Region

Enclosures (2)

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO A PURCHASE/CONTRIBUTION
AGREEMENT CONCERNING CERTAIN REAL ESTATE
ON AND ADJACENT TO 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 Clerk be and are hereby authorized to enter into a Purchase/Contribution Agreement with Lonesome Tree Properties, LLC and Bentonville P&R Fund, LLC, for the sale of .9 acres at appraised value and the acceptance of 6.374 acres and an avigation easement, as attached hereto as Exhibit "A".

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

PASSED and APPROVED this ____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, December 13, 2016 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, December 13, 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: November 22, 2016**

AGENDA

1. Planning:
- 1a. **Lot Split: Lot 9, Block 3 Demings Addition, Northwest A Street, John Alan Phillips.**

The Planning Commission voted 7-0, recommending approval.

The applicant has submitted a proposal for a lot split that will create one new lot from un-platted section land. The new lot will be known as Lot 9, (0.44 acres), Block 3 of Deming's Addition. Additional right-of-way will be dedicated along Northwest 'A' Street per the current Master Street Plan. Various utility easements will be dedicated with the plat to serve the new lot. The newly created lot will have direct access to city utilities and a public street.

- 1b. **Lot Split: Lots 6 & 7, Airport Road Addition; Southwest 28th Street; Airport Road, LLC.**

The Planning Commission voted 7-0, recommending approval.

The applicant has submitted a proposal for a lot split that will create two new lots from one existing lot. The new lots will be known as Lot 6 (0.87 acres) and Lot 7 (0.53 acres) of Airport Road Addition.

- 1c. **Property Line Adjustment: Lot 20, Hardcastle Estates; 301 Southwest 'O' Street; Gregory & Hadi Dudley.**

The Planning Commission voted 7-0, recommending approval.

The applicant has submitted a property line adjustment that will create one lot from two existing lots. The new lot will be known as Lot 20 (7.89 acres) of Hardcastle Estates.

- 1d. **Final Plat: Amber Ridge North at Woods Creek; Northeast Saddle Ridge Road; The Meadows at Woods Creek, Inc.**

The Planning Commission voted 7-0, recommending approval.

The applicant has submitted a final plat for 12.72 acres located on Woods Creek Road to be known as Amber Ridge at Woods Creek. Twenty single family lots will be created with platting of this subdivision. Right-of-way and easements will be dedicated with this plat. All public infrastructure has been inspected and accepted by the utility departments.

- 1e. **General Plan Amendment: Honey Creek Land & Cattle, LLC; Southeast 34th Street & Southeast 'C' Street; From Commercial to High Density Residential.**

The Planning Commission voted 7-0, recommending approval.

Policy LU-23, Housing Types, within the General Plan suggest that the city should encourage the development of a mix of housing types to meet the needs of its residents throughout their lives. The proposed high density residential development will help to create additional density and reduce the impact on the city's infrastructure by utilizing existing public utilities and traffic networks.

- 1f. **Rezoning: Kerry Laman; Southeast 5th Street; From R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential.**

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan depicts this property as Downtown Medium-Density Residential (D-MDR). The DN-2, Downtown Medium-Density Residential zoning is an appropriate zoning district for this designation.

- 1g. **Rezoning: KCG BV, LLC; Southwest Buckeye Street; From PUD, Planned Unit Development to R-3, Medium Density Residential.**

The Planning Commission voted 7-0, recommending approval.

The R-3, Medium Density Residential zoning classification is an appropriate designation for this property. According the General Plan, the city should

encourage mixed use developments with equal amounts of medium density residential, commercial and office uses.

