

1. Agenda

Documents:

[JUNE 27, 2017 CITY COUNCIL FULL AGENDA.PDF](#)

2. Short Agenda

Documents:

[JUNE 27, 2017 CITY COUNCIL SHORT AGENDA.PDF](#)



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, June 27, 2017 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, June 27, 2017 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: June 13, 2017**

AGENDA

1. Planning:
 - 1a. **Property Line Adjustment: Lots 19-21 Block 3, Braithwaite Park Addition, Ed Adair, Northwest Park Drive, R-1, Single Family Residential.**

(Pages 5-8)

The Planning Commission voted 5-0, recommending approval.

The applicant has submitted a property line adjustment that will remove the common lot lines of six adjacent lots that to create three new lots. The new lots will be known as Lot 19 (4.13 acres), Lot 20 (4.13 acres) and Lot 21 (0.18 acres), Block 3 of Braithwaite Park Addition. Per the requirements of the current Master Street Plan, right-of-way is being dedicated along NW Park Drive. A 20' wide utility easement is also being dedicated along NW Park Drive. Lots 19 and 20 have access to public utilities and a public street. Lot 21 contains a portion of the trail system, does not have access to public utilities or a public street, and is non-buildable.

- 1b. **Rezoning: Casey Koenigseder, 208 Southwest 'F' Street, From R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential.**

(Pages 9-12)

The Planning Commission voted 5-0, 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 district for this designation.

- 1c. **Rezoning: Food Hub NWA, LLC, 700 & 702 Southeast 5th Street, From I-2, Heavy Industrial to C-2, General Commercial.**

(Pages 13-16)

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan depicts this property as Commercial (C). The C-2, General Commercial zoning is an appropriate zoning district for this designation.

- 1d. **Rezoning: Craig and Caelli Hull, Northeast 'H' Street and Northeast 2nd Street, From R-1, Single Family Residential to DN-1, Downtown Low-Density Residential.**

(Pages 17-20)

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan depicts this property as Downtown Low-Density Residential (D-LDR). The DN-1, Downtown Low-Density Residential zoning is an appropriate zoning district for this designation.

2. Approval of the Mars Agency proposal to install Natural Skate Bentonville at the skate park in Memorial Park. The project will be funded by the Mars Agency and Runway NWA. City will be responsible for future maintenance. The Public Art Advisory Committee recommended approval on June 13, 2017. The item was on the June 19 Parks and Recreation Advisory Board agenda. **(Pages 21-24)**
3. Approve bid award to Affiliated FM for City's property insurance (July 8, 2017 to July 8, 2018.) **(Pages 25-26)**
4. A public hearing and ordinance vacating a Drainage Easement located at 2609 South Walton by Gain Robinson, to the City of Bentonville, Arkansas, Benton County, Arkansas. **(Pages 27-30)**
5. A public hearing and ordinance vacating a Shared Access Easement located at 2609 S Walton by Gain Robinson, to the City of Bentonville, Arkansas, Benton County, Arkansas. **(Pages 31-34)**
6. A public hearing and ordinance vacating a Ingress/Egress Easement located at 2609 S Walton by Gain Robinson, to the City of Bentonville, Arkansas, Benton County, Arkansas. **(Pages 35-38)**
7. Staff recommends City Council approval of a resolution authorizing the Mayor and Clerk to enter into an amended agreement with McClelland Consulting Engineers, Inc. The original Contract was approved on June 23, 2015, for the Water Tower Rd./SE 8th Improvements Project that included surveys,

geotechnical investigation, design, bid administration, staking and construction administration in an amount not to exceed \$777,500.00. This amended contract for an increase of \$9,500.00 is for the design of the relocation of the City's communication building for the Water Supply. Amendment increases commitment amount to \$787,000.00. See attached memo and Contract.

(Pages 39-43)

- 8a. City Council approval of a resolution, authorizing the Mayor and City Clerk to enter into an agreement with CEI Engineering for the design and construction documents for a new tennis complex at Citizens Park. **(Pages 44-54)**
- 8b. City Council approval of a budget adjustment, in the amount of \$34,125.00, for price for a design contract for the Citizens Park Tennis Complex. **(Pages 55-56)**
9. Recommend Mayor and City Council award the bid for Right Of Way Clearing to Asplundh Tree Expert Co. as shown on the attached bid form. **(Pages 57-67)**
10. A resolution for the Mayor and City Clerk to assign an airport ground lease from TAR & DOK Development, LLC to Effectual Assets, LLC. Said lease is known as 2505 SW "I" Street, Bentonville, Arkansas. **(Pages 68-74)**
11. Extend the contract with Allied Waste Services, LLC D/B/A Republic Services of Bella Vista an additional five years based on the bid award approved by Council on July 24, 2012. Per the bid award, the contract is renewable. The term was October 1, 2012 until September 30, 2017. This will extend the contract until September 30, 2022. However, as stated in the original bid award, the contract may be terminated early based on service or other issues as determined solely at the discretion of the City Council, after reasonable notice to the contractor and a public hearing. **(Page 75)**



City Council Agenda Items
For City Council Meeting of June 27, 2017
From the June 20, 2017 Planning Commission Meeting

Property Line Adjustment: Lots 19-21 Block 3, Braithwaite Park Addition, Ed Adair, Northwest Park Drive, R-1, Single Family Residential.

The Planning Commission voted 5-0, recommending approval.

The applicant has submitted a property line adjustment that will remove the common lot lines of six adjacent lots that to create three new lots. The new lots will be known as Lot 19 (4.13 acres), Lot 20 (4.13 acres) and Lot 21 (0.18 acres), Block 3 of Braithwaite Park Addition. Per the requirements of the current Master Street Plan, right-of-way is being dedicated along NW Park Drive. A 20' wide utility easement is also being dedicated along NW Park Drive. Lots 19 and 20 have access to public utilities and a public street. Lot 21 contains a portion of the trail system, does not have access to public utilities or a public street, and is non-buildable.

Rezoning: Casey Koenigseder, 208 Southwest 'F' Street, From R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential.

The Planning Commission voted 5-0, 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 district for this designation.

Rezoning: Food Hub NWA, LLC, 700 & 702 Southeast 5th Street, From I-2, Heavy Industrial to C-2, General Commercial.

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan depicts this property as Commercial (C). The C-2, General Commercial zoning is an appropriate zoning district for this designation.

Rezoning: Craig and Caelli Hull, Northeast 'H' Street and Northeast 2nd Street, From R-1, Single Family Residential to DN-1, Downtown Low-Density Residential.

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan depicts this property as Downtown Low-Density Residential (D-LDR). The DN-1, Downtown Low-Density Residential zoning is an appropriate zoning district for this designation.

**Lots 19-20, Block 3,
Braithwaite Park Addition**
NW Park Drive

PC Date: 6/20/2017

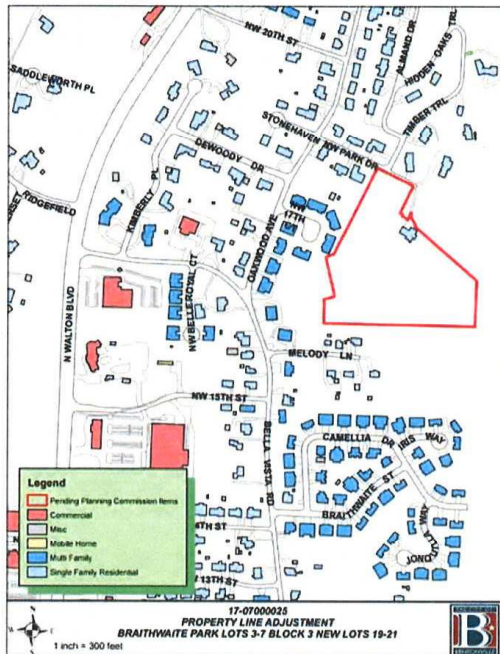
Recommendation: Approval

Reviewer: Jon Stanley, Planner

Project Number	17-07000025
Applicant / Current Owner	Ed Adair 10 Plymouth Lane Rogers, AR 72758
Site Area	8.44 acres
Current Zoning	R-1, Single Family Residential
Future Land Use Map Designation	Low Density Residential (LDR)

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

Location Map



Property Description

The project consists of six vacant lots in a residential neighborhood. The surrounding area consists mostly of large lot single family homes.

Project Details

The applicant has submitted a property line adjustment that will remove the common lot lines of six adjacent lots that to create three new lots. The new lots will be known as Lot 19 (4.13 acres), Lot 20 (4.13 acres) and Lot 21 (0.18 acres), Block 3 of Braithwaite Park Addition. Per the requirements of the current Master Street Plan, right-of-way is being dedicated along NW Park Drive. A 20' wide utility easement is also being dedicated along NW Park Drive. Lots 19 and 20 have access to public utilities and a public street. Lot 21 contains a portion of the trail system, does not have access to public utilities or a public street, and is otherwise non-buildable.

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

Conclusion

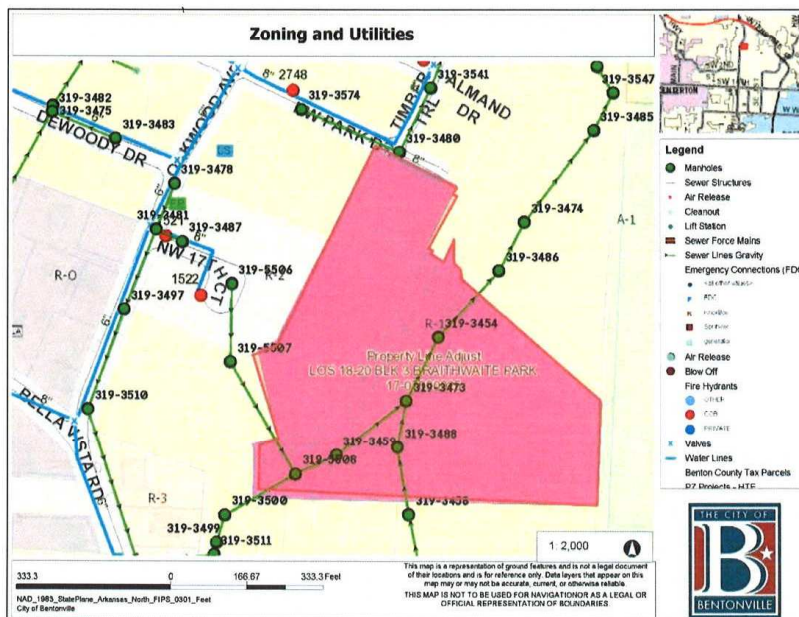
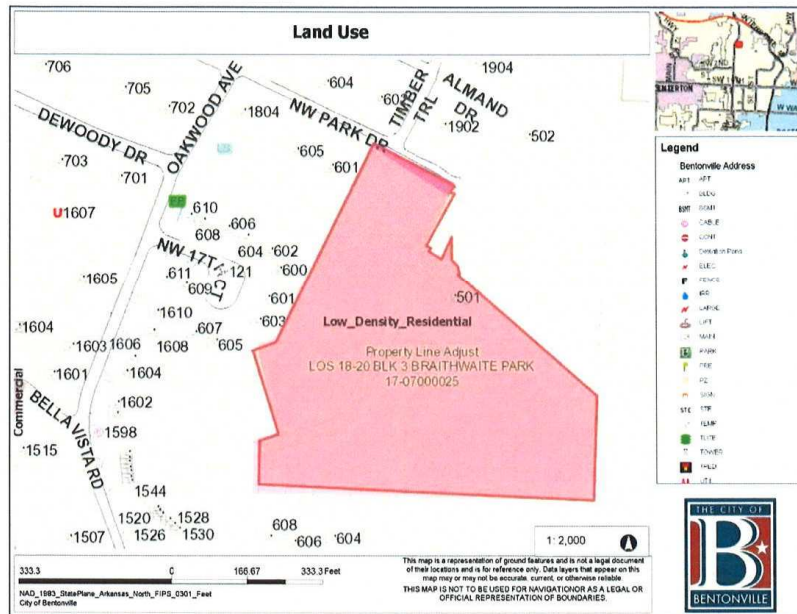
This property line adjustment does meet the minimum requirements of the subdivision regulations.

Recommendation

Staff has reviewed this application and, based on the findings presented in this report, 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 PROPERTY LINE ADJUSTMENT OF
LOTS 19-21, BLOCK 3, BRAITHWAITE PARK ADDITION TO THE CITY
OF BENTONVILLE, ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment Lots 19-21, Block 3, Braithwaite Park Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on June 20, 2017; 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 Lots 19-21, Block 3, Braithwaite Park Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2017.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

REZONING STAFF REPORT



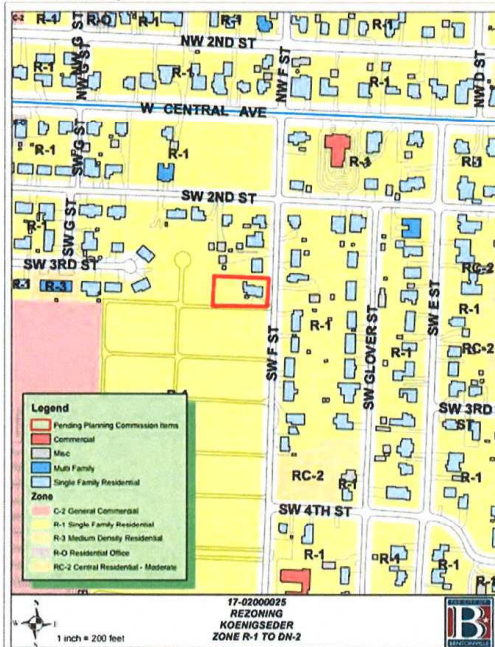
Koenigseder

208 SW F Street
PC Date: 6/20/2017
Recommendation: Approval
Reviewer: Jon Stanley, Planner

Project Number	17-09000025
Applicant / Current Owner	Casey Koenigseder 208 SW F Street Bentonville, AR 72712
Site Area	0.40 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DN-2, Downtown Medium-Density Residential
Future Land Use Map Designation	Downtown Medium-Density Residential (D-MDR)

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

Location Map



Property Description

This property is located at 208 SW F Street and is currently occupied by a single family home. The south and west sides of the property border the Bentonville Cemetery. All adjacent properties are zoned R-1, Single-Family Residential.

