

1. Agenda

Documents:

[SEPTEMBER 26, 2017 CITY COUNCIL FULL AGENDA.PDF](#)

2. Short Agenda

Documents:

[SEPTEMBER 26, 2017 CITY COUNCIL SHORT AGENDA.PDF](#)



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, September 26, 2017 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, September 26, 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: September 12, 2017**

AGENDA

1. Planning:

1a. **Final Plat: Lochmoor Club Subdivision Phase 2.**

(Pages 7-10)

The Planning Commission voted 5-0, recommending approval.

The applicant has submitted a final plat for 40+/- acres consisting of 102 single-family residential lots that will be known as Lochmoor Club Subdivision Phase 2. The homes that will be constructed in this phase will be consistent with previous phases of the subdivision. This phase will connect to Lochmoor Club Phase 1 to the southwest, Edens Brook Phase 4 to the north, and Edgar Estates to the west. Additionally a future street stub has been provided for connectivity, as development begins to occur south of this property. This final plat dedicates right-of-way and utility and drainage easements that will serve the subdivision. The sections of sidewalk the developer is responsible for have been installed. All public infrastructure has been inspected and accepted by the utility departments and all non-bondable items have been completed.

1b. **Rezoning: Chambers Bank, Ginn Road & Brookside Road, From PUD, Planned Unit Development to R-2, Duplex and Patio Home Residential.**

(Pages 11-16)

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan depicts this property as Medium Density Residential (MDR). Policy LU-23 Housing Types within the General Plan suggest that the city should encourage the development of a mix of housing types to meet the needs of residents throughout their lives. As utilities are extended to new locations within the city, the city should reevaluate and adjust the land uses accordingly. The proposed subdivision will help to reduce the impact on city infrastructure by the extension of public utilities that will be required with the development of this land, all helping to meet the intent of the policy.

- 1c. **Rezoning: Chambers Bank & FH&G LLC, Ginn Road & North Rainbow Farm Road, From PUD, Planned Unit Development to R-1, Single Family Residential.**

(Pages 17-22)

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan depicts this property as Agricultural (A). Policy LU-23 Housing Types within the General Plan suggest that the city should encourage the development of a mix of housing types to meet the needs of residents throughout their lives. As utilities are extended to new locations within the city, the city should reevaluate and adjust the land uses accordingly. The proposed subdivision will help to reduce the impact on city infrastructure by the extension of public utilities that will be required with the development of this land, all helping to meet the intent of the policy.

- 1d. **Rezoning: Yessur Investments, LLC, 410 Dickson Road and 507 Northwest 5th Street, From R-1, Single Family Residential and R-3, Medium Family Residential to DN-2, Downtown Medium-Density Residential.**

(Pages 23-29)

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 zoning district for this designation.

- 1e. **Rezoning: Crystal Bridges Museum of American Modern Art, Inc., 509 Southeast 'E' Street, From I-2, Heavy Industrial and R-3, Medium-Density Residential to C-2, General Commercial.**

(Pages 30-38)

The Planning Commission voted 4-0, Scott Eccleston abstained, recommending approval.

The Future Land Use Plan depicts this property as Downtown Mixed Use Residential (DMUR). The C-2, General Commercial zoning designation is compatible with existing and adjacent uses in the area.

2. Reappointment of Johnetta Dexter to the Public Art Advisory Committee. Mrs. Dexter filled the unexpired term of Chad Alligood, which expires October 28, 2017. This second term will expire October 28, 2020. (Pages 39-41)

3. Appointment of Tania Knudsen to the Public Art Advisory Committee to fill the unexpired term of Tom Hoehn. This term will expire October 22, 2018.
(Pages 42-46)
4. The Public Art Advisory Committee is seeking approval of an ordinance to enter into an agreement with Tylur French to create two pieces of his artwork called "Bike Tower Sculpture" for placement at Bentonville's southwest and east gateways to the Bentonville Trail System and waiving the requirement of competitive bidding. The cost for each tower is \$11,480.00, a total cost of \$22,960.00. This is a budgeted item.
(Pages 47-55)
5. Reappointment of Rick Simmons to the City of Bentonville's Airport Advisory Board. Mr. Simmons' term will expire on 9/27/2020.
(Pages 56-57)
6. Appointment of Mike Frost to the City of Bentonville's Airport Advisory Board. Mr. Frost's term will expire on 9/27/2020.
(Pages 58-59)
7. Adopt resolution certifying the rate of taxation levied on real and personal property in the City of Bentonville. This resolution is required by the Quorum Court and County Clerk in order to facilitate the millage levy to be collected in 2018.
(Pages 60-62)
8. Staff recommends City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with Black Hills Energy, for the relocation of gas utilities at S.E. 8th Street/ S.E. J Street intersection. Relocation of the utility is required for the construction of the pedestrian tunnel.
(Pages 63-69)
- 9a. Staff recommends City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an amended agreement with Garver, LLC., for additional design regarding the signalized dual right turn at the Hwy 12 and Hwy 71B (S. Walton Blvd.) intersection. This will be an addition of \$31,850 that will be reimbursed by ArDOT and increase the original agreement total to \$988,265.94.
(Pages 70-82)
- 9b. City Council approval of a budget adjustment to allow for additional design regarding the signalized dual right turn at the Hwy 12 and Hwy 71B (S. Walton Blvd.) intersection. This will be an addition of \$31,850 that will be reimbursed by ArDOT.
(Pages 83-84)
10. Staff recommends City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with AT&T, for the relocation of communications cable utilities at S.E. 8th Street/ S.E. J Street intersection. Relocation of the utility is required for the construction of the pedestrian tunnel.
(Pages 85-97)
11. Staff recommends approval of Change Order No. 1 for ARCO Excavation and Paving, Inc. for the 8th Street Water and Sewer Relocations, Contract Section II (SE D Street to SE Moberly Lane) and Pedestrian Tunnels (8th Street and J Street Intersection) associated with the widening of 8th Street. This change order is necessary to address wording regarding payment for trench safety

systems allowing the contractor to bill as the project progresses as opposed to waiting until project completion and to increase contract time by 11 days to Phase I of Contract Section II for delays beyond the contractor's control.

(Pages 98-101)

12. Staff requests City Council's approval of a resolution waiving the frequency requirement of performing a water rate analysis for Bella Vista Village Property Owners Association every 2 years (2017) and delaying the next rate analysis until 2019. Per the current contract between the City of Bentonville and Bella Vista Village Property Owners Association (the Village), the City of Bentonville is required to perform and deliver a rate analysis and report every 2 years. The two-year time frame is extremely short for such an analysis with a 5-year time frame being more typical for the industry. Waiving this requirement is allowed in the contract provided the governing bodies of both entities concur.
(Pages 102-104)
13. Recommend Mayor and City Council award the bid for the overhead wire for the 8th Street Widening Project to Arkansas Electric Company in the amount of \$111,211.26.
(Pages 105-107)
14. Recommend Mayor and City Council award the bid for the crossarms for the 8th Street Widening Project to the Stuart Irby Company in the amount of \$27,033.20.
(Pages 108-110)
- 15a. City Council approval of a bid award for Bid #17-20 to Anchor Fence, in the amount of \$107,550.00, for the replacement of ballfield fencing at the Memorial Park ballfields.
(Pages 111-113)
- 15b. City Council approval of a budget adjustment, in the amount of \$107,550.00, recognizing from Bentonville Advertising and Promotions, and allocating expenses for the replacement of fencing at the Memorial Park ballfields.
(Pages 114-116)



City Council Agenda Items
For City Council Meeting of September 26, 2017
From the September 19, 2017 Planning Commission Meeting

Final Plat: Lochmoor Club Subdivision Phase 2.