2. Reappointment of Jan Holland to the Bentonville Board of Adjustment for a 5-year term. Term beginning January 1, 2017 and expiring December 31, 2021.
3. Reappointment of Rustin Chrisco to the Bentonville Board of Adjustment for a 5-year term. Term beginning January 1, 2017 and expiring December 31, 2021.
4. Appointment of Tregg Brown to the Bentonville Planning Commission to fill Debi Havner's unexpired term that expires July 1, 2018. See attached biography for Mr. Brown.
5. Approval of a resolution declaring a structure to be a nuisance and setting a public hearing for the condemnation of said structure located at 1204 Northeast Fillmore Street.
6. Request City Council approve the change to the City's Personal Policy, Chapter 6, Section 6.2. referring to the Federal Family and Medical Leave Act (FMLA). The enclosed change more closely aligns the City policy with the Federal Regulation Title 29, Part 825 FMLA regulations, specifically as it pertains to the entitlement and duration of Family and Medical Leave.
7. Request the City Council approve the attached changes to the 2017 City Pay Plan. These changes are all part of the recently approved 2017 City Budget, and are reflected within each department's 2017 budget numbers. The attached listing reflects a "Roll-Up" of those changes that will be incorporated into the 2017 Pay Plan.
8. City Council approval of Mayor McCaslin's recommendation to appoint Craig Gilbert and Michelle Malashock and reappoint Courtney Schaefer to the Parks and Recreation Advisory Board.
9. City Council approval of an ordinance waiving competitive bidding for chlorine at the Melvin Ford Aquatic Center, the Fountains at Lawrence Plaza, the fountain at the Downtown Square and the Bentonville Community Center.
- 10a. Staff recommends Council approval of Change Order No. 1 to the Utility Agreement with the Arkansas State Highway Commission for construction of water line relocations associated with AHTD Project No. CA0902 - Interstate 49 Widening and Interchange Improvements, Hwy 62/102 - Hwy 72. This change order recognizes the bid award to Fochtman Enterprises, Inc. for the water relocations and adjusts the agreement to reflect the actual contract prices.
- 10b. Staff recommends Council award bid No. 2016-50 to Fochtman Enterprises, Inc. for water line relocations associated with AHTD Job No. CA0902 - Interstate 49 Widening and Interchange Improvements, Hwy 62/102 - Hwy 72 in an amount of \$110,170.00. This project qualifies for 96.37% reimbursement from AHTD.

- 10c. Budget Adjustment to front costs for award of contract to Fochtman Enterprises, Inc. in the amount of \$110,170.00 for construction of water utility relocations associated with the Utility Agreement with the Arkansas State Highway Commission for AHTD Project No. CA0902 - Interstate 49 Widening and Interchange Improvements, Hwy 62/102 - Hwy 72.
11. Staff requests Council approval of a resolution authorizing the Mayor and City Clerk to enter into an amended lease agreement with Arkansas Affordable Homes LLC to extend the lease term until August 31, 2017.
- 12a. Staff requests City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an amended professional services agreement with GTS, Inc. for material testing services for the construction of the City Maintenance Facility site work located on SW 28th Street for an additional amount of \$35,687.00 not to exceed a total of \$113,887.00. Services include soils/subgrade testing, concrete/asphalt pavement testing, masonry, steel observation/testing.
- 12b. Staff requests Council approval of a budget adjustment in the amount of \$35,687.00 to cover costs for additional/remaining material testing for construction of the new City Maintenance Facility.
13. Staff recommends Council to waive the competitive bidding requirements for the purchase of a leak detection system for a total cost of \$44,516.13. This Leak Detection System will utilize our existing meter reading mesh network by communicating from leak loggers placed in predetermined locations on our distribution system. This system will enable us to find existing leaks on our distribution system that we aren't aware of and reduce our unaccounted for water. This is an additional area to our existing Leak Detection system and is a budgeted item within our 2016 budget.
14. Fire Department Staff recommends declaring 2008 Ford F-450 Ambulance (VIN 1FDXF47R68ED75412) surplus and selling it to Beaver Lake Fire Department for \$25,000.00.
15. City council approval of a Resolution allowing the Mayor and City Clerk to enter into an agreement with Morrison Shipley Engineers for engineering and design services for the North Main Sidewalk project. The cost of this contract is \$37,760.00 which will come from the Engineering Department professional services account (010-1630-463.32-10).
16. A resolution setting a public hearing for January 10, 2017 for a Utility Easement Vacation requested by Terry & Stephanie Orman at 4001 NE Kensington Ave.
17. Recommend the Mayor and City Council award the 1-year blanket bid for electric material to the lowest bidder as shown on the attached bid tabulation in the amount of \$763,366.96. Items will be ordered on an 'as needed' basis.
18. Recommend the Mayor and City Council award the 1-year blanket bid for 3 phase transformers to the lowest bidder as shown on the attached bid

tabulation in the amount of \$387,197.52. Items will be ordered on an 'as needed' basis.