Projected Traffic Impact

The proposed zoning designation will not adversely impact traffic in the area. The property is located within the downtown area where the existing street grid network will provide adequate options for ingress and egress.

Utility Infrastructure

Per the GIS website, water and sewer are available.

Relationship to the General Plan

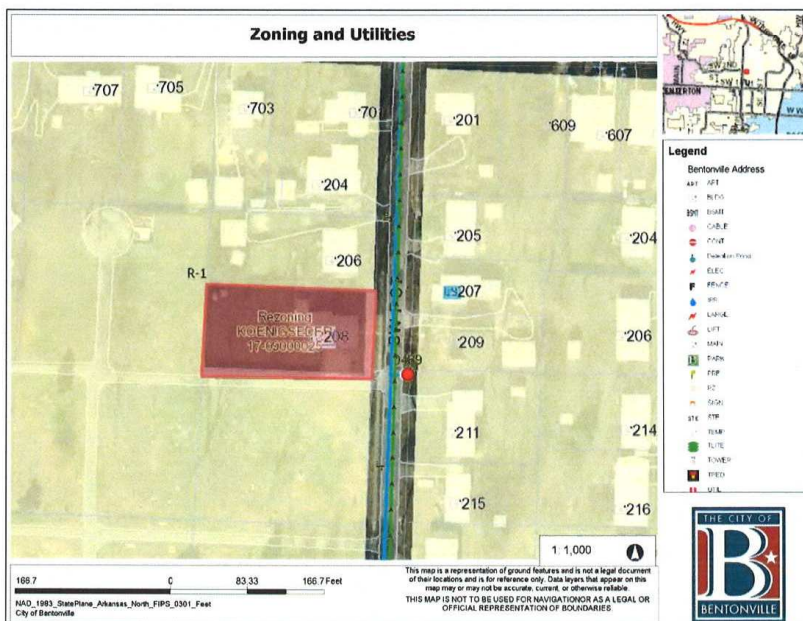
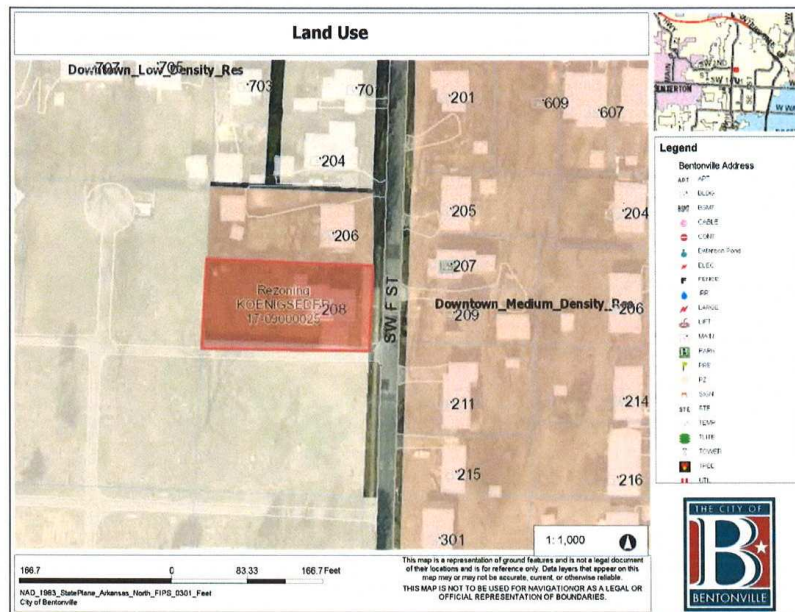
The Future Land Use Plan depicts this property as Downtown Medium-Density Residential (D-MDR). The DN-2, Downtown Medium-Density Residential zoning is an appropriate district for this designation.

Conclusion

The DN-2, Downtown Medium-Density Residential zoning designation will offer additional housing options and additional single-family density in an established downtown neighborhood. The existing infrastructure in this area can support the slight increase in density and will allow small-lot single-family developments to occur.

Recommendation

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





James Layout Services, LLC

***PO Box 611 Farmington, Arkansas 72730
(479) 445-7731
jameslayoutservices@yahoo.com***

*May 10, 2017
Planning Department
City of Bentonville
315 S.W. "A" St.
Bentonville, AR 72712*

***Re: 208 S.W. "F" St.
Bentonville, AR 72712
Rezoning Request***

We are representing a request by Casey Koenigseder to rezone the property located at 208 SW F Street. The property currently has a home and the owner would to split the property in to two lots and demolish the existing home and build a house on each lot. Please find below the narrative addressing the required items under the Rezoning Checklist.

- *The property is currently zoned R-1 Single Family Residential. The proposed zoning is DN-2 Down Town Medium Residential.*
- *The rezone is requested so that the client can create two lots of the parcel that will be submitted as a lot Split after the rezone is approved.*
- *The proposed rezone will allow the property to be split in two lots that are 45' +/- in width and 210' +/- in depth. After the rezone and lot split is approve the client would like to build a house on each lot. Based on the land use plan this property is planned DN-2 so it will meet the cities expectations.*
- *Access for the proposed two lots will be off the Norther drive of the cemetery.*
- *A 6" Sewer line and a 4" Water line runs North and South along NW F Street.*

*Sincerely,
James Layout Services, LLC*

***Nick Rumancik
Field Operation Manager***

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, Casey Koenigseder 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:

90 FEET SQUARELY OFF THE SOUTH SIDE OF LOT 6, CORLEY'S
ADDITION IN BENTONVILLE, BENTON COUNTY, ARKANSAS, AS
SHOWN IN PLAT RECORD "A" AT PAGE 152

;and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held June 20, 2017 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 _____, 2017.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

REZONING STAFF REPORT



Food Hub NWA, LLC

700 & 702 SE 5th Street

PC Date: 6/20/2017

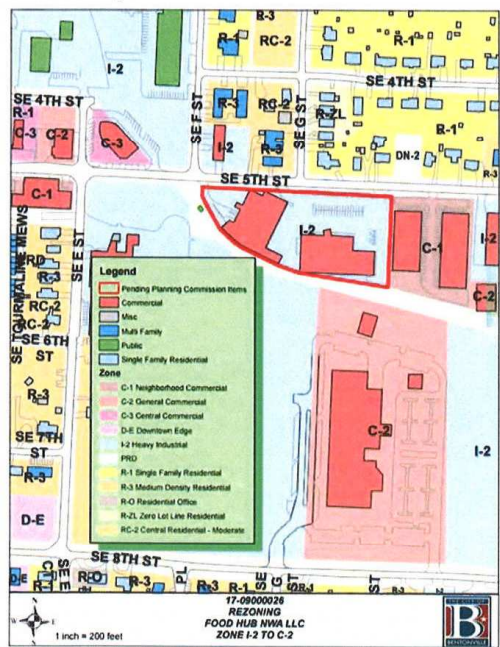
Recommendation: Approval

Reviewer: Jon Stanley, Planner

Project Number	17-09000026
Applicant / Current Owner	Food Hub NWA, LLC P.O. Box 1860 Bentonville, AR 72712
Site Area	3.20 acres
Current Zoning	I-2, Heavy Industrial
Requested Zoning	C-2, General Commercial
Future Land Use Map Designation	Commercial (C)

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

Location Map



Property Description

This property consists of two occupied office buildings located at 700 & 702 SE 5th Street in the downtown area.

Projected Traffic Impact

The proposed zoning designation has the potential to cause an adverse effect on traffic in the area. The traffic conditions will be assessed at the time of redevelopment or any change in use and any necessary improvement will be provided as needed.

Utility Infrastructure

Per the GIS website, water and sewer are available.

Relationship to the General Plan

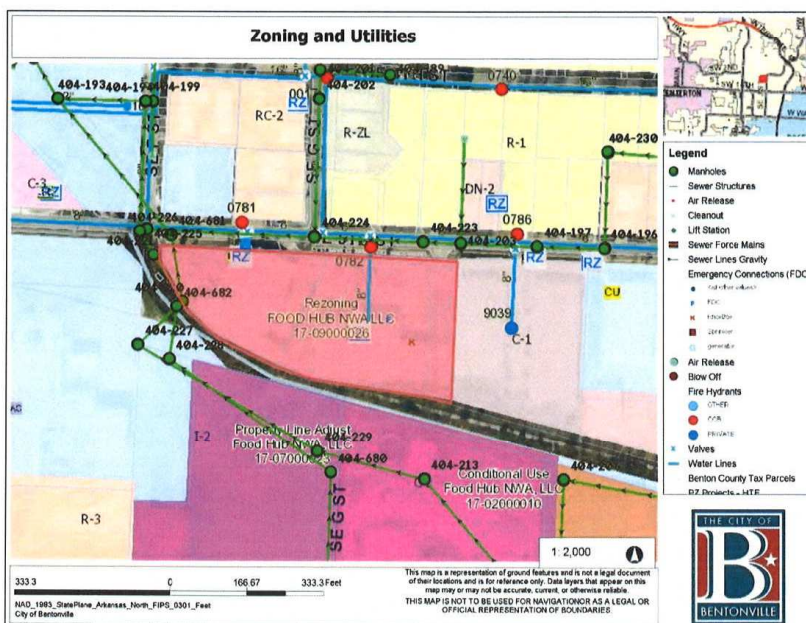
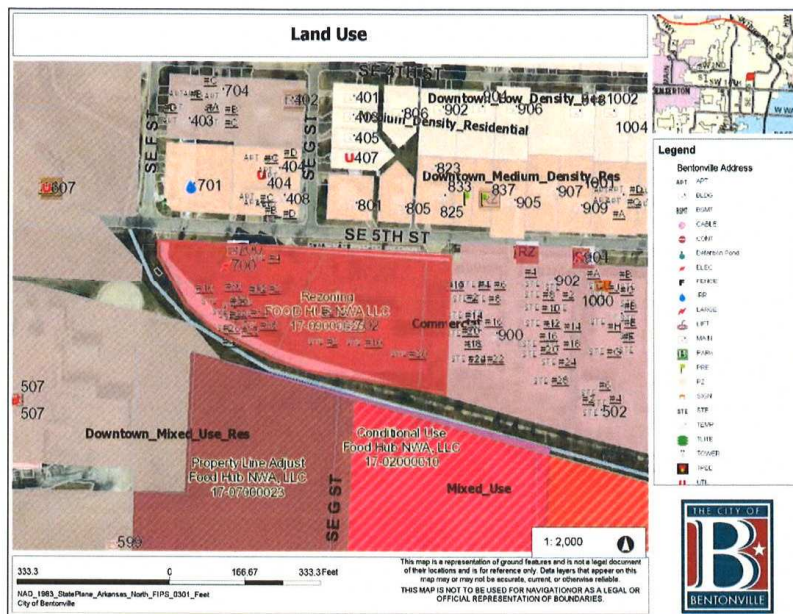
The Future Land Use Plan depicts this property as Commercial (C). The C-2, General Commercial zoning is an appropriate zoning district for this designation.

Conclusion

The property is currently occupied with a mix of office uses. The C-2, General Commercial zoning district will allow uses that are consistent with the exiting uses occurring in the two buildings and with other uses in the near vicinity. The proximity to SE J Street, an arterial street, is keeping with good land use planning and the General Plan.

Recommendation

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



FOOD HUB NWA, LLC

P.O. Box 1860 Bentonville, AR 72712-1860 | 479.268.4157

May 15, 2017

City of Bentonville Planning Department
305 SW A Street
Bentonville, AR 72712

Re: Rezoning Request for 700 & 702 SE 5th Street Narrative

Parcels 01-00693 and 01-00697 located at 700 and 702 SE 5th Street owned by Food Hub NWA, LLC is currently zoned I-2. The proposed zoning designation is C-1. The 700 building is an existing 1 story and 702 building is an existing 2 story office building.

The surrounding properties have various zoning designations. The property to the east is zoned C-1, the properties to the south and southwest are zoned C-2 and I-2. The properties to the north are zoned I-2, RC-2, R-1 and DN-2. According to the Land Use Plan from Bentonville G.I.S, the subject properties are designated as Commercial and surrounding properties to be Mixed Use, Downtown Mixed Use Res, and Downtown Medium Density Res.

The proposed renovations and additions of the 2 office buildings will be contemporary in design with large glass surfaces and apertures for ample natural light into office spaces and allow users to enjoy the landscaped amenities of the site. Any proposed signage on the building or site will meet the city signage ordinance.

Traffic on SE 5th street is very minimal. The subject properties are 1 block from J Street, a major north south artery.

The west building is served by an existing 2" water line and 4" sanitary sewer line, both connected to existing mains. The east building is served by an existing 4" sanitary sewer line and the new water line size will be 3". Both lines serving the east building are also connected to existing mains.