The Planning Commission voted 5-0, recommending approval.

The applicant has submitted a final plat for 40+/- acres consisting of 102 single-family residential lots that will be known as Lochmoor Club Subdivision Phase 2. The homes that will be constructed in this phase will be consistent with previous phases of the subdivision. This phase will connect to Lochmoor Club Phase 1 to the southwest, Edens Brook Phase 4 to the north, and Edgar Estates to the west. Additionally a future street stub has been provided for connectivity, as development begins to occur south of this property. This final plat dedicates right-of-way and utility and drainage easements that will serve the subdivision. The sections of sidewalk the developer is responsible for have been installed. All public infrastructure has been inspected and accepted by the utility departments and all non-bondable items have been completed.

Rezoning: Chambers Bank, Ginn Road & Brookside Road, From PUD, Planned Unit Development to R-2, Duplex and Patio Home Residential.

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan depicts this property as Medium Density Residential (MDR). Policy LU-23 Housing Types within the General Plan suggest that the city should encourage the development of a mix of housing types to meet the needs of residents throughout their lives. As utilities are extended to new locations within the city, the city should reevaluate and adjust the land uses accordingly. The proposed subdivision will help to reduce the impact on city infrastructure by the extension of public utilities that will be required with the development of this land, all helping to meet the intent of the policy.

Rezoning: Chambers Bank & FH&G LLC, Ginn Road & North Rainbow Farm Road, From PUD, Planned Unit Development to R-1, Single Family Residential.

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan depicts this property as Agricultural (A). Policy LU-23 Housing Types within the General Plan suggest that the city should encourage the development of a mix of housing types to meet the needs of residents throughout their lives. As utilities are extended to new locations within the city, the city should reevaluate and adjust the land uses accordingly. The proposed subdivision will help to reduce the impact on city infrastructure by the extension of public utilities that will be required with the development of this land, all helping to meet the intent of the policy.

Rezoning: Yessur Investments, LLC, 410 Dickson Road and 507 Northwest 5th Street, From R-1, Single Family Residential and R-3, Medium 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 zoning district for this designation.

Rezoning: Crystal Bridges Museum of American Modern Art, Inc., 509 Southeast 'E' Street, From I-2, Heavy Industrial and R-3, Medium-Density Residential to C-2, General Commercial.

The Planning Commission voted 4-0, Scott Eccleston abstained, recommending approval.

The Future Land Use Plan depicts this property as Downtown Mixed Use Residential (DMUR). The C-2, General Commercial zoning designation is compatible with existing and adjacent uses in the area.

FINAL PLAT STAFF REPORT



Lochmoor Club Subdivision Phase 2

SW Edinburgh Ave.

PC Date: 9/19/2017

Reviewer: Jon Stanley, Planner

Project Number	17-03000005
Applicant / Current Owner	Lochmoor III, LLC P.O. Box 368 Bentonville, AR 72712
Site Area	40+/- acres
Current Zoning	R-1, Single Family Residential
Future Land Use Map Designation	Low Density Residential (LDR)
No. of Lots	105 total, 102 buildable
Subdivision Name	Lochmoor Club Phase 2

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

Location Map



Property Description

The property is currently under construction and adjacent to several existing and developing single family subdivisions in the SW part of the city.

Project Details

The applicant has submitted a final plat for 40+/- acres consisting of 102 single-family residential lots that will be known as Lochmoor Club Subdivision Phase 2. The homes that will be constructed in this phase will be consistent with previous phases of the subdivision. This phase will connect to Lochmoor Club Phase 1 to the southwest, Edens Brook Phase 4 to the north, and Edgar Estates to the west. Additionally a future street stub has been provide for connectivity, as development begins to occur south of this property. This final plat dedicates right-of-way and utility and drainage easements that will serve the subdivision. The sections of sidewalk the developer is responsible for have been installed. All public infrastructure has been inspected and accepted by the utility departments and all non-bondable items have been completed.

Utility Infrastructure

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

Drainage Report

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

Waivers

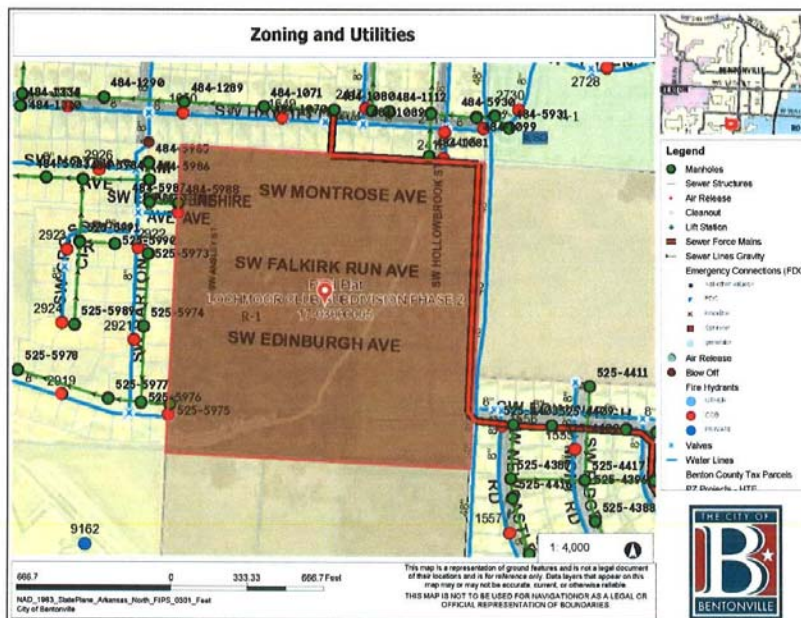
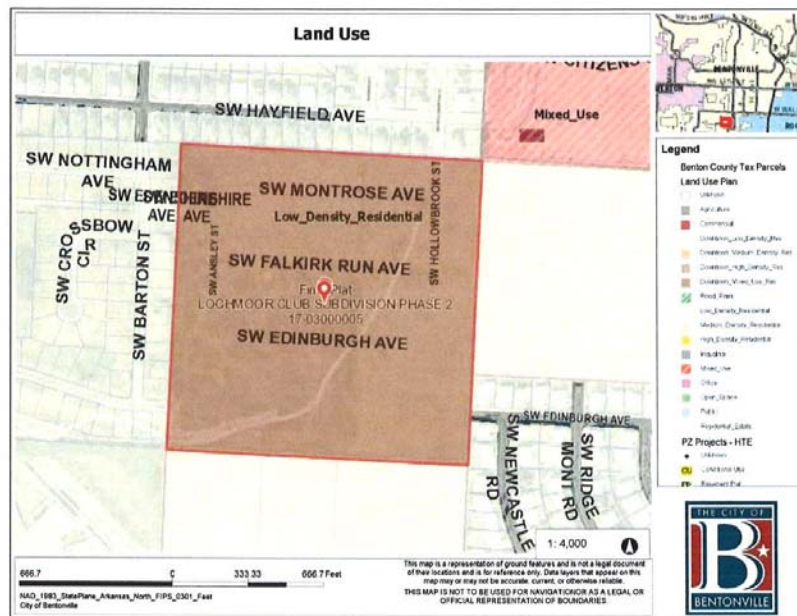
No waivers requested.