19. Recommend the Mayor and City Council award the 1-year blanket bid for 1 phase transformers to the lowest bidder as shown on the attached bid tabulation in the amount of \$295,087.72. Items will be ordered on an 'as needed' basis.
20. Recommend the Mayor and City Council award the 1-year blanket bid for pole mount transformers to the lowest bidder as shown on the attached bid tabulation in the amount of \$170,370.95. Items will be ordered on an 'as needed' basis.
21. Recommend the Mayor and City Council award the 1-year blanket bid for switchgears to the lowest bidder as shown on the attached bid tabulation in the amount of \$52,701.00. Items will be ordered on an 'as needed' basis.
22. Recommend the Mayor and City Council award the 1-year blanket bid for water/sewer material to the lowest bidder as shown on the attached bid tabulation in the amount of \$306,027.80. Items will be ordered on an 'as needed' basis.
23. Recommend the Mayor and City Council award the 1-year blanket bid for street materials to the lowest bidder as shown on the attached bid tabulation in the amount of \$214,025.00. Items will be ordered on an 'as needed' basis.
24. Recommend the Mayor and City Council award the 1-year blanket bid for janitorial supplies to the lowest bidder as shown on the attached bid tabulation in the amount of \$47,261.50. Items will be ordered on an 'as needed' basis.
25. Recommend the Mayor and City Council award bid #16-57 for 750 underground wire to the lowest bidder as shown on the attached bid tabulation in the amount of \$74,655.00. Items will be ordered on an 'as needed' basis.
26. Recommend the Mayor and City Council award the bid for the steel/wood poles and transmission materials for the electric relocation for 8th Street to Dis-Tran in the amount of \$417,201.00.
27. An ordinance authorizing the Mayor and City Council waive the requirements of competitive bidding and enter into an agreement with Mueller for electric meters per the City of Bentonville's specifications in the amount of \$280,981.50. This is a 'Single Source' item in the State of Arkansas.
28. An ordinance authorizing the Mayor and City Council waive the requirements of competitive bidding and enter into an agreement with Mueller for water meters less than 2" per the City of Bentonville's specifications in the amount of \$215,764.00. This is a 'Single Source' item in the State of Arkansas.
29. An ordinance authorizing the Mayor and City Council waive the requirements of competitive bidding and enter into an agreement with HD Supply Waterworks

for SENSUS brand water meters 2” and larger per the City of Bentonville’s specifications in the amount of \$93,090.00. This is a ‘Single Source’ item in the State of Arkansas.

30. An ordinance authorizing the Mayor and City Council waive the requirements of competitive bidding and enter into an agreement with Holophane Ornamental Lighting for the City of Bentonville’s standardized approved lighting. Prices to remain the same January through December, 2017 for the amount of \$488,645.00.
31. A resolution authorizing the Mayor and City Council to enter into a contract with Osmose to provide pole restoration services to the City of Bentonville Electric Department for an amount not to exceed \$31,000.00.
32. Staff recommends Council approval of a resolution authorizing the Mayor to execute a Deed of Release with the FAA for the release of 0.9 AC at the Bentonville Municipal Airport.
33. Staff recommends Council approval of a resolution authorizing the Mayor to enter into a Real Estate Transaction Agreement with Lonesome Tree Properties, LLC to exchange 0.9 AC located at the Bentonville Municipal Airport for 6.39 AC adjacent to the Airport, a 12.42 AC avigation easement at the north end of the runway, and a \$130,000.00 purchase price to be used for future development at the Airport.