ORDINANCE NO. _____

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

WHEREAS, Food Hub NWA, 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 I-2, Heavy Industrial to C-2, General Commercial to be used in accordance with city zoning laws and state laws, which property is described as follows:

Lot 1, Dixieland Office Park as shown on Property Line Adjustment Plat filed for record in Plat Book 2004 at Page 210, Records of City of 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 June 20, 2017 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 I-2, Heavy Industrial to C-2, General Commercial.

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 I-2, Heavy Industrial to C-2, General Commercial to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2017.

APPROVED:

MAYOR

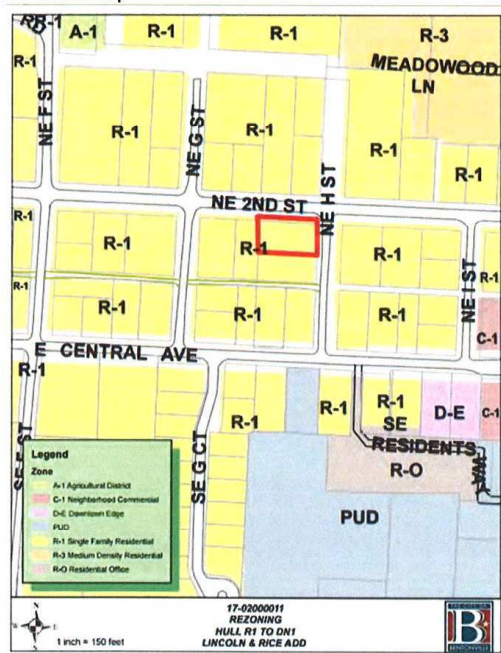
ATTEST:

CITY CLERK

Project Number	17-09000027
Applicant / Current Owner	Craig and Caelli Hull 8141 Ward Lane Rogers, AR 72756
Site Area	0.27 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DN-1, Downtown Low-Density Residential
Future Land Use Map Designation	Downtown Low-Density Residential (D-LDR)

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

Location Map



Property Description

This property is the location of a vacant single-family lot in an established single-family neighborhood. It is five blocks east of the downtown square on the southwest corner of the intersection of NE 2nd Street and NE H Street.

Projected Traffic Impact

The proposed zoning designation will not adversely impact traffic in the area. The property is located within the downtown area where the existing street grid network will provide adequate options for ingress and egress.

Utility Infrastructure

Per the GIS website, water and sewer are available.

Relationship to the General Plan

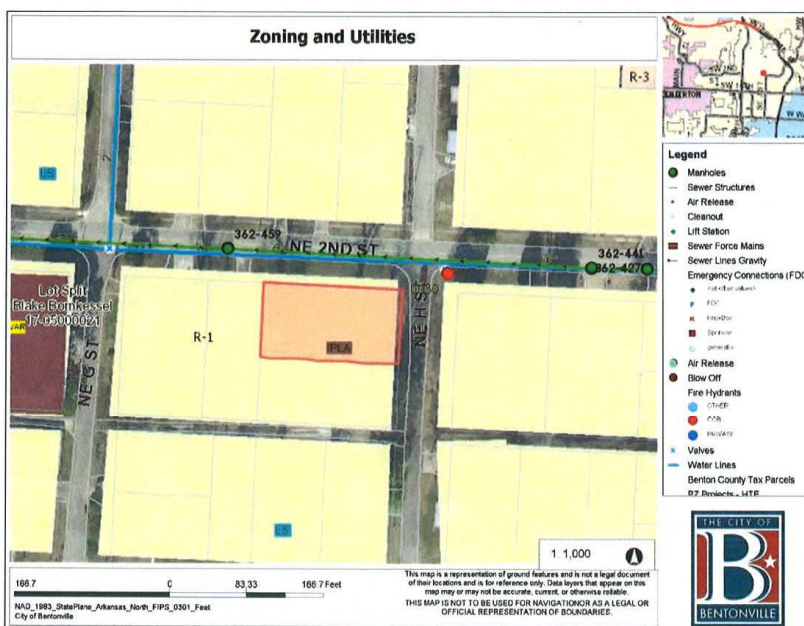
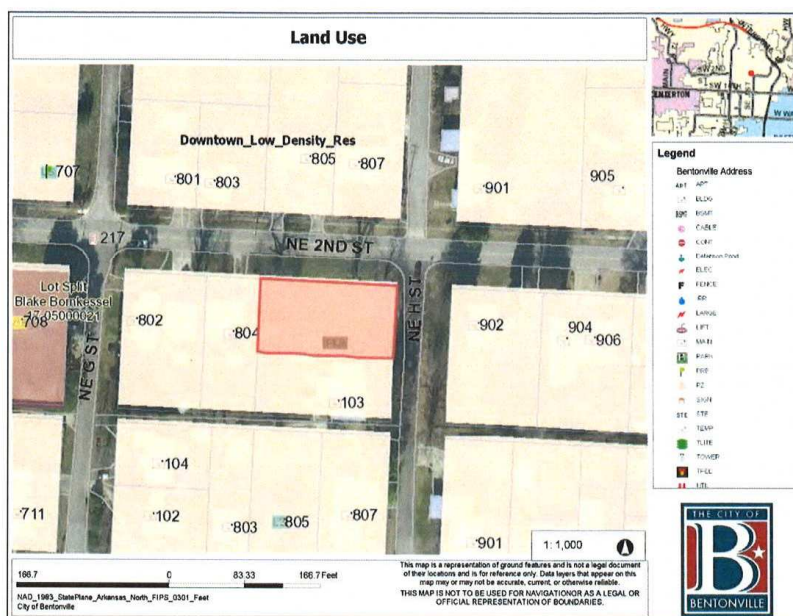
The Future Land Use Plan depicts this property as Downtown Low-Density Residential (D-LDR). The DN-1, Downtown Low-Density Residential zoning is an appropriate zoning district for this designation.

Conclusion

The DN-1, Downtown Low-Density Residential zoning designation supports General Plan Policy LU-23, Housing Types, that states “the City should encourage the development of a mix of housing types to the meet the needs of its residents...”. The DN-1 designation will allow for the established development pattern of predominantly large lot single family residences to be preserved while allowing infill development to occur. This rezoning request is consistent with good land use planning, the General Plan and the Future Land Use Map and meets the intent of the policy.

Recommendation

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



Rezoning Request

Parcel #01-03254-000

Legal Description: (emailed to planning@bentonvillear.com)

THE NORTH 80 FEET OF LOTS 1, 2, AND 3, BLOCK 3, LINCOLN AND RICE ADDITION
TO THE CITY OF BENTONVILLE, ARKANSAS.

Narrative:

The current zoning designation is R-1. The proposed designation is DN1. This change allows the footprint of the proposed home to be 5' closer to NE 2nd Street. The current owners are Craig and Caelli Hull. There is currently no proposed sale.

Reason: To allow the home to fit on the lot as currently designed.

Use: Single family residence.

Traffic: Normal residential

Signage: None on completion (small signs identifying design and/or build firms during construction.

Appearance: Custom 2-Story Craftsman style home

Availability of Water and Sewer: 6" Polyvinyl Chloride Sewer Line; 6" Asbestos Cement Water Line

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-1, DOWNTOWN LOW-
DENSITY RESIDENTIAL.**

WHEREAS, Craig and Caelli Hull 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-1, Downtown Low-Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

THE NORTH 80 FEET OF LOTS 1, 2, AND 3, BLOCK 3, LINCOLN AND
RICE ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS.

;and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held June 20, 2017 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-1, Downtown Low-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-1, Downtown Low-Density Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2017.

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:

June 27, 2017

Submitted by: Shelli Kerr
obo Public Art Advisory Committee

Department Planning Services

Phone 271-6822

ACTION REQUIRED:

Approval of the Mars Agency proposal to install *Natural Skate Bentonville* at the skate park in Memorial Park. The project will be funded by the Mars Agency and Runway NWA. City will be responsible for future maintenance. The Public Art Advisory Committee recommended approval on June 13, 2017. The item was on the June 19 Parks and Recreation Advisory Board agenda.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMO



To: Mayor Bob McCaslin, City Council
From: Troy Galloway, AICP, Community & Economic Development Director
CC Date: June 27, 2017
Re: Proposal for public art on public property – Natural Skate Bentonville

The Mars Agency, in partnership with Runway NWA and Bentonville School District's 2017 Ignite Program, proposes to install artwork titled *Natural Skate Bentonville* on the Bentonville Skate Park in Memorial Park.

Project Description. The Mars Agency collaborated with local students and users of the skate park to create the proposed design that reflects the hills and lakes of Arkansas. Volunteers will install the artwork by projecting the design onto the site then roller painting the large mass areas and stenciling the patterns with concrete suitable paint. Once complete, they will apply a high-quality sealant. The skate park will be closed-off during installation, estimated to take approximately seven days.

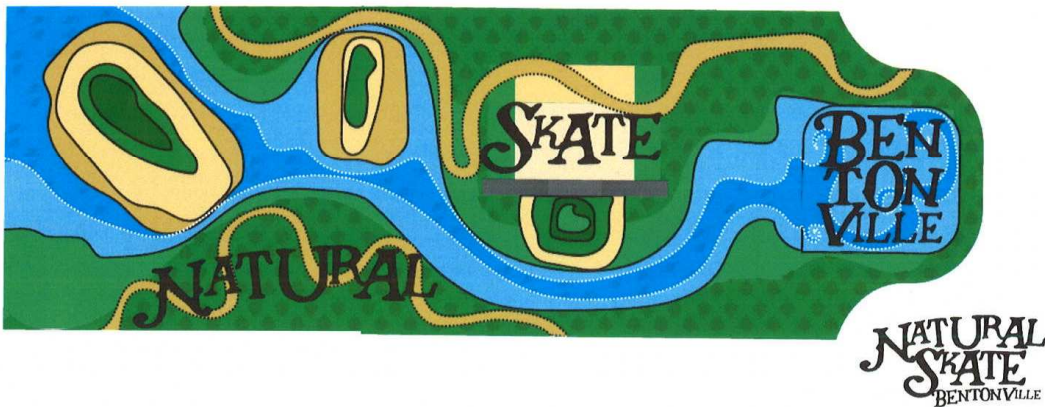
Schedule. Installation is planned for early October 2017.

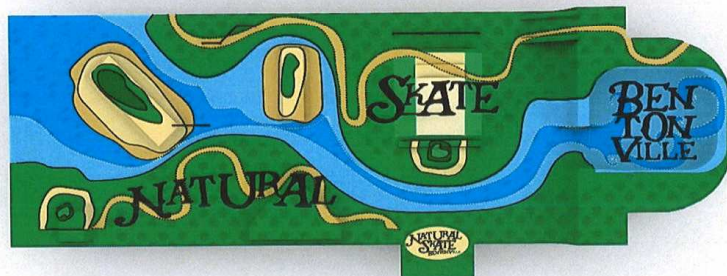
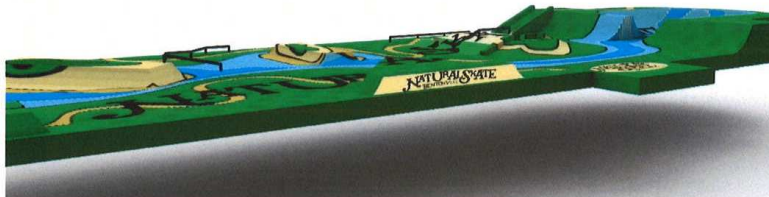
Artwork Narrative. The artists were inspired by elements that make Arkansas beautiful. Their objective is to leverage the help of many (artists and non-artists) to create a unifying piece that resonates with the entire community.

Funding. The cost estimate of \$15,000 to for materials will be funded by The Mars Agency and Runway NWA. Volunteers will install the piece.

Maintenance. Once the project is complete, it will be the city's responsibility for maintenance. The artist will provide the city with the paint and supply information and include stencil designs that may be needed for annual touch ups. However, the artists' intent is to let the artwork wear and fade naturally.

Recommendation. Since the project is located on city park property, the Public Art Policy requires a recommendation for approval from both the Public Art Advisory Committee (PAAC) and the Parks and Recreation Advisory Board (PRAB) in addition to City Council. PAAC approved the piece on June 13, 2017. The proposal is on the June 19, 2017 PRAB meeting agenda.





PUBLIC ART PROPOSAL



All applications submitted for consideration to the Bentonville Public Art Advisory Committee must include this application form and the supporting material requested below. Materials can be submitted electronically (MS-Word or PDF format) or in paper format to Shelli Kerr at skerr@bentonvillear.com.

ARTIST INFORMATION

Name Becky Grigg (The Mars Agency)
Address 2702 SE Otis Corley Dr. Ste. 14
City, State, Zip Bentonville, AR 72712
Telephone (479) 553-6388
Email griggb@themarsagency.com

ARTWORK INFORMATION

Title Natural Skate Bentonville
Location Memorial Park
Size 11,000 sq. ft.
Medium Paint suitable for concrete

Life expectancy 3-5 years

Cost estimate \$15,000

Funding source

The Mars Agency, Runway NWA

Method of fabrication & installation

Aerial projection of design; roller painting for large mass areas; stenciling for patterns

Special requirements (i.e. water, electricity)

For installation, we will need electricity (have confirmed availability) and water for power-washing.

Timeline for design, fabrication and installation

Installation slated to take place week of 10/2 or 10/9. Will close off the skate park for no more than 7 days.