Conclusion

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

Standard Conditions of Approval

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



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A FINAL PLAT OF LOCHMOOR CLUB
SUBDIVISION PHASE 2 TO THE CITY OF BENTONVILLE,
ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the final plat of Lochmoor Club Subdivision Phase 2, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on September 19, 2017; and,

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

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

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

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

Section 1: That the final plat of Lochmoor Club Subdivision Phase 2 to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2017.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Chambers Bank

Ginn Rd. & Brookside Rd

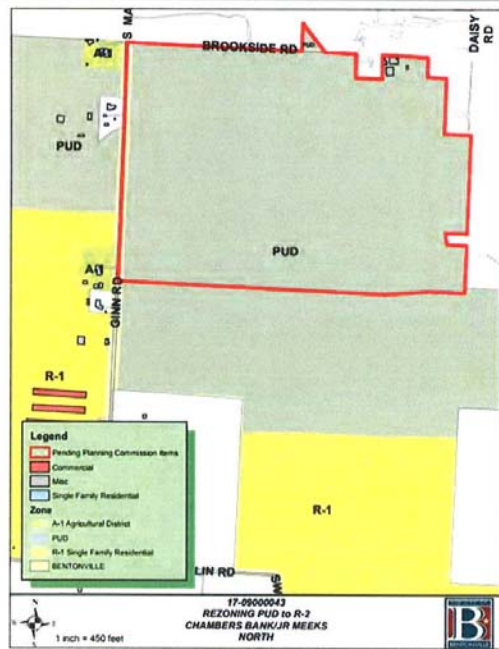
PC Date: 9/19/2017

Reviewer: Jon Stanley, Planner

Project Number	17-09000044
Applicant / Current Owner	Chambers Bank, JR Meeks 901 Main Street Danville, AR 72833
Site Area	100+/- acres
Current Zoning	PUD, Planned Unit Development
Requested Zoning	R-2, Duplex and Patio Home Residential
Future Land Use Map Designation	Medium Density Residential (MDR)

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

Location Map



Property Description

This property is the location of a 100+/- acre parcel that is currently being used for agricultural practices on the SE corner of Ginn Road and Brookside Road. The property was zoned PUD in 2005; that zoning has since expired.

Projected Traffic Impact

The proposed land use designation will not adversely impact traffic in the area. The development of the property is scheduled to occur in phases. As these phases come on-line and density in the area increases, additional and improved access to the area will be necessary.

Utility Infrastructure

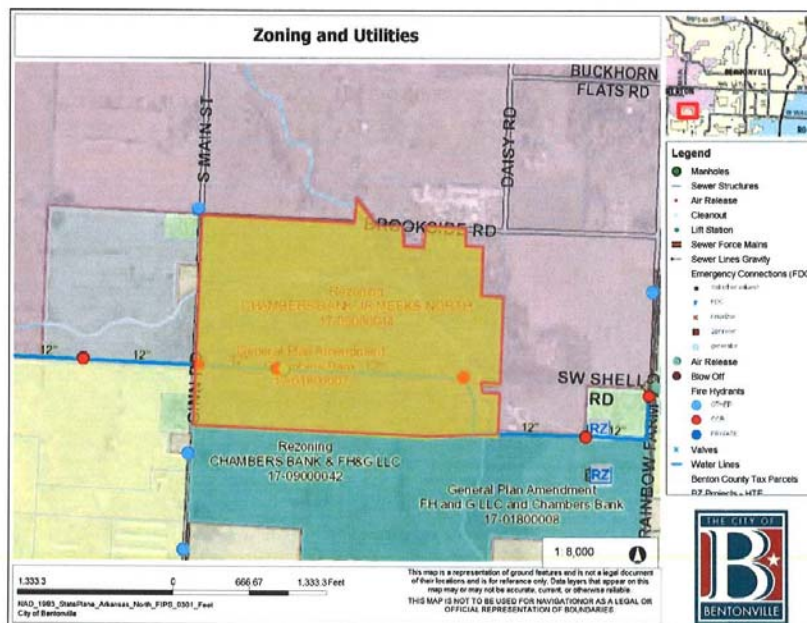
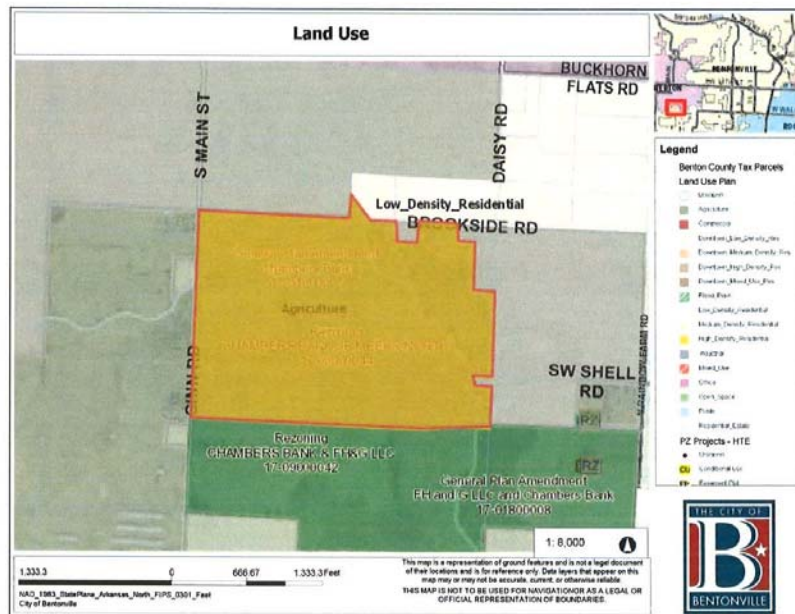
Per the city's GIS website, water is available however, sewer is not available at the time of this report.

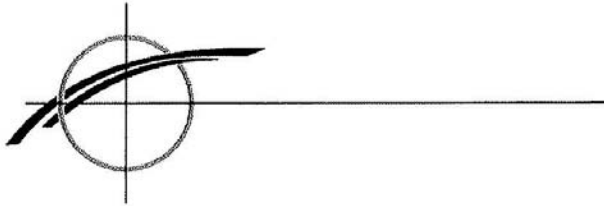
Relationship to the General Plan

The Future Land Use Plan depicts this property as Medium Density Residential (MDR). Policy LU-23 Housing Types within the General Plan suggest that the city should encourage the development of a mix of housing types to meet the needs of residents throughout their lives. As utilities are extended to new locations within the city, the city should reevaluate and adjust the land uses accordingly. The proposed subdivision will help to reduce the impact on city infrastructure by the extension of public utilities that will be required with the development of this land, all helping to meet the intent of the policy.