Ongoing maintenance requirements

Our vision is to let the artwork live with light natural wear and tear, but the following precautions can be made to prolong its life:

- Annual check to see if touch-ups are needed (each October)
- All stencils from the original installation will be saved and upon completion of installation, the artists will provide the City with all paint/supply information that would be needed for touch-ups
- High-quality sealant will be applied to the artwork at the time of installation

Narrative (describe the inspiration for the artwork and how it contributes to the visitor's experience)

The Natural Skate Bentonville design is a collaboration between The Mars Agency and students involved in the 2017 Ignite Program. The artists were inspired by elements that make Arkansas the beautiful state it is. Their objective is to leverage the help of many (artists or not) to create a unifying piece of art that resonates with the entire community.

SUPPORT MATERIALS

- ☐ **Illustration of proposed work**
Provide at least one sketch, drawing or digital illustration of the proposed work. Proposal illustrations should accurately and clearly describe the proposed work.
- ☐ **Artist portfolio**
Provide at least three (3) images of previous artwork. These may be imbedded into a Word or PDF document and must include a title, date, media and description of each image.
- ☐ **Artist resume/CV**
Provide an artist resume/CV and include artist website or links to web resources, if available.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 27, 2017

Submitted by:

Denise Land

Department

Administration

Phone

271-3118

ACTION REQUIRED:

Approve bid award to Affiliated FM for City's property insurance (July 8, 2017 to July 8, 2018.)

COST TO CITY:

Cost of this Request: \$218,763

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	219,000
Funds Expended to Date		
Remaining Budget		219,000
Budget Adjustment		-
Remaining After Adjustment	\$	219,000

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





INSURANCE BIDS -2017

Affiliated FM - renewal

XL

Cincinnati

Liberty Mutual

Chubb

Travelers

Hartford

C N A

Zurich

Union Standard

BUILDINGS/CONTENTS	TOTAL COST
\$ 219,306,774	\$ 218,763

Declined - minimum premium \$250K

Declined - unable to match Affiliated FM's coverage and terms

Declined - Will be rolling out municipality program in the future

Unable to compete with rate or policy form

Unable to compete with rate or policy form

Unable to compete with rate or policy form

Unable to provide same coverages, high deductibles required

Unable to compete with rate or policy form

Unable to compete with rate or policy form



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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 27, 2017

Submitted by:

Dennis Birge

Department

Engineering

Phone

271-3118

ACTION REQUIRED:

A public hearing and ordinance vacating a Drainage Easement located at 2609 South Walton by Gain Robinson, to the City of Bentonville, Arkansas, Benton County, Arkansas.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



ORDINANCE NO. _____

ORDINANCE VACATING A DRAINAGE EASEMENT LOCATED AT LOT 5 OF RON BLACKWELL FORD ADDITION SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS.

WHEREAS, a petition was filed by Gain Robinson with the City Council of the City of Bentonville, Arkansas, asking the City Council to vacate a drainage easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

A drainage easement twenty (20) feet in width per Plat Book 2007 Page 835, located in the SE Quarter of the SE Quarter of Section 6, Township 19 N, Range 30 W and described as follows:

Commencing at the NW Corner of Lot 5 of the Ron Blackwell Ford Addition to the City of Bentonville, Arkansas; thence South 181.24 feet along easterly right-of-way line of US Highway 71B to point of beginning of the easement; thence South 79° 08' 52" East for 317.69 feet; thence S 10° 51' 08" West for 20.00 feet; thence North 79° 08' 52" West for 314.66 feet; thence North along easterly right-of-way line of US Highway 71B 20.23 feet to the point of beginning of easement.

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

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

Section 1: The City of Bentonville Arkansas releases, vacates and abandons all of its rights together with the rights of the public generally, in and to a drainage easement designated as follows:

A drainage easement twenty (20) feet in width per Plat Book 2007 Page 835, located in the SE Quarter of the SE Quarter of Section 6, Township 19 N, Range 30 W and described as follows:

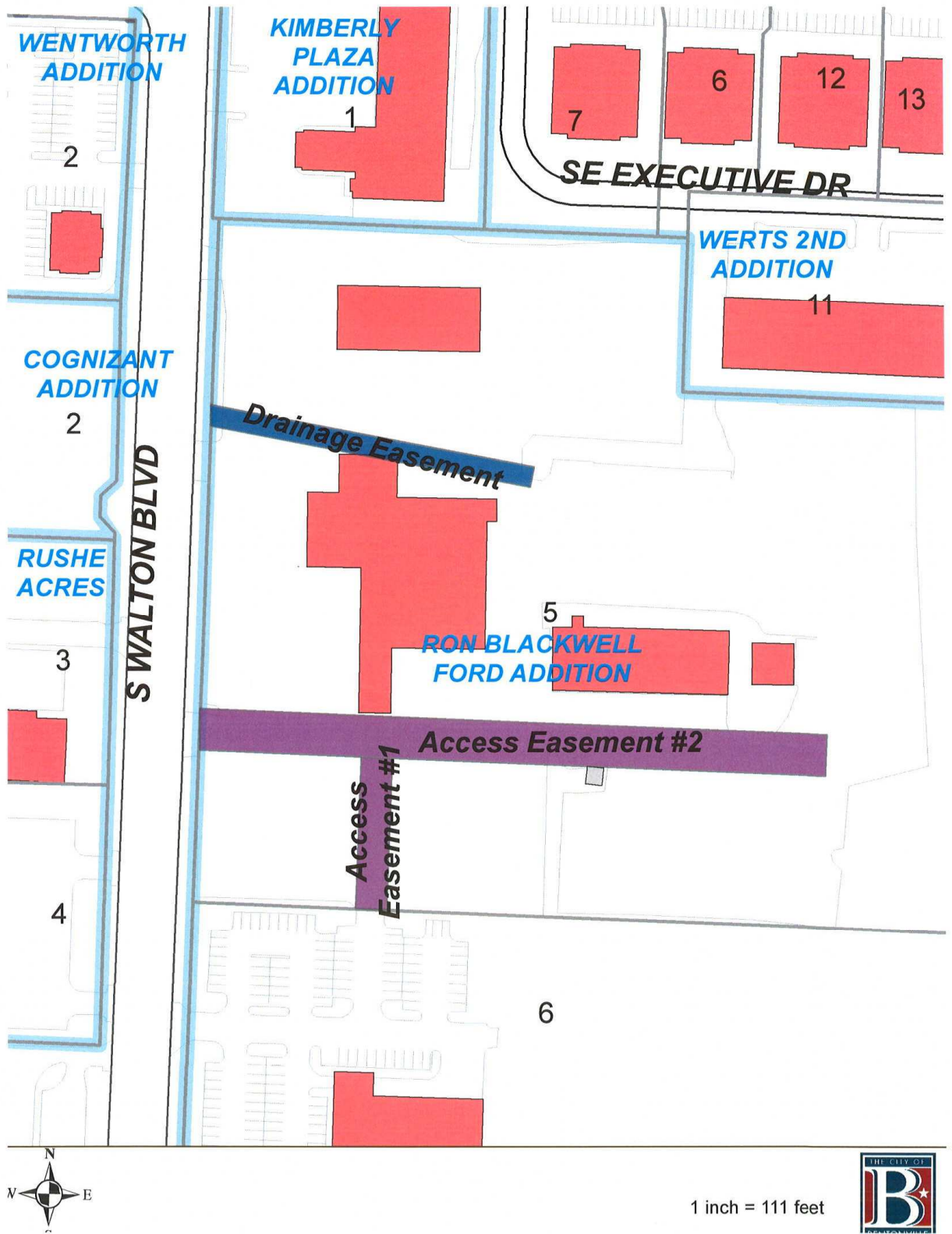
Commencing at the NW Corner of Lot 5 of the Ron Blackwell Ford Addition to the City of Bentonville, Arkansas; thence South 181.24 feet along easterly right-of-way line of US Highway 71B to point of beginning of the easement; thence South 79° 08' 52" East for 317.69 feet; thence S 10° 51' 08" West for 20.00 feet; thence North 79° 08' 52" West for 314.66 feet; thence North along easterly right-of-way line of US Highway 71B 20.23 feet to the point of beginning of easement.

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

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2017, at a regular meeting of the City Council of the City of Bentonville, Arkansas.

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

**BOB MCCASLIN, Mayor
City of Bentonville, Arkansas**





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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 27, 2017

Submitted by:

Dennis Birge

Department

Engineering

Phone

271-3118

ACTION REQUIRED:

A public hearing and ordinance vacating a Shared Access Easement located at 2609 S Walton by Gain Robinson, to the City of Bentonville, Arkansas, Benton County, Arkansas.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



ORDINANCE NO. _____

**ORDINANCE VACATING A SHARED ACCESS EASEMENT LOCATED AT LOT 5 OF
RON BLACKWELL FORD ADDITION SUBDIVISION TO THE CITY OF
BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS.**

WHEREAS, a petition was filed by Gain Robinson with the City Council of the City of Bentonville, Arkansas, asking the City Council to vacate a shared access easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

A shared access drive easement thirty (30) feet in width per Plat Book 2007 Page 835 located in the SE Quarter of the SE Quarter of Section 6, Township 19 N, Range 30 W and described as follows:

Commencing at the NW Corner of Lot 5 of the Ron Blackwell Ford Addition to the City of Bentonville, Arkansas; thence South 514.80 feet along easterly right-of-way line of US Highway 71B; thence South 87° 35' 08" East for 155.93 feet to the point of beginning of the easement; continuing South 87° 35' 08" East for 40 feet; thence South 2° 13' 54" West for 147.10 feet; thence North 87° 40' 29" West for 30 feet; thence North 2° 13' 55" East for 147.10 feet to the point of beginning of easement.

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

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

Section 1: The City of Bentonville Arkansas releases, vacates and abandons all of its rights together with the rights of the public generally, in and to a shared access easement designated as follows:

A shared access drive easement thirty (30) feet in width per Plat Book 2007 Page 835 located in the SE Quarter of the SE Quarter of Section 6, Township 19 N, Range 30 W and described as follows:

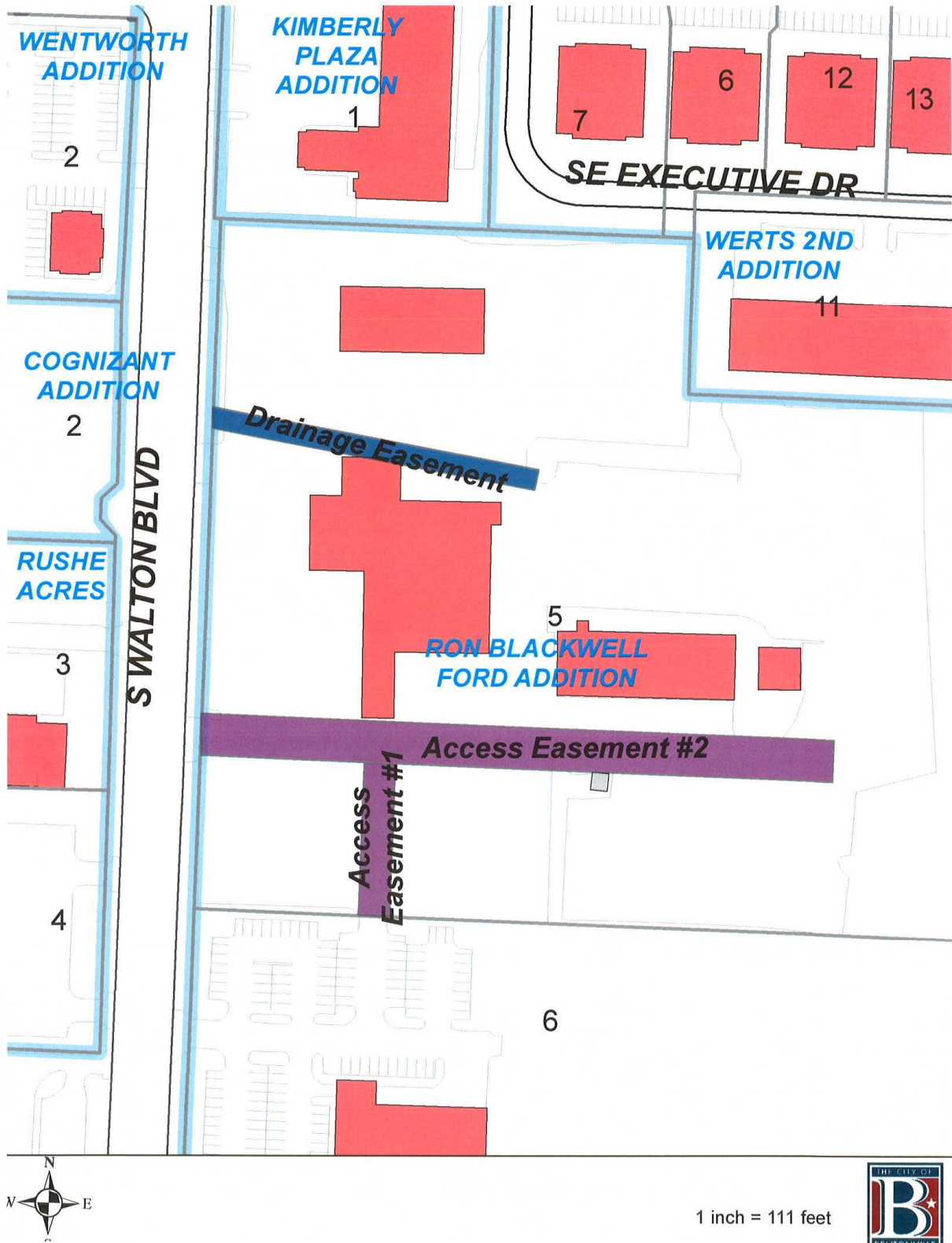
Commencing at the NW Corner of Lot 5 of the Ron Blackwell Ford Addition to the City of Bentonville, Arkansas; thence South 514.80 feet along easterly right-of-way line of US Highway 71B; thence South 87° 35' 08" East for 155.93 feet to the point of beginning of the easement; continuing South 87° 35' 08" East for 40 feet; thence South 2° 13' 54" West for 147.10 feet; thence North 87° 40' 29" West for 30 feet; thence North 2° 13' 55" East for 147.10 feet to the point of beginning of easement.