Conclusion

In conclusion, the requested R-2, Duplex & Patio Home Residential zoning designation (R-2), will offer a variety of two-family housing types in a rapidly developing sector of the city and is an appropriate zoning district for the Future Land Use Map designation of Medium Density Residential. Error! Reference source not found.





SWOPE CONSULTING, LLC

Civil Engineering
3511 SE J Street, Suite 9
Bentonville, AR 72712 479-685-8399

August 14, 2017

City of Bentonville Planning Department

Attn: Jon Stanley
305 SW "A" Street
Bentonville, AR 72712

**Re: Rezone Request Narrative
Osage Hills Phase 2
A-1 to R-2
parcel 01-00828-500 & part of parcel 01-00828-550**

Dear Mr. Stanley,

Please accept this narrative for the subject rezone to R-^{two}~~1~~ (single-family residential). Prior to this request we have met with multiple persons at the City of Bentonville staff in order to relay intent of development and get an understanding of Staff's requests & concerns for the subject property. Listed below is our response to each of the application-required topics.

Current zoning: The current zoning of these properties is PUD, Planned Unit Development, however the land is undeveloped and currently unused/agricultural in use.

Reason for zoning change request: The applicant intends to develop the land into a medium-density subdivision by extending nearby roads and utilities.

How property will relate to surrounding properties: NORTH- The lands south are currently under rezone application to R-1, low-density residential. These lands will be located north of the proposed collector street (Shell Road), providing sufficient buffer between zones.

Use: Proposed use in an R-2 zone would include duplexes and other medium-density residential uses.

Traffic: Increased traffic in this area will be accommodated through existing and proposed network of collector streets. To the east and west, an extension of Shell Road is proposed through the site. Shell Road will connect to Ginn Road on the west property limits, and highway 12 to the east. To the north and south, an extension of Adams Road is proposed through the site. Adams Road will connect to Brookside Road on the north, and Opal Road on the south. Additionally, the site proposes a collector east-west, which is the extension of Anglin Road.

Signage: Signage is planned in order to advertise Osage Hills' subdivision as a whole. The specifics are not known yet, however all city codes/requirements will be followed.

Appearance: This proposed R-~~2~~ development will look like most other similar subdivisions in this area of the city. Some duplexes are proposed, while the rest are undetermined.

Availability of water and sewer: The project relies on the main-line connection of a 24" sewer line into the NACA line. Existing sewer and water lines were built through phase one, however these await testing approval through the city.

This application is submitted to gain your support, and for the board's approval. Please let me know if you have any questions or concerns.

Regards,

A solid black rectangular box used to redact the signature of Phil R Swope.

Phil R Swope, PE
President

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF PUD, PLANNED UNIT DEVELOPMENT TO R-2, DUPLEX AND PATIO HOME RESIDENTIAL.

WHEREAS, Chambers Bank duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of PUD, Planned Unit Development to R-2, Duplex and Patio Home Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

A PART OF THE S1/2 OF THE NE1/4, A PART OF THE N1/2 OF THE SE1/4, AND A PART OF THE N1/2 OF N1/2 OF SE1/4 OF SECTION 9 TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF NE1/4, SE1/4, OF SAID SECTION 9, THENCE N87°15'55"W 163.22' ALONG THE SOUTH LINE OF THE SE1/4 OF THE NE1/4 OF SAID SECTION 9; THENCE LEAVING SAID SOUTH LINE RUNNING S07°32'02"E 86.41'; THENCE S87°39'47"E 148.59' TO A POINT ON THE EAST LINE OF THE NE1/4 OF THE SE1/4 OF SAID SECTION 9; THENCE S02°12'48"W 364.00'; THENCE N87°28'33"W 272.95'; THENCE S86°14'12"W 337.65'; THENCE N87°11'12"W 2,010.66'; THENCE N02°22'47"E 484.46' TO THE SOUTHWEST CORNER OF SW1/4 OF THE NE1/4 OF SAID SECTION 9; THENCE N02°00'07"E 1319.23' TO THE NORTHWEST CORNER OF SW1/4 OF THE NE1/4 OF SAID SECTION 9; THENCE S87°12'16"E 1319.62' TO THE NORTHEAST CORNER OF SW1/4 OF THE NE1/4 OF SAID SECTION 9; THENCE N02°06'59"E 210.67'; THENCE S37°35'56"E 276.52' TO A POINT ON THE NORTH LINE OF THE SE1/4 OF THE NE1/4 OF SAID SECTION 9; THENCE ALONG SAID NORTH LINE S87°13'23"E 233.05'; THENCE LEAVING SAID NORTH LINE AND RUNNING S00°25'43"W 181.73'; THENCE S87°15'27"E 201.12'; THENCE N00°25'43"E 181.61' TO A POINT ON THE NORTH LINE OF THE SE1/4 OF THE NE1/4 OF SAID SECTION 9; THENCE ALONG SAID NORTH LINE S87°13'23"E 348.87'; THENCE LEAVING SAID NORTH LINE AND RUNNING S02°13'20"W 148.84'; THENCE S87°17'51"E 146.00'; THENCE S02°19'34"W 422.36'; THENCE S87°13'23"E 200.00' TO A POINT ON THE EAST LINE OF THE SE1/4 OF

THE NE1/4 OF SAID SECTION 9; THENCE ALONG SAID EAST LINE S02°20'13"W
745.90' TO THE POINT OF BEGINNING, CONTAINING 164.07 ACRES, MORE OR
LESS.SUBJECT TO ANY RIGHTS-OF-WAY, EASEMENTS, MINERAL RIGHTS,
COVENANTS OR DEED RESTRICTIONS PREVIOUSLY FILED; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the
petition for public hearing to be held September 19, 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 PUD, Planned Unit
Development to R-2, Duplex and Patio Home 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 zoning
classification of PUD, Planned Unit Development to R-2, Duplex and Patio Home Residential to be used
in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2017.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Chambers Bank/ FH&G LLC

N Rainbow Farm Rd & Ginn Rd.

PC Date: 9/19/2017

Reviewer: Jon Stanley, Planner

Project Number	17-090000042
Applicant / Current Owner	Chambers Bank/ FH&G LLC 901 Main Street PO Box 1653 Danville, AR Springdale, AR 727833
Site Area	89.13+/- acres
Current Zoning	PUD, Planned Unit Development
Requested Zoning	R-1, Single Family Residential
Future Land Use Map Designation	Low Density Residential (LDR)

Property Description

This property is the location of an 89+/- acre parcel that is currently being used for agricultural practices situated between Ginn Road and N. Rainbow Farm Road. The property was zoned PUD in 2005; that zoning has since expired.

Projected Traffic Impact

The proposed land use designation will not adversely impact traffic in the area. The development of the property is scheduled to occur in phases. As these phases come on-line and density in the area increases, additional and improved access to the area will be necessary.

Utility Infrastructure

Per the city's GIS website, water is available however, sewer is not available at the time of this report.

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

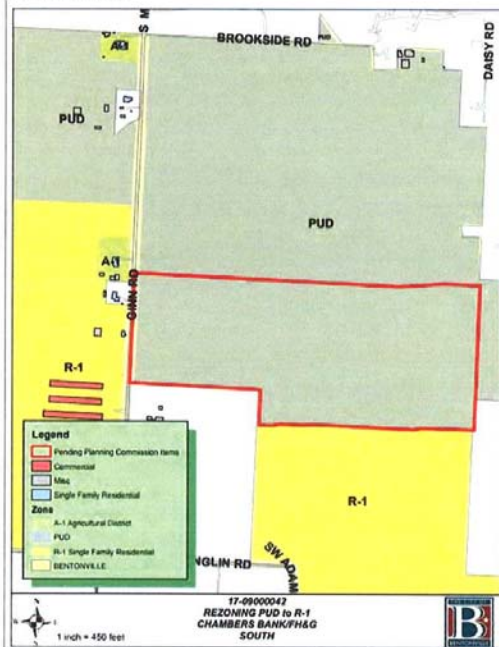
Relationship to the General Plan

The Future Land Use Plan depicts this property as Agricultural (A). Policy LU-23 Housing Types within the General Plan suggest that the city should encourage the development of a mix of housing types to meet the needs of residents throughout their lives. As utilities are extended to new locations within the city, the city should reevaluate and adjust the land uses accordingly. The proposed subdivision will help to reduce the impact on city infrastructure by the extension of public utilities that will be required with the development of this land, all helping to meet the intent of the policy.

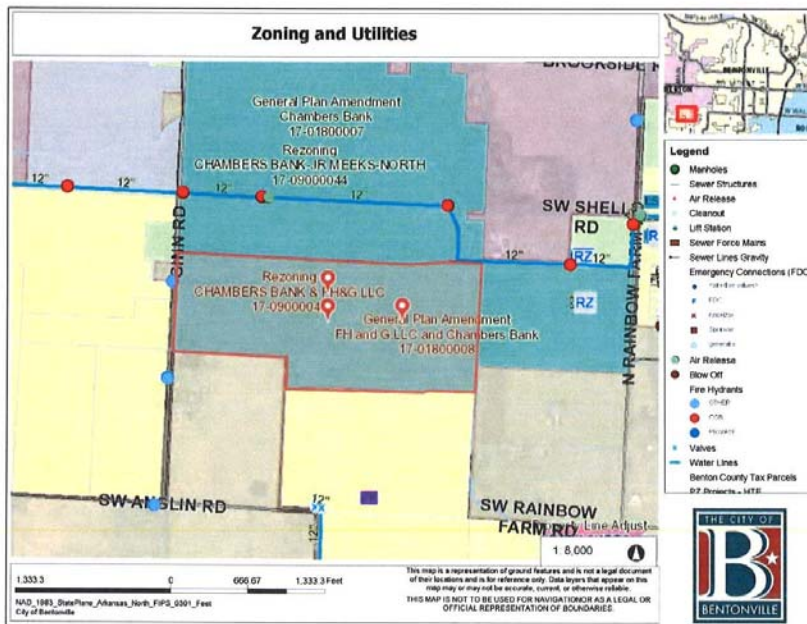
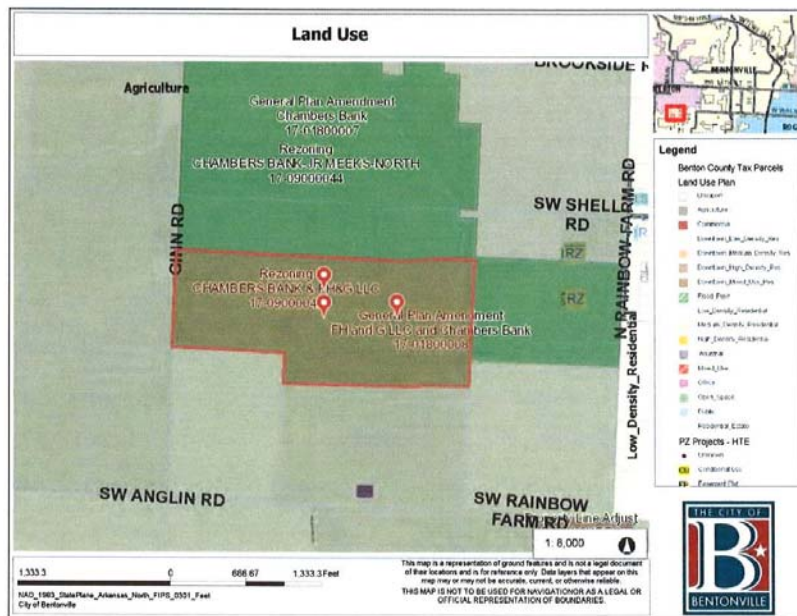
Conclusion

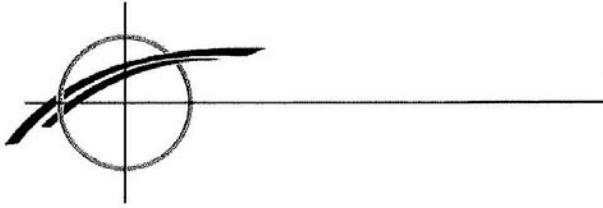
In conclusion, the requested R-1, Single-Family Residential zoning designation (R-1), will offer a variety of single-family housing types in a rapidly developing sector of the city and is an appropriate zoning district for the Future Land Use Map designation of Medium Density Residential. **Error!** Reference source not found.

Location Map



REZONING STAFF REPORT





SWOPE CONSULTING, LLC

Civil Engineering
3511 SE J Street, Suite 9
Bentonville, AR 72712 479-685-8399

August 14, 2017

City of Bentonville Planning Department

Attn: Jon Stanley
305 SW "A" Street
Bentonville, AR 72712

**Re: Rezone Request Narrative
Osage Hills Phase 2
A-1 to R-1
parcel 01-07928-040 & part of parcel 01-00828-550**

Dear Mr. Stanley,

Please accept this narrative for the subject rezone to R-1 (single-family residential). Prior to this request we have met with multiple persons at the City of Bentonville staff in order to relay intent of development and get an understanding of Staff's requests & concerns for the subject property. Listed below is our response to each of the application-required topics.

STATE OF CURRENT ZONING

The current zoning of these properties is PUD, Planned Unit Development, however the land is undeveloped and currently unused/agricultural in use.

THE REASONING OR NEED

The applicant intends to develop the land into a single-family subdivision by extending nearby roads and utilities.

How property will relate to surrounding properties: NORTH- The lands north are currently under rezone application to R-2, medium-density residential. These lands will be located south of the proposed collector street (Shell Road), providing sufficient buffer between zones.

Use: Proposed use in an R-1 zone would include single-family houses and other low-density residential uses.

Traffic: Increased traffic in this area will be accommodated through existing and proposed network of collector streets.

To the east and west, an extension of Shell Road is proposed through the site. Shell Road will connect to Ginn Road on the west property limits, and highway 12 to the east.