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

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2017, at a regular meeting of the City Council of the City of Bentonville, Arkansas.

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

**BOB MCCASLIN, Mayor
City of Bentonville, Arkansas**





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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 27, 2017

Submitted by:

Dennis Birge

Department

Engineering

Phone

271-3118

ACTION REQUIRED:

A public hearing and ordinance vacating a Ingress/Egress Easement located at 2609 S Walton by Gain Robinson, to the City of Bentonville, Arkansas, Benton County, Arkansas.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



ORDINANCE NO. _____

**ORDINANCE VACATING A INGRESS/EGRESS EASEMENT LOCATED AT LOT 5 OF
RON BLACKWELL FORD ADDITION SUBDIVISION TO THE CITY OF
BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS.**

WHEREAS, a petition was filed by Gain Robinson with the City Council of the City of Bentonville, Arkansas, asking the City Council to vacate a ingress/egress easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

An ingress/egress easement forty (40) feet in width per Plat Book 2003 Page 317 located in the SE Quarter of the SE Quarter of Section 6, Township 19 N, Range 30 W and described as follows:

Commencing at the NW Corner of Lot 5 of the Ron Blackwell Ford Addition to the City of Bentonville, Arkansas; thence South 474.80 feet along easterly right-of-way line of US Highway 71B to the point of beginning of the easement; thence South 87° 35' 08" East for 604.80 feet; thence S 02° 24' 52" West for 40.00 feet; thence North 87° 35' 08" West for 604.67 feet; thence North 40 feet along the easterly right-of-way line of US Highway 71B to the point of beginning of easement.

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

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

Section 1: The City of Bentonville Arkansas releases, vacates and abandons all of its rights together with the rights of the public generally, in and to a ingress/egress easement designated as follows:

An ingress/egress easement forty (40) feet in width per Plat Book 2003 Page 317 located in the SE Quarter of the SE Quarter of Section 6, Township 19 N, Range 30 W and described as follows:

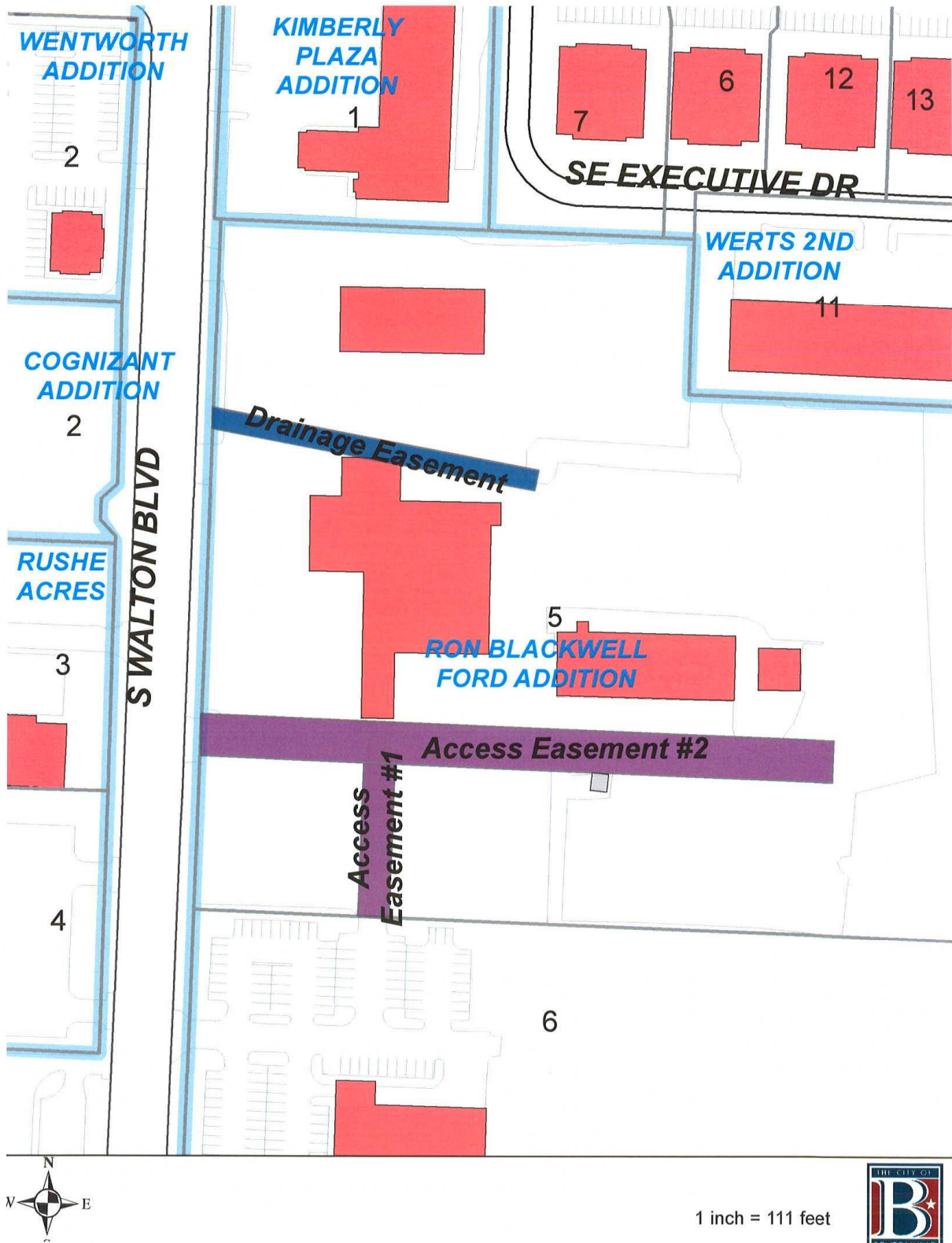
Commencing at the NW Corner of Lot 5 of the Ron Blackwell Ford Addition to the City of Bentonville, Arkansas; thence South 474.80 feet along easterly right-of-way line of US Highway 71B to the point of beginning of the easement; thence South 87° 35' 08" East for 604.80 feet; thence S 02° 24' 52" West for 40.00 feet; thence North 87° 35' 08" West for 604.67 feet; thence North 40 feet along the easterly right-of-way line of US Highway 71B to the point of beginning of easement.

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

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2017, at a regular meeting of the City Council of the City of Bentonville, Arkansas.

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

**BOB MCCASLIN, Mayor
City of Bentonville, Arkansas**





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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 27, 2017

Submitted by:

Dennis Birge

Department

Transportation

Phone

271-6840

ACTION REQUIRED:

Staff recommends City Council approval of a resolution authorizing the Mayor and Clerk to enter into an amended agreement with McClelland Consulting Engineers, Inc. The original Contract was approved on June 23, 2015, for the Water Tower Rd./SE 8th Improvements Project that included surveys, geotechnical investigation, design, bid administration, staking and construction administration in an amount not to exceed \$777,500.00. This amended contract for an increase of \$9,500.00 is for the design of the relocation of the City's communication building for the Water Supply. Amendment increases commitment amount to \$787,000.00. See attached memo and Contract.

COST TO CITY:

Cost of this Request: \$9,500

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

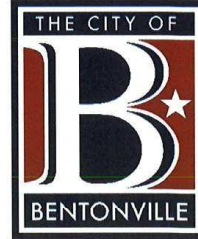
www.bentonvillear.com



PLEASE RECYCLE



Memorandum



To: City Council, Mayor McCaslin

From: Dennis Birge, Transportation Engineer

Date: Monday, June 19, 2017

Re: Amendment #1 to Water Tower/8th St. Project agreement with McClelland Consulting Engineers, Inc.

Staff recommends City Council approve Amendment #1 to the Water Tower Rd/SE 8th St. Agreement with McClelland Consulting Engineers, Inc., for an increase of \$9,500.00 to allow for the additional design to relocate the Water Supply Communications building.

On June 23, 2015, the City entered into an agreement with McClelland Consulting Engineers, Inc., to commit \$777,500.00 for surveys, geotechnical investigation, design, bid administration, staking and construction administration involved with the road improvements. The Communications building is located at the SE corner of Meadowbrook Drive and Water Tower Rd intersection. This location was not originally considered to be in the scope of work. This amendment request would increase the Agreement to \$787,000.00.

Thank you for your consideration of this request.

This is **EXHIBIT K**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 23rd, 2015.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: June 24th, 2015
- b. Owner: City of Bentonville
- c. Engineer: McClelland Consulting Engineers, Inc
- d. Project: Water Tower Road and 8th Street Extension

2. *Description of Modifications:*

- a. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows: shall perform or furnish the following Additional Services:
 - i. *Design relocation of City's communication building for water supply, to include electronic control equipment. Facility is located at SE corner of intersection of Meadowbrook Drive and Water Tower Road. Relocation is needed to accommodate proposed street improvements to Water Tower Road to ensure compliance with AASHTO design guidelines for sight lines at intersection.*

5. *Agreement Summary (Reference only)*

a. Original Agreement amount:	\$ <u>777,500.00</u>
b. Net change for prior amendments:	\$ <u>0.00</u>
c. This amendment amount:	\$ <u>9,500.00</u>
d. Adjusted Agreement amount:	\$ <u>787,000.00</u>

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____, 2017.

OWNER:

City of Bentonville

By: _____

Title: _____

Date
Signed: _____

ENGINEER:

McClelland Consulting Engineers, Inc

By: _____

Title: VICE PRESIDENT

Date Signed: 06/12/2017

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AMENDED AGREEMENT WITH MCCLELLAND CONSULTING ENGINEERS, INC., FOR ENGINEERING SERVICES ASSOCIATED WITH WATER TOWER ROAD/SE 8TH STREET IMPROVEMENTS IN THE CITY OF BENTONVILLE, ARKANSAS.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an amendment to the contract with McClelland Consulting Engineers for engineering services related to the Water Tower Road/SE 8th Street Improvements as set forth in the agreement attached hereto as Exhibit K.

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 _____, 2017.

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:

June 27, 2017

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of a resolution, authorizing the Mayor and City Clerk to enter into an agreement with CEI Engineering for the design and construction documents for a new tennis complex at Citizens Park.

COST TO CITY:

Cost of this Request: \$34,125

Additional Budget Amount \$34,125

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	34,125
Remaining After Adjustment	\$ 34,125

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: February 8, 2016
Re: City Council approval of a resolution authorizing the Mayor and City Clerk enter into an agreement with CEI Engineering for the design and construction documents for a new tennis complex at Citizens Park.

Parks and Recreation is seeking City Council's approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with CEI Engineering for the design and construction documents of a new tennis complex at Citizens Park.

For the past two years, Parks and Recreation has focused on the development of Citizens Park. The development of this park is critical in serving the citizens of SW Bentonville. By the end of 2017, you will see a new one-mile loop trail, new pavilion and parking lot and the fundraising efforts of a new accessible play structure. Consistent with the Parks and Recreation Master Plan, the next step of development of this facility is a new tennis complex.

This contract with CEI Engineering is for the design and bidding only. It does not include construction observation. We intend to design the project and complete an engineer's estimate to better understand the cost of construction. And although we believe that construction could occur in late 2018, by knowing the estimate for construction, we will be able to budget appropriately for construction.

This item does include a budget adjustment to fund the contract with CEI Engineering. This project is being funded with Parks and Recreation Impact Fee funds.

If you have any questions regarding this item, please call me at 479.464.7275 or email dwright@bentonvillear.com.



City of Bentonville, AR
Community Center Tennis Complex
Bentonville, Arkansas
Proposal for Engineering Services
06-06-17 - CEI #93000

3108 SW Regency Parkway, Suite 2, Bentonville, AR 72712 (479) 273-9472

I. PROJECT DEFINITION

We appreciate the opportunity to submit this proposal for the Community Center Tennis Complex. This project includes 8 to 12 tennis courts, connecting sidewalks, landscaping, and lighting plan. Said tennis courts to be accompanied by a restroom. Tennis courts and restroom to be located on the north side of the Bentonville Community Center. This proposal includes the comprehensive scope of services including surveying, design, and construction bidding phases. Construction Observation, if needed, shall be per separate contract and/or additional fees shall apply. It is CEI's understanding at this time, geotechnical services will be contracted directly by the City of Bentonville.

II. SCOPE OF BASIC SERVICES

A. Topographic Survey

Topographic survey will include the above ground physicals and underground utilities.

Location of underground utilities will be based on evidence found during the survey, markings by One Call service, and utility plans provided by Client. Site topography will be presented with 1' contours derived from a digital terrain model and shown in accordance with the National Mapping Standards.

Fees.\$3,000.00

B. Conceptual Site Plan

CEI will complete a conceptual site plan. Once completed, this plan will be provided to the Client and all subconsultants to serve as a basis for design for both preliminary and final construction plans. CEI will provide one conceptual plan and two minor revisions to said plan. All other revisions or new conceptual plans shall be discussed with the Client and billed at an hourly rate per CEI's schedule of charges.