To the north and south, an extension of Adams Road is proposed through the site. Adams Road will connect to Brookside Road on the north, and Opal Road on the south. Additionally, the site proposes a collector east-west, which is the extension of Anglin Road.

Signage: Signage is planned in order to advertise Osage Hills' subdivision as a whole. The specifics are not known yet, however all city codes/requirements will be followed.

Appearance: This proposed R-1 development will look like most other similar subdivisions in this area of the city. Some 3-car garages are proposed, while the rest are 2-car garages.

Availability of water and sewer: The project relies on the main-line connection of a 24" sewer line into the NACA line. Existing sewer and water lines were built through phase one, however these await testing approval through the city.

This application is submitted to gain your support, and for the board's approval. Please let me know if you have any questions or concerns.

Regards,



Phil R Swope, PE
President

ORDINANCE NO. _____

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

WHEREAS, Chambers Bank and FH&G, 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 zoning classification of PUD, Planned Unit Development to R-1, Single Family Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

A PART OF THE S1/2 OF THE NE1/4, A PART OF THE N1/2 OF THE SE1/4, AND A PART OF THE N1/2 OF N1/2 OF SE1/4 OF SECTION 9 TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF NE1/4, SE1/4, OF SAID SECTION 9, THENCE N87°15'55"W 163.22' ALONG THE SOUTH LINE OF THE SE1/4 OF THE NE1/4 OF SAID SECTION 9; THENCE LEAVING SAID SOUTH LINE RUNNING S07°32'02"E 86.41'; THENCE S87°39'47"E 148.59' TO A POINT ON THE EAST LINE OF THE NE1/4 OF THE SE1/4 OF SAID SECTION 9; THENCE S02°12'48"W 363.97' TO THE POINT OF BEGINNING. THENCE CONTINUING S2°12'48"W 876.04'; THENCE S2°10'53"W 222.17'; THENCE N88°09'06"W 406.32'; THENCE S77°00'41"W 51.67'; THENCE N87°12'08"W 773.17'; THENCE S84°12'25"W 50.51'; THENCE N87°39'04"W 202.00'; THENCE S76°23'18"W 52.00'; THENCE N87°39'04"W 101.00'; THENCE N02°20'56"E 268.09'; THENCE N87°11'02"W 990.19'; THENCE N02°22'47"E 835.84'; THENCE S87°11'12"E 2,010.66'; THENCE N86°14'12"E 337.65'; THENCE S87°28'33"E 272.95' TO THE POINT OF BEGINNING, CONTAINING 59.75 ACRES, MORE OR LESS. SUBJECT TO ANY RIGHTS-OF-WAY, EASEMENTS, MINERAL RIGHTS, COVENANTS OR DEED RESTRICTIONS PREVIOUSLY FILED; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held September 19, 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 PUD, Planned Unit Development to R-1, Single Family 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 zoning classification of PUD, Planned Unit Development to R-1, Single Family Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2017.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Yessur Investments, LLC

410 Dickson Rd. & 507 NW 5th Street

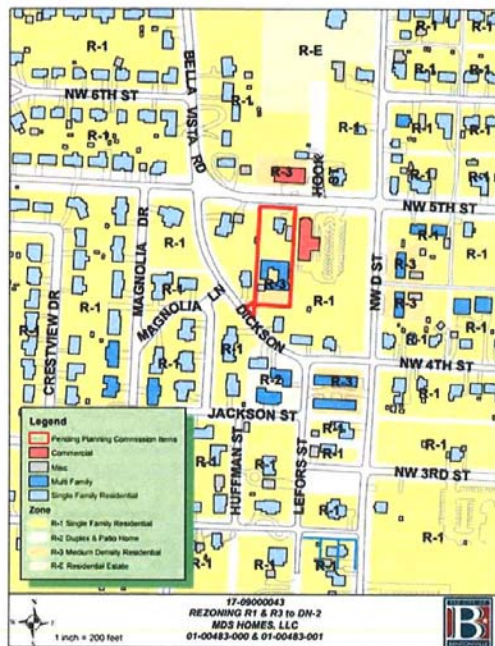
PC Date: 9/19/2017

Reviewer: Jon Stanley, Planner

Project Number	17-09000043
Applicant / Current Owner	Yessur Investments LLC 1803 SW Regional Airport Blvd. Ste. 15 Bentonville, AR 72712
Site Area	0.91 acres
Current Zoning	R-1, Single Family Residential & R-3, Medium 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 the location of a single family home located at 507 NW 5th Street and a multi-family development located at 410 Dickson Street in an established neighborhood.

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 city's GIS website, water and sewer are available.

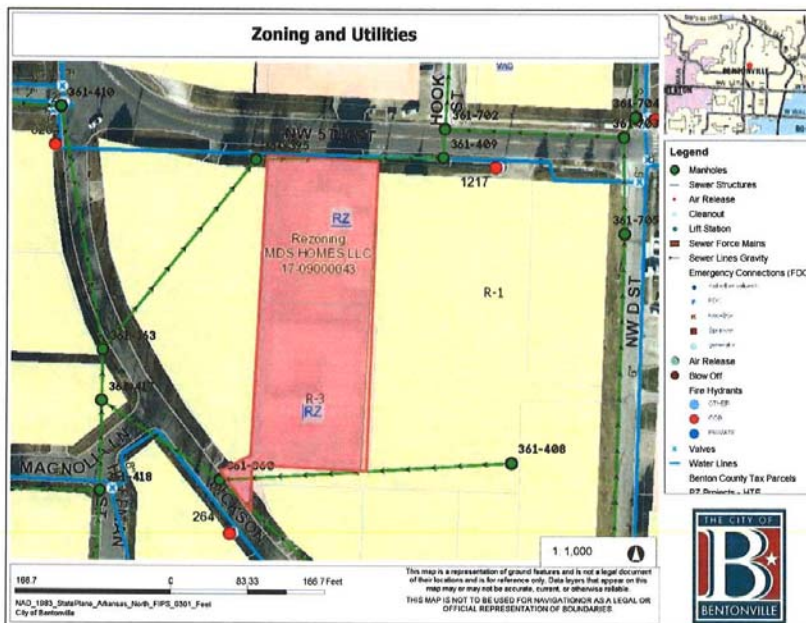
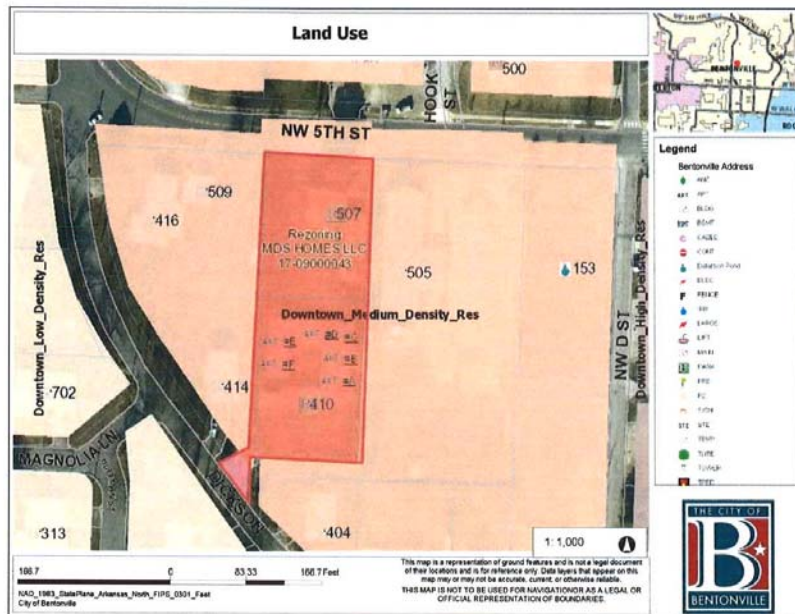
Relationship to the General Plan

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 zoning district for this designation.