Fees.\$1,500.00

C. Construction Documents

CEI shall provide Design Plans for the proposed tennis complex, based on conceptual design that has been approved by the City of Bentonville as stated above. CEI shall provide construction and design details for the complex, grading, drainage, paving, accessible ramps, and site stabilization. Preliminary site and grading plans shall be prepared and submitted to the Client for approval (30% plans). In the event an alternate layout is necessary or requested following completion of the 30% plan set, revisions will be subject to additional fee to be negotiated with Client.

Upon Client approval of the final civil documents, CEI will provide final design documents and details and process permits with the City of Bentonville as required for the Project. This includes City meetings and representation as required. CEI is assuming "In-House" Large Scale Submittal.

The following drawings are proposed with this phase of services. It is anticipated that multiple match-line sheets will be required due to the length and scope of the project.

- Cover Sheet
- Overall Site Plan
- Site Plan(s)
- Grading Plan(s)
- Drainage Plan(s) (as required)
- Erosion Control Plan(s)
- Detail Sheet(s)

Revised 2015

Storm Water Pollution Prevention Plan

CEI shall prepare a Storm Water Pollution Prevention Plan (SWPPP) to assure protection of surface waters and in conformance with the Arkansas Department of Environmental Quality and City of Bentonville requirements. Permit application documents (Notice of Intent), as required, and related submittals shall be prepared and submitted on behalf of the Client.

Drainage Letter

It is our understanding the current retention ponds on site were sized for the increase in runoff water we are proposing on this site at this time. CEI will prepare a drainage letter for this development and submit to the City of Bentonville for review and approval.

Fees.\$16,100.00

D. Contract Bidding

CEI shall provide required bidding support as requested by owner to meet Arkansas State Standards for bidding procedures and requirements. Services to include cost estimate, construction specifications, public notification coordination, bidding administration and contractor qualification.

Fees.\$5,000.00

E. Architectural Services

CEI will coordinate with project Architect for Architectural services for the design and bidding of a 700 SF restroom and storage facility, including preparation of bid documents. Construction Observation/Administration, if needed, shall be per separate contract and/or additional fees shall apply.

Fees.\$6,900.00

Estimated Reimbursables\$1,625.00

Total Estimated Fees.....\$34,125.00

III. RESPONSIBILITY OF CLIENT:

Client shall provide to CEI, the following items:

A. Site Access

B. Current Prevailing Wage Criteria

C. Lien Releases

If the Client requests lien releases, the Client shall be responsible for the administrative costs, associated with processing lien releases at a rate of \$100.00 per release.

D. Engineer's Consent to Assign Documents

If the Client or the Client's financial institution requests an Engineer's Consent to Assign Document (or similar), the Client shall be responsible for the administrative costs associated with the processing and the added risk to CEI or the inability to control such risk imposed by non-contractual financial entity's consignment documentation, at a cost of \$1,000.00 per consent document. Execution of this agreement does not limit CEI's right to negotiate an assignment that is fair and reasonable for itself and the Client, nor does it guarantee agreement to all assignment terms.

IV. SERVICES NOT INCLUDED/ADDITIONAL SERVICES

In addition to the services described above, CEI is capable and available to provide the following services on an "as requested" basis. An Extra Work Authorization (EWA) form or contract amendment will be issued for any services outside the scope of this proposal. All EWA's or contract amendments will be approved and signed by the Client identified herein prior to beginning work. All additional services will be performed on an hourly basis per the current Schedule of Charges.

- Feasibility study, including physical, political, and/or financial opportunities or constraints

Revised 2015

- Contract management and coordination of subconsultants including, but not limited to, the follow services:
 - Environmental studies/report (e.g. Phase I & II ESAs)
 - Traffic study/report
 - Water flow test/distribution report
 - Historical and archeological studies
 - Ecological studies (e.g. wetland and threatened & endangered species)
- Preparation of perspectives, renderings, and models
- Preparation/presentation of conditional or special use permit applications
- Obtaining new or updated title policies
- Platting/replatting
- Preparation of easement and right of way documents, including new and vacations/abandonments
- Preparation of covenant and development agreements
- Design and plan preparation for major stormwater drainage improvements or relocations (e.g. box culverts, large ditches, and storm sewers greater than 4-foot in diameter)
- Preparations of flood studies, elevation certificates, FEMA or Corp of Engineer applications or permits
- Design and plan preparation for offsite utility extensions other than those immediately adjacent to the project site
- Design and plan preparation for offsite street improvements, such as road widenings, acceleration/deceleration lanes, and medians *(design/plans for both curb cuts and municipal sidewalks along the site frontage will be included in the basic services for design projects)*
- Preparation of retaining wall design/plans
- Photometric design/preparation of site lighting plans
- Preparation of opinions of probable construction costs (OPCs)
- Bidding assistance and construction contract negotiations
- Construction staking

SCHEDULE OF CHARGES

Charges for our services are divided into three categories: Labor, Consultants, and Reimbursable Expenses.

LABOR: For fees billed on an hourly basis, labor charges are billed by category as follows:

ARKANSAS (01-01-17)

Officer / Branch Manager	\$ 190.00
Department Manager	\$ 165.00
Program Manager	\$ 150.00
Project Manager	\$ 140.00
Assistant Project Manager	\$ 120.00
Senior Project Engineer	\$ 140.00
Project Engineer	\$ 125.00
Registered Landscape Architect	\$ 120.00
Registered Land Surveyor	\$ 120.00
Survey Project Manager	\$ 120.00
Assistant Survey Project Manager	\$ 105.00
Sr. Survey Party Chief	\$ 90.00
Survey Party Chief	\$ 80.00
Survey Technician	\$ 85.00
Field Specialist	\$ 60.00
Project Designer	\$ 95.00
CAD Designer	\$ 85.00
CAD Technician	\$ 75.00
Construction Observer	\$ 75.00
Office Administrative Manager	\$ 75.00
Program Assistant	\$ 65.00

Revised 2015

SUB-CONSULTANT SERVICES: In cases where CEI retains another engineering consultant to provide services outside of our area of practice, cost of such services will be charged at actual invoice cost, subject to prior approval by client.

REIMBURSABLE EXPENSES: Outside services, and related materials, will be charged at the actual invoice cost. In addition, direct out-of-pocket costs such as postage, delivery services, travel (other than vehicle mileage), and subsistence expenses will be charged at actual costs. Vehicle mileage is billed at the applicable I.R.S. rate allowed per mile.

All impact, permitting, expediting, and review fees will be charged at 15% over the cost of the fee unless the client is willing to pay those fees directly to the service provider.

- V. **CREDIT POLICY:** Terms will be given only to clients with approved credit. Invoices will be rendered monthly, either as final or progress billing. CEI payment terms are net 30 days. Invoices past 30 days due will be subject to a monthly service charge, which will be assessed in compliance with state usury laws. Should the account be placed for collection with an outside collector, the cost of such collections will be added to the principal amount owed. CEI may stop work on any account that is 60 days delinquent. In the event that CEI elects to stop work as provided herein, Client will be assessed a resumption of work charge equal to 20% of the total contract amount. Said resumption of work charge and all outstanding invoices must be paid in full by Client prior to the resumption of work on the project. Client agrees that the balance as stated on the invoice from CEI to Client is correct, conclusive, and binding on the Client unless Client within thirty (30) days from the date of the receipt of the invoice notifies CEI in writing of the particular item that is alleged to be incorrect.

Client's Initials _____

Required for contract to be valid

STANDARD TERMS AND CONDITIONS

STANDARD OF PRACTICE

Services performed by CEI under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by engineers currently practicing in the same locale under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise. All other common law warranties are hereby expressly disclaimed.

Client agrees that payment of all CEI invoices under this Agreement is for services rendered on behalf of Client and payment is not conditioned on (1) the receipt of any municipal or governmental approvals, authorizations, permits, or licenses or any type; (2) the availability of any utility services; or (3) payment to Client by any third party.

OWNERSHIP OF DOCUMENTS

All documents including drawings and specifications prepared or furnished by CEI pursuant to this Agreement are instruments of service in respect to the project and CEI shall retain an ownership and property interest therein whether or not the project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the project by Client or others.

RE-USE OF DOCUMENTS

Copies of all reports, drawings, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents provided to Client as instruments of service are for use on the project specifically described in this Agreement. Any re-use of these by the Client for any other project or extension of this project, without the express, written authorization, verification, or adaptation by CEI, will be at Client's sole risk and without liability or legal exposure to CEI or CEI's independent professional associates or consultants, and Client shall indemnify, hold harmless and defend CEI and CEI's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

INSURANCE

CEI maintains the following insurances:

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Worker's compensation of a form and in an amount as required by law and employer's liability insurance of \$1,000,000.
Comprehensive general liability with limits of \$4,000,000 (\$2,000,000 per occurrence), and automotive liability insurance with limits of \$1,000,000 combined single limit.
Excess liability umbrella insurance of \$5,000,000.
Professional liability insurance with a limit of \$2,000,000, per claim/annual aggregate.

Upon written request of Client, CEI will provide additional insurance, if available; including increased coverage and/or limits, and the Client will pay CEI an agreed amount for the increased coverage.

LIMITATION OF LIABILITY

The Client hereby agrees that, to the fullest extent permitted by law, CEI's total liability to Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising including but not limited to CEI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the total sum paid on behalf of or to CEI by CEI's insurance policies applicable thereto and CEI's deductible amounts (excluding fees, costs & expenses of investigation, claim adjustment, defense, and appeal)

Any service deleted from this offer by the client will become the responsibility of the client. If this proposal was written without the benefit of an on-site investigation, changes in the scope may be necessary. CEI shall be held harmless in the event that any unseen condition adversely affects the design or intended use of the property in any way.

INDEMNIFICATION

The Client will indemnify, hold harmless and defend CEI, its officers, directors, employees, agents, consultants, and subconsultants from and against any and all liabilities, damages, or expenses, including without limitations any and all legal costs and expenses; whatsoever in connection with any personal injury or property damage arising out of or in any way connected with the negligence, reckless, or intentional acts or omissions by Client, its officers, directors, shareholders, agents, employees, consultants, and subcontractors, whether said acts or omissions and negligent reckless intentional or unintentional. Nothing contained herein shall waive any governmental immunity Client may be entitled to by law.

CEI will indemnify and hold harmless the Client, its officers, directors, employees, agents, consultants, and subconsultants from and against any and all liabilities, damages, or expenses, including without limitations any and all legal costs and expenses; whatsoever in connection with any personal injury or property damage arising out of or in any way connected with the negligence, reckless, or intentional acts or omissions by CEI, its officers, directors, shareholders, agents, employees, consultants, and subcontractors, whether said acts or omissions and negligent reckless intentional or unintentional.

Further, the Client shall, to the fullest extent of the law, indemnify, defend and hold harmless CEI, its directors, officers, employees, agents and subcontractors from and against all claims or action, based on, or arising out of, damages or injuries to persons or property caused by, or arising out of, any hazardous, and/or toxic substances present at the site where CEI and/or its subcontractors have performed work. Nothing contained herein shall waive any governmental immunity Client may be entitled to by law.

In accordance with generally accepted construction practices, the Client and Client's contractors shall be solely and completely responsible for the conditions of the job site, including the health and safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Any construction observation by the engineer of the contractor's performance is not intended to include review of the adequacy of the contractor's safety measures, in, on, or near the construction site.

DISPUTE RESOLUTION

Client and CEI agree to attempt to settle all claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement by direct discussions; however, absent resolution by direct discussions, they agree to attempt to settle disputes by formal mediation according to the Construction Industry Mediation Rules of the American Arbitration

Revised 2015

Association. Absent resolution by mediation they agree to binding arbitration under the Rules of the American Arbitration Association.

SEVERABILITY

Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Client and CEI will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision.

PROJECT PUBLICITY AND RECOGNITION

During development construction, or upon completion of the project, CEI's name will be included on any public recognition / project identification display indicating design team, owners, and / or financiers. CEI shall be allowed to place or hang a temporary banner on the site during construction of the project.

LIEN RIGHTS

Client agrees that CEI shall have a lien upon real property constituting the project site for all unpaid sums due pursuant to this agreement or any addendum hereto, and that CEI is authorized to perfect a lien, enforce the lien, and foreclose the lien in the manner prescribed under local statutes for the perfection, enforcement and foreclosure of a mechanic and material man's lien upon real property.

All provisions under the heading "STANDARD TERMS AND CONDITIONS" shall survive termination or completion of this agreement.

AMENDMENTS

The duties, responsibilities, and limitation of authority of the Client or CEI shall not be made or extended without a written, executed agreement between CEI Engineering Associates, Inc and the Client.

SUCCESSORS AND ASSIGNS

CEI Engineering Associates, Inc and the Client each bind themselves, their associates, directors, partners, successors, executors, administrators and assigns to the other party to this Agreement and to the associates, directors, partners, successors, executors and administrators and assigns to such other party, with the respect to all obligations contained in this Agreement. CEI Engineering Associates, Inc. may assign its rights and obligations under this Agreement at any time without the consent of the Client. However, the Client shall not assign its obligations under this Agreement or sublet as a whole, without the prior written approval by CEI Engineering Associates, Inc.'s of the successor or assignee and its ability to comply with the terms and conditions of this and/or subsequent written Agreement. All assignments made by Client without CEI Engineering Associates, Inc.'s consent shall be considered null and void.