Conclusion

The DN-2, Downtown Medium-Density Residential zoning designation is consistent with the Future Land Use Plan that depicts this property as Downtown Medium Density Residential and is compatible with the existing and adjacent uses.

REZONING STAFF REPORT



Rezone Narrative

Owner: Yessur Investments, LLC
Address: 410 Dickson St./507 NW 5th St.
Bentonville, AR 72712

Current Zoning: R-1, Single Family Residential & R-3, Medium Density Residential

Proposed Zoning: DN-2, Downtown Medium Density Residential

Owner: Yessur Investments, LLC

Reason for rezone: Part of the property currently has Multi-Family Residential housing (Apartments) that are in poor condition and part of the property has a Single Family Residence that is also in poor condition. Our intention is to remove the existing buildings on this property and replace it with new Medium Density Townhomes that blend with the surrounding area, while adopting the new zoning classifications for the downtown and surrounding area.

How will property relate to surrounding properties: The current surrounding properties are a Church located on the East side of our property, some multi-family residential units on the North side across NW 5th St, and older single family residences on the West side and South side, with a mixture of single-family residential and multi-family residential within a one block radius.

Proposed Use: Medium Density, Multi-Family Residential use

Traffic: The current city infrastructure is adequate to accommodate the use.

Signage: Any signage to comply with city ordinances and regulations.

Appearance: Existing buildings in poor condition on property will be removed with the intention of building new housing that will blend with the surrounding residences in style and materials.

Water and Sewer Availability: Water and Sewer mains are available to serve the property.

NOTICE OF INTENT TO REZONE

MDS Homes

has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

R-1, Single Family Residential &
R-3, Medium Density Residential

to

DN-2, Downtown Medium-density Residential

The legal description of the property is as follows:

See attached Legal Descriptions

The common description of the property is: 410 Dickson St & 507 NW 5th St.

Proposed land use: Medium Density Residential Use

The public hearing will be held September 26th, 2017 at 5:00 p.m. It will be held at 305 S.W. "A" Street.

This notification is in response to the requirement that all property owners within 200 feet of said property must be notified. If you wish to express any comments about the requested rezoning, you may respond by the following methods:

1. Attend the public hearing and express your views.
2. Express your opinion in writing to the Planning Commission. You may mail this or and deliver it to the City of Bentonville Planning Department, 305 S.W. A Street, Bentonville, AR 72712.
3. Use the bottom of this form to express your opinion by checking the appropriate box. (This may also be delivered or mailed to the above address.).

For more information, you may call the Planning Department at (479) 271-3122.

I/we have received notice of the public hearing for the rezoning of the above described property and:

- ☐ I / we have no objections to the rezoning.
- ☒ I / we object to the rezoning because:

I would like to appear before the board

Signature and Physical Address

Signature and Physical Address

NOTICE OF INTENT TO REZONE

MDS Homes

has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

R-1, Single Family Residential &
R-3, Medium Density Residential

to

DN-2, Downtown Medium-density Residential

The legal description of the property is as follows:

See attached Legal Descriptions

The common description of the property is: 410 Dickson St & 507 NW 5th St.

Proposed land use: Medium Density Residential Use

The public hearing will be held September 26th, 2017 at 5:00 p.m. It will be held at 305 S.W. "A" Street.

This notification is in response to the requirement that all property owners within 200 feet of said property must be notified. If you wish to express any comments about the requested rezoning, you may respond by the following methods:

1. Attend the public hearing and express your views.
2. Express your opinion in writing to the Planning Commission. You may mail this or and deliver it to the City of Bentonville Planning Department, 305 S.W. A Street, Bentonville, AR 72712.
3. Use the bottom of this form to express your opinion by checking the appropriate box. (This may also be delivered or mailed to the above address.).

For more information, you may call the Planning Department at (479) 271-3122.

I/we have received notice of the public hearing for the rezoning of the above described property and:

☐ I / we have no objections to the rezoning.

☒ I / we object to the rezoning because:

ROADS CANNOT HANDLE INCREASED TRAFFIC

Signature and Physical Address

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, SINGLE FAMILY RESIDENTIAL AND R-3, MEDIUM-DENSITY RESIDENTIAL TO DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL.

WHEREAS, Yessur Investments, 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 zoning classification of R-1, Single Family Residential and R-3, Medium-Density 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:

BEGINNING AT A POINT IN THE SOUTH RIGHT-OF-WAY OF NW 5TH ST, BEING 2202.02 FEET NORTH AND 259.30 FEET WEST OF THE SOUTH QUARTER CORNER OF SAID SECTION 30; THENCE SOUTH 03°05'58" WEST, A DISTANCE OF 331.72 FEET; THENCE NORTH 87°20'18" WEST, A DISTANCE OF 118.31 FEET; THENCE SOUTH 03°08'57" WEST, A DISTANCE OF 46.16 FEET TO THE NORTHERLY RIGHT-OF-WAY OF DICKSON ST.; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, NORTH 36°52'24" WEST, A DISTANCE OF 48.77 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY, NORTH 63°34'32" EAST, A DISTANCE OF 36.06 FEET; THENCE NORTH 03°08'57" EAST, A DISTANCE OF 322.25 FEET TO THE SOUTH RIGHT-OF-WAY OF NW 5TH ST.; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 87°34'44" EAST, A DISTANCE OF 118.03 FEET TO THE POINT OF BEGINNING, CONTAINING 39,443 SQUARE FEET OR 0.91 ACRES, MORE OR LESS; AND,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held September 19, 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 and R-3, Medium-Density 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 zoning classification of R-1, Single Family Residential and R-3, Medium-Density 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:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Crystal Bridges Museum of American Modern Art, Inc.

509 SE 'E' Street

PC Date: 9/19/2017

Reviewer: Jon Stanley, Planner

Project Number	17-09000045
Applicant / Current Owner	Crystal Bridges Museum 600 Museum Way Bentonville, AR 72712
Site Area	10.29 acres
Current Zoning	I-2, Heavy Industrial and R-3, Medium-Density Residential
Requested Zoning	C-2, General Commercial
Future Land Use Map Designation	Downtown Mixed Use Residential (DMUR)

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

Location Map



Property Description

This property is the location of the vacant Kraft Plant located at 509 SE E Street and two adjacent parcel to the north and two to the east.