TERMINATION

Either Party may terminate this Agreement in full or in part, in writing, if the other Party fails to fulfill its obligations under the Agreement through no fault of the other Party. In such event, one may declare the other in default by issuing a written Declaration of Default and terminate the Agreement for cause. Prior to, an opportunity to cure any default or breach shall be given by way of a written notice being delivered to the Breaching Party including a description of the conditions constituting default or breach of the Agreement and providing the Breaching Party a period of time of ten (10) days within which to correct such conditions. If defined default or breach is not corrected within allotted number of days, then the written Declaration of Default may be issued. Upon any termination or suspension of an Agreement, CEI Engineering Associates, Inc. shall be paid for all work performed up to the date of termination or suspension.

PROVIDED DATA

Any information or data provided by Owner or Owner's representatives or by a third party as directed by Owner or Owner's representative to CEI to be used as base or supplemental information or data to the scope shall be considered reliable and CEI shall be held harmless to any errors or omission due to its use.

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SITE SAFETY OR CONTROL

In no form or fashion shall it be implied or assumed, unless expressly written into scope, that CEI has or will be responsible for an Owner's or Contractor's control of the site nor will CEI dictate the means and methods of the Owner, Contractor and Contractor's subcontracts regarding preparation of, conducting, and the completion and closeout of construction, safety, and control of site.

All provisions under the heading "STANDARD TERMS AND CONDITIONS" shall survive termination or completion of this agreement.

VI. APPROVAL SIGNATURE AND AUTHORIZATION TO PROCEED: Execution of this document in all required locations shall form the entire Professional Services Agreement between the Client and CEI. Two copies of this Proposal and Agreement shall be signed by the Client and one copy shall be returned to CEI.

In the event that the Client issues a notice to proceed to CEI prior to the execution of this contract, the Client acknowledges that the services rendered by CEI will be in accordance with the terms and conditions contained in this proposal.

In the event that the client instructs services on the contract/agreement to be on hold for a period greater than forty-five days, client acknowledges that CEI will not proceed until a new contract between CEI and the client can be executed.

This proposal shall become null and void if signatures have not been obtained within forty-five days of proposal date. If authorization to proceed is not given after the proposal has been executed said agreement will become null and void within forty-five days of the date of the Client's signature.

The following is the complete Contracting Entity (Client) name and address that is responsible for this contract, its terms and conditions, and for payment of CEI invoices:

Contracting Entity Name (Client) include its business structure of INC, LLC, LP, etc.
Responsible for contract terms, conditions, obligations and payment

Complete mailing address for invoicing and/or receiving notification (Street / PO Box/ Suite number, if required)

City / State / Zip

Complete Phone Number

Signature - legally authorized to bind
Contracting Entity

Print Name

Title

Date

Signature, CEI Engineering Associates, Inc.

Print Name

Title

Date

Revised 2015

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH CEI
ENGINEERING ASSOCIATES, INC. FOR ENGINEERING
SERVICES FOR THE NEW TENNIS COMPLEX AT
CITZENS PARK.**

**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 CEI Engineering Associates, Inc. for engineering services associated with the new Citizens Park Tennis Complex, in the amount of \$34,125.00, as set forth in the agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2017.

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:

June 27, 2017

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of a budget adjustment, in the amount of \$34,125.00, for price for a design contract for the Citizens Park Tennis Complex.

COST TO CITY:

Cost of this Request: \$34,125

Additional Budget Amount \$34,125

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	34,125
Remaining After Adjustment	\$ 34,125

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE







CHECK ALL THAT APPLY			
x	Bid Award	Bid #	17-22
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

June 27, 2017

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Recommend Mayor and City Council award the bid for Right Of Way Clearing to Asplundh Tree Expert Co. as shown on the attached bid form.

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: June 19, 2017

TO: **City Council, Mayor McCaslin**

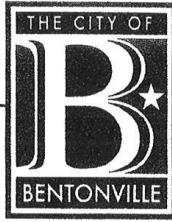
FROM: Travis Matlock, Engineer Director

RE: **Right Of Way Clearing #17-22**

The City Of Bentonville recommends awarding bid #17-22 for Right Of Way Clearing to Asplundh Tree Expert Co. per the attached bid sheet.

Asplundh was the only bidder to submit this year.

This is a 2017-budgeted item.



NOTICE TO BIDDERS
Tree Trimming Services in City Right of Way

The City of Bentonville is accepting bids for performing of tree trimming services by a company duly licensed and trained for working adjacent to electric power lines. The Company awarded the contract for these services shall be responsible for providing all labor, materials, transportation and insurances needed to perform the service. Bids will be opened publicly on Wednesday, June 14th 2017 at 2:00 PM in the Purchasing Office located at 117 West Central Avenue, Bentonville AR. Late bids will not be accepted.

[REDACTED]
Katherine Bertschy
Purchasing Agent
City of Bentonville
(479) 271-3115

117 W. CENTRAL AVE. • BENTONVILLE, AR 72712 • (479) 271-3112
• www.bentonvillear.com •

CONTRACT FOR TREE TRIMMING ALONG CITY OF BENTONVILLE POWER LINES

The City Of Bentonville is requesting bid prices for performing of tree trimming services with a Company duly licensed and trained for the trimming of trees adjacent to power lines. The tree trimming will be performed along the City's electrical distribution system. The Company awarded the contract shall be responsible for providing all labor, material, transportation and insurances needed to perform the project. A Certificate of Insurance will be required of the lowest responsive responsible bidder before awarded if an updated copy is not on file with the Purchasing Office.
Contractor shall have a current Arkansas Contractors License.

Work is to start within a timely manner of awarding bid unless discussed with City representative. Circuit maps are available upon request from the Bentonville Electric Utility Department (BEUD) at 479-271-3135.

Bid Price Responses: All bid price responses are due back to the City of Bentonville Purchasing Office by 2:00 Wednesday June 14th, 2017. Bids may be mailed to: CITY OF BENTONVILLE, PURCHASING OFFICE, 117 WEST CENTRAL AVE., BENTONVILLE, AR 72712. Bid responses may also be delivered to the Purchasing Office located on the 1st floor of City Hall located at 117 West Central Ave.

Bidders are to check the appropriate "YES", "NO", or "ALTERNATE" response below where requested. For all "ALTERNATE" responses, bidders are to provide an explanation of what is to be provided on a separate sheet and return it with their bid price proposal.

- **Specifications:** All work performed shall be in compliance with all federal, state, and local regulations, industry standards, the latest revision of ANSI A300 regarding Tree, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning), and Dr. Alex L. Shigo's booklet entitled "Pruning Trees Near Electric Utility Lines". All brush and logs are to be removed on a daily basis. All work is to be performed during daylight hours Monday through Friday excluding City holidays.

YES ☒ NO ☐ ALTERNATE ☐

All work shall be performed meeting any and all OSHA and NESC requirements for performing work of this nature. CONTRACTOR shall provide any and all traffic cones, traffic signs or other safety equipment needed in performing the requirements of this contract. Crew leader is to have cell phone while working for the City Of Bentonville.

YES ☒ NO ☐ ALTERNATE ☐

The sections to be trimmed will be determined by BEUD personnel. It is the CONTRACTOR'S responsibility to inspect all trees along the designated area to determine the extent of trimming necessary to meet the required clearances. Failure to inspect before submitting a bid price proposal doesn't relieve the CONTRACTOR from performing any and all specification requirements.

YES ☒

NO ☐

ALTERNATE ☐

- **Completion Date:** All work will be completed within a timely manner once the CONTRACTOR has been given the Notice To Proceed by BEUD. Should weather conditions be a concern that prevents tree trimming at any time, and may affect the CONTRACTOR'S ability to complete in a timely manner, it should be discussed and approved by BEUD personnel.

YES ☒

NO ☐

ALTERNATE ☐

- **Insurance Requirements:** The CONTRACTOR shall obtain and maintain a minimum of \$1,000,000 of property insurance to protect the City Of Bentonville. A Certificate of Insurance is to be provided to the Purchasing Office before the bid will be awarded to the apparent lowest responsible responsive bidder.

CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims as set forth below which may arise out of or result from CONTRACTOR's performance of the work and any other obligations, including his/its indemnity obligations, under this contract, whether such performance is by CONTRACTOR, by any SUBCONTRACTOR, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All such insurance shall contain a provision that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty (30) days prior written notice has been given to City Of Bentonville. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correctly, removing or replacing defective or faulty work. No work shall commence until all such insurance has been approved in writing by the City Of Bentonville. The CONTRACTOR shall provide a Certificate of Insurance to the Purchasing Office before beginning the contract.

a) Workmen's Compensation

The CONTRACTOR shall take out and maintain during the life of this contract workman's compensation insurance for all employees at the site of the project under this contract.

b) Public Liability and Property Damage

The CONTRACTOR shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

6/12/2017

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 have **ADDITIONAL INSURED** provisions or 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 Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place, Suite 1000 Philadelphia, PA 19103		CONTACT NAME: Aon Risk Services Central, Inc. 4 Overlook Point Lincolnshire, IL 60069	PHONE (A/C, No, Ext): 215-255-2000	FAX (A/C, No):
INSURED Asplundh Tree Expert Co. 708 Blair Mill Road Willow Grove, PA 19090-1784		INSURER(S) AFFORDING COVERAGE		
		INSURER A: LIBERTY MUTUAL FIRE INSURANCE COMPANY		
		INSURER B:		
		INSURER C: LM Insurance Corporation		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES	CERTIFICATE NUMBER: 2145002185	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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Broad Form Contractual GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		TB2-631-004328-036	8/1/2016	8/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY		AS2-631-004328-056 AS6-631-004328-186 (VI)	8/1/2016	8/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	WA5-63D-004328-016 (AOS) WC5-631-004328-026 (WI, MN)	8/1/2016	8/1/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Bentonville is listed as additional insured as required by written agreement but only according to policy terms, conditions and exclusions for liability arising from operations performed by or on behalf of the named insured.

CERTIFICATE HOLDER City of Bentonville 608 SE 3rd 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 <i>Aon Risk Services Central, Inc.</i>
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ACORD 25 (2016/03)

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CONTRACTOR shall provide only "qualified employee" or "line-clearance tree trimmers" as defined by OSHA 26CFR1910.269, trained and experienced in trimming, pruning and removal of vegetation near 12.47 kV and 69 kV energized power lines. These workers shall be considered to be "qualified persons" for the purpose of OSHA 1910.331(c)(1). CONTRACTOR shall be responsible for ensuring that personnel are aware of the minimum approach distances allowed by OSHA and maintain the appropriate approach distance based on the employees experience and training. Furthermore, the CONTRACTOR shall assure that the employees are provided with and utilize proper Personal Protective Equipment including but not limited to Flame retardant clothing which is necessary to minimize or eliminate injuries due to electrical arc flash injuries when working within the arc protection boundary. It is the CONTRACTOR'S responsibility to determine the arc protection boundary and the incident energy levels which the employees will be exposed.

YES _____

NO _____

ALTERNATE ✓

• **General Specifications:**

- Brush, vines and undesirable vegetation shall be removed or pruned around creek and river banks, ditches, fence lines, and around poles, stub poles, guy poles, guy wires and other obstructions. The CONTRACTOR shall keep all creeks and drainage ditches clear of brush to ensure proper drainage.
 - All non-ornamental trees in rural areas that have never been trimmed located beneath the transmission and distribution lines are to be removed that are within the specified trimming clearances. The remaining part of the stump that is left shall no exceed four (4) inches in height in unkempt areas and two (2) inches in kempt areas.
 - All dead and marked trees are to be removed and hauled away. Trees may be disposed of at the City Of Bentonville's Compost facility located at 2000 NE "A" St. between the hours of 8am-4pm, Tuesday thru Saturday. Logs must be no larger than 24" in diameter and 8' long.
- **Clearances:** CONTRACTOR is to remove all branches that are not greater than 10 inches in diameter within the following horizontal or vertical distance from the outer most conductor on the trimming side:
- Transmission Voltage Line – Thirty Feet (30')
 - Primary Distribution Voltage Lines – Ten Feet (10')
 - Guy Span – Distribution Span – Ten Feet (10'); Transmission Span – Thirty Feet (30')
 - Distribution Secondary Voltage Lines – Six Feet (6')
 - Below Neutral – Six Feet (6')
 - Services – Three Feet Six Inches (3'6") Radius
 - All ROW will be trimmed from ground to sky
 - All established ROW are to be mowed



Asplundh Tree Expert Co.
Region 636

6-14-17

City of Bentonville Utility Dept.

To whom it may concern:

Contractor: ATE will provide all PPE for the employees working on BEUD property.
But be it known that Line Clearance Tree trimmers are not required by ANSI Standard
To wear Flame Retardant Clothing while Trimming aloft.

Thanks
Utah Villines



protect him/it (the City Of Bentonville as a named insured), and an SUBCONTRACTOR performing work covered by this contract, whether such operation be by himself or by any SUBCONTRACTOR, or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be as follows:

- (a) Public Liability Insurance in an amount not less than Two Million Dollars (\$2,000,000) in respect to any one accident or disaster in an amount of not less than One Million Dollars (\$1,000,000) in respect to injuries to any one person.
 - (b) Property Damage insurance in an amount of not less than One Million Dollars (\$1,000,000).
- **Indemnity Clause:** To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless City Of Bentonville, its agents and employees, from and against all claims, damages, loss and expenses, including but not limited to attorney's fees arising out of or resulting from the work, provided that any such claim, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or to injury or destruction of property (other than the work itself) including the loss of use resulting there from, and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such claims, damages, loss, and expenses are caused in part by any part indemnified hereunder.
 - **References:** Please provide three (3) references on tree trimming projects performed by your Company during the last six (6) months.