Projected Traffic Impact

The proposed zoning does have the potential to cause an adverse effect on current traffic patterns in the area. The scheduled improvements to Southeast 8th Street will help to alleviate those concerns. The impact on traffic conditions will be assessed at the time of development and improvements will be provided as needed.

Utility Infrastructure

Per the GIS website, water and sewer are available.

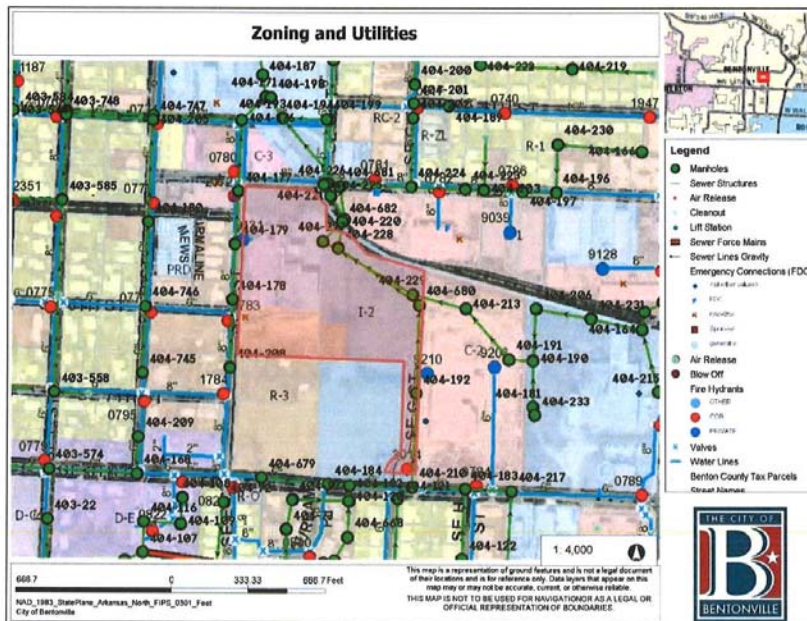
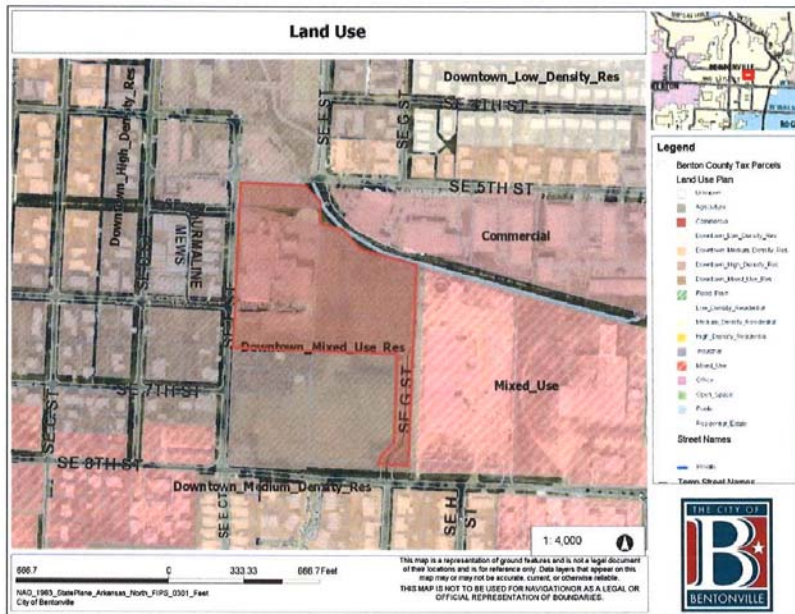
Relationship to the General Plan

The Future Land Use Plan depicts this property as Downtown Mixed Use Residential (DMUR). The C-2, General Commercial zoning designation is compatible with existing and adjacent uses in the area.

Conclusion

In conclusion, the C-2, General Commercial zoning district will allow uses that are consistent with the existing and adjacent uses and with other uses in the near vicinity. The proximity to SE 8th Street and the property being located in the heart of the Market District, is keeping with good land use planning, the General Plan and the SE Downtown Area plan.

REZONING STAFF REPORT





Wheeler Kearns Architects
343 South Dearborn Street
Suite 200
Chicago IL 60604
312.939.7787
wkarch.com

Rezoning Request — Narrative

Explanation of proposed zoning change:

Crystal Bridges Museum of American Art (CBMAA) is requesting that the parcels it owns in Bentonville's Market District be rezoned from I-2 Heavy Industrial and R-3 Medium-Density Residential to C-2 General Commercial.

Reason for requesting zoning change:

CBMAA intends to adapt the decommissioned Kraft Foods plant into a facility dedicated to the exploration of the visual and performing arts. Current zoning does not allow this use.

How the property will relate to surrounding properties:

The property will better relate to and strengthen Bentonville's emerging Market District. This project is similar in concept to the former Tyson plant to the east, which was rezoned to C-2 General Commercial and then adapted for retail and vocational uses. The former Tyson plant incorporates storefronts facing a large public field/green space east of the Kraft plant, and neighboring buildings are responding to a green space-oriented setting as well.

Likewise, Crystal Bridges will locate its new main entry on the east side of the Kraft plant adjacent to the field, deferring to the residential neighborhood west of E Street. Expanding the surrounding C-2 zoning to incorporate Crystal Bridge's facility will further enhance the city's strategically-planned Market District development.

Use:

As a new cultural asset for the neighborhood and city, the Crystal Bridges' project will provide visual art exhibition space and performance venues for music, film, and theatre. As a benefit to the entire Market District and neighborhood, the central green space may host periodic music performances.

Traffic:

By integrating two spurs of the Razorback Greenway and providing plentiful bicycle parking on site, Crystal Bridges is actively promoting pedestrian and bicycle access. To discourage street traffic, Crystal Bridges is proposing to limit on-site parking to 100 spaces. Large events will be held with the cooperation of surrounding commercial properties so that existing parking resources can be shared.

Signage:

Any proposed signage will be designed to meet the planning design standards set by the City of Bentonville.

Appearance:

To preserve its authenticity, the appearance of the adapted Kraft plant will be maintained, while a few new interventions will help adapt the space for new uses. These interventions, located predominantly in the interior of the block, will be enclosed in glass, contrasting with the existing walls of red brick, concrete block, precast concrete and insulated metal panels. Landscape will introduce meadows of wild flowers and a generous number of trees that will co-mingle with paths traversing the open green space.

Availability of water and sewer:

There are adequate water and sewer lines to serve the project under E street.

Owner

Crystal Bridges Museum of
American Art,
Rod Bigelow
Executive Director, Chief Diversity Officer
600 Museum Way
Bentonville, AR 72712
Rod.Bigelow@crystalbridges.org
479-418-5700

Property Information

Address:
507 SE E Street

Parcels:
01-03603-000, 01-03606-000,
01-06308-001 and 01-17771-000

Acreage:
TOTAL: 10.29 ACRES

Project Information

Current Zoning:
I-2 Heavy Industrial
R-3 Medium Density Residential

Proposed Zoning:
C-2 General Commercial