	Contact Person	Job Title	Company	Phone Number
1.				
2.				
3.				

Purchasing Office Contact Person: Should further assistance or information be needed for submitting your bid please contact Katherine Bertschy, Purchasing Agent, 479-271-3115, or emailing at kbertschy@bentonvillear.com.

City's Contact Person: The City's contact person for overseeing this contract is Travis Matlock, PE, Engineering Director, and you may contact him by calling 479-271-3135, or emailing at tmatlock@bentonvillear.com. Any and all concerns for this

contract are to be communicated to Mr. Matlock no later than 72 hours before the bids are due.

CONTRACTOR'S Contact Person: Please provide your companies contact person Name, Telephone Number and Mobile Number information below.

Payments: Payments for work performed will be paid within thirty (30) days of receiving invoices.

BID PRICE RESPONSES: All bid price responses are due back to the City Of Bentonville Purchasing Office by 2:00 pm, Wednesday June 14th, 2017.

BIDDERS MAY MAKE COPIES OF THE BID SPECIFICATIONS BUT ARE TO RETURN THE ENTIRE BID PACKAGE WITH THEIR BID PRICE RESONSE.

Bids are to be mailed to: CITY OF BENTONVILLE
PURCHASING OFFICE
117 WEST CENTRAL AVENUE
BENTONVILLE, AR 72712

Bids may be hand delivered to the Purchasing Office located in City Hall on the 1st floor.

PRICE PROPOSAL

Our bid price is to provide all labor, materials, supplies, insurance and transportation to trim all trees, as specified, to meet the City Of Bentonville requirements is:

TIME AND EQUIPMENT:

3-Man Crew	<u>"69.76</u> / HR
Project Manager	<u>"26.93 / 10.26</u> / HR <i>/ Plus 2nd Truck</i>
Bucket Truck	<u>"21.30</u> / HR
Chipper	<u>"5.00</u> / HR

NAME: Utah Villines

SIGNATURE: [REDACTED]

TITLE: Region Manager

COMPANY: Asplundh Tree Expert Co.

ADDRESS: 4708 Hwy 65 S.
Harrison, AR 72601

TELEPHONE: 870-365-6253

FAX: 870-365-7744

EMAIL: uvillines@asplundh.com



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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 27, 2017

Submitted by:

Travis Matlock

Department

Engineering

Phone

271-5941

ACTION REQUIRED:

A resolution for the Mayor and City Clerk to assign an airport ground lease from TAR & DOK Development, LLC to Effectual Assets, LLC. Said lease is known as 2505 SW "I" Street, Bentonville, Arkansas.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



BENTONVILLE MUNICIPAL AIRPORT
LAND LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this 9 day of March, 2017, between the City of Bentonville, hereinafter referred to as "Lessor," and TAR & DOK Development, LLC, hereinafter jointly referred to as "Lessee."

WHEREAS, the Lessor does intend to lease certain real property consisting of approximately 7200 square feet marked and identified as 2505 S.W. I Street.

NOW, THEREFORE, the Parties hereto agree as follows:

LEASEHOLD. The Lessor does hereby grant, demise and lease unto Lessee certain premises situated in Benton County, Arkansas, within the boundaries of the Bentonville Municipal Airport, said property being described more particularly as the "footprint" under Building at 2505 S.W. I Street as set out in the attached Exhibit A. A "footprint" is defined as the real property located underneath the building which Lessee proposes to erect or has erected.

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

- **TERM** - This lease's initial term is for thirty five (45) years beginning on the 9 day of March, 2017 and ending at Midnight, 9, day of March, 2061, unless sooner terminated as herein provided.

LEASE PAYMENT - Lessee shall pay to the City of Bentonville the annual rental based on the square foot of total leased ground space. The rate charged per foot shall be \$.21 per square foot. Leased ground space totals 7200 square feet. Said rental is to be paid in advance in yearly installments on the first business day of each year. If the initial calendar year of the lease is less than 12 months the Lessee will pay a pro-rata payment to cover the first partial year at the time of signing this lease. For each subsequent year during the initial term or any renewal Lease Term, the rent shall be increased annually in accordance with changes in the Consumer Price Index (CPI) published each September as compared to the previous September, provided, however, that no single annual increase shall exceed two percent (2%). The Consumer Price Index refers to the Consumer Price Index for all urban consumers (CPI-U), U.S. City Average All Items Index.

- **TAXES** - Lessee shall pay all ad valorem taxes and assessments upon the leased premises and upon all personal property located upon the leased premises, which are assessed during the lease term. Lessee shall have the right to contest by appropriate proceedings the amount or validity of any tax or assessment which Lessee is obligated to pay in accordance with the provisions hereof.

- **ASSIGNMENTS & SUB-LEASES**

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

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

USE OF THE PREMISES. The development and/or use of any Premises located within the current or future boundaries of the Bentonville Municipal Airport shall be consistent with the most recent Airport Master Plan and Airport Minimum Standards. Lessee agrees that all uses of the premises must be approved by the Airport Advisory Board and shall be predominantly for aviation use. All future structure additions shall be subject to prior approval by

Lessor. In the event that Lessee uses the property for purposes other than the purposes stated above, then Lessee shall be deemed to be in default of this agreement

UTILITIES. Lessee shall be responsible for utilities to the leasehold. Initial utility service to the leased property will be the responsibility of the lessee and negotiations for terms of utility provision are a matter between the lessee and each individual service provider including the City. Lessee shall pay all initial tie-in costs and all monthly ongoing fees for such utilities.

REPAIRS, MAINTENANCE AND APPEARANCE.

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

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

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

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

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

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

DEFAULT. In the event the Lessee defaults under the terms of the agreement, this lease may be terminated by the Mayor of Bentonville pursuant to the following:

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

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

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

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

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

REVERSION. The structure(s) constructed by Lessee under this Agreement shall be the property of Lessee until the expiration or termination of this lease, at which time the City of Bentonville will have the following options: 1) Take ownership of the improvements. The Lessee shall cooperate in conveying clear title of the improvements to the City. 2) If the property has fallen into disrepair, require that the Lessee, at its sole expense, remove the improvements from Airport property. Or 3) enter into a new lease with the Lessee at the fair market value for the ground and improvements.

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

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

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

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

LESSOR:

[REDACTED]
CITY OF BENTONVILLE,
MAYOR Bob McCaslin

Attest: [REDACTED]
CITY CLERK Linda Spence

LESSEE:

TAR & DOK Development, LLC
Owner/Company Name

Signature: [REDACTED]

Printed Name: [REDACTED]

Title: [REDACTED]
President

BENTONVILLE AIRPORT ADVISORY BOARD

By

ACKNOWLEDGMENT

State of Arkansas)

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 9 day of March, 2017.

Notary Public

My Commission Expires:



Assignment of Ground Lease Agreement

The assignment of a certain Lease Agreement (the "Assignment") is made this _____ day of JUNE, 2017 between TAR & DOK Development, LLC (the "Assignor") and Effectual Assets (the "Assignee")

Effective _____, 2017 the assignor assigns his Lease Agreement with Bentonville for property identified as 2505 SW "I" Street to the Assignee.

The Assignee fully agrees to, accepts all terms, conditions of the Agreement, and agrees to honor and adhere to these terms and conditions for the duration of the agreement.

By: _____ Date: _____
Pat Carroll
TAR & DOK Development, LLC

By: _____ Date: _____
Chris Townsley
Effectual Assets

This assignment is with the recommendation of the Airport Advisory Board and the permission of the City Council of Bentonville, AR, in accordance with the "Assignment" paragraph of the Agreement, attached.

By: _____ Date: _____
 Bob McCaslin
 Mayor, City of Bentonville

Attest: _____ Date: _____
Linda Spence
City Clerk

Acknowledgement

State of Arkansas)) SS.
County of Benton)

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____ 2015

Notary Public

My Commission Expires:

RESOLUTION NO. _____

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

Whereas: the City of Bentonville entered into a ground lease for an airplane hangar located at 2505 SW "I" Street on March 9, 2017;

Whereas: said lease contains a provision to assign the lease to a new lessee;

Whereas: a request has been made by Effectual Assets, LLC to be assigned the lease currently held by TAR & DOK Development, LLC;

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

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into a Land Lease Assignment with Effectual Assets, LLC for a hangar located at the Bentonville Municipal Airport. The provisions of the existing land lease shall be transferred in its entirety.

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 _____, 2017

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:

June 27, 2017

Submitted by:

Gary Wilson

Department

Utility Billing/Meter Reading

Phone

271-3104

ACTION REQUIRED:

Extend the contract with Allied Waste Services, LLC D/B/A Republic Services of Bella Vista an additional five years based on the bid award approved by Council on July 24, 2012. Per the bid award, the contract is renewable. The term was October 1, 2012 until September 30, 2017. This will extend the contract until September 30, 2022. However, as stated in the original bid award, the contract may be terminated early based on service or other issues as determined solely at the discretion of the City Council, after reasonable notice to the contractor and a public hearing.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount \$0

☐ One time amount

☐ Continuing O and M

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

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

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



PLEASE RECYCLE





BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, June 27, 2017 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, June 27, 2017 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: June 13, 2017**

AGENDA

1. Planning:
 - 1a. **Property Line Adjustment: Lots 19-21 Block 3, Braithwaite Park Addition, Ed Adair, Northwest Park Drive, R-1, Single Family Residential.**

The Planning Commission voted 5-0, recommending approval.

The applicant has submitted a property line adjustment that will remove the common lot lines of six adjacent lots that to create three new lots. The new lots will be known as Lot 19 (4.13 acres), Lot 20 (4.13 acres) and Lot 21 (0.18 acres), Block 3 of Braithwaite Park Addition. Per the requirements of the current Master Street Plan, right-of-way is being dedicated along NW Park Drive. A 20' wide utility easement is also being dedicated along NW Park Drive. Lots 19 and 20 have access to public utilities and a public street. Lot 21 contains a portion of the trail system, does not have access to public utilities or a public street, and is non-buildable.

- 1b. **Rezoning: Casey Koenigseder, 208 Southwest 'F' Street, From R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential.**

The Planning Commission voted 5-0, 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 district for this designation.

- 1c. **Rezoning: Food Hub NWA, LLC, 700 & 702 Southeast 5th Street, From I-2, Heavy Industrial to C-2, General Commercial.**

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan depicts this property as Commercial (C). The C-2, General Commercial zoning is an appropriate zoning district for this designation.

- 1d. **Rezoning: Craig and Caelli Hull, Northeast 'H' Street and Northeast 2nd Street, From R-1, Single Family Residential to DN-1, Downtown Low-Density Residential.**

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan depicts this property as Downtown Low-Density Residential (D-LDR). The DN-1, Downtown Low-Density Residential zoning is an appropriate zoning district for this designation.

2. Approval of the Mars Agency proposal to install Natural Skate Bentonville at the skate park in Memorial Park. The project will be funded by the Mars Agency and Runway NWA. City will be responsible for future maintenance. The Public Art Advisory Committee recommended approval on June 13, 2017. The item was on the June 19 Parks and Recreation Advisory Board agenda.
3. Approve bid award to Affiliated FM for City's property insurance (July 8, 2017 to July 8, 2018.)
4. A public hearing and ordinance vacating a Drainage Easement located at 2609 South Walton by Gain Robinson, to the City of Bentonville, Arkansas, Benton County, Arkansas.
5. A public hearing and ordinance vacating a Shared Access Easement located at 2609 S Walton by Gain Robinson, to the City of Bentonville, Arkansas, Benton County, Arkansas.
6. A public hearing and ordinance vacating a Ingress/Egress Easement located at 2609 S Walton by Gain Robinson, to the City of Bentonville, Arkansas, Benton County, Arkansas.
7. Staff recommends City Council approval of a resolution authorizing the Mayor and Clerk to enter into an amended agreement with McClelland Consulting Engineers, Inc. The original Contract was approved on June 23, 2015, for the Water Tower Rd./SE 8th Improvements Project that included surveys, geotechnical investigation, design, bid administration, staking and construction

administration in an amount not to exceed \$777,500.00. This amended contract for an increase of \$9,500.00 is for the design of the relocation of the City's communication building for the Water Supply. Amendment increases commitment amount to \$787,000.00. See attached memo and Contract.

- 8a. City Council approval of a resolution, authorizing the Mayor and City Clerk to enter into an agreement with CEI Engineering for the design and construction documents for a new tennis complex at Citizens Park.
- 8b. City Council approval of a budget adjustment, in the amount of \$34,125.00, for price for a design contract for the Citizens Park Tennis Complex.
9. Recommend Mayor and City Council award the bid for Right Of Way Clearing to Asplundh Tree Expert Co. as shown on the attached bid form.
10. A resolution for the Mayor and City Clerk to assign an airport ground lease from TAR & DOK Development, LLC to Effectual Assets, LLC. Said lease is known as 2505 SW "I" Street, Bentonville, Arkansas.
11. Extend the contract with Allied Waste Services, LLC D/B/A Republic Services of Bella Vista an additional five years based on the bid award approved by Council on July 24, 2012. Per the bid award, the contract is renewable. The term was October 1, 2012 until September 30, 2017. This will extend the contract until September 30, 2022. However, as stated in the original bid award, the contract may be terminated early based on service or other issues as determined solely at the discretion of the City Council, after reasonable notice to the contractor and a public hearing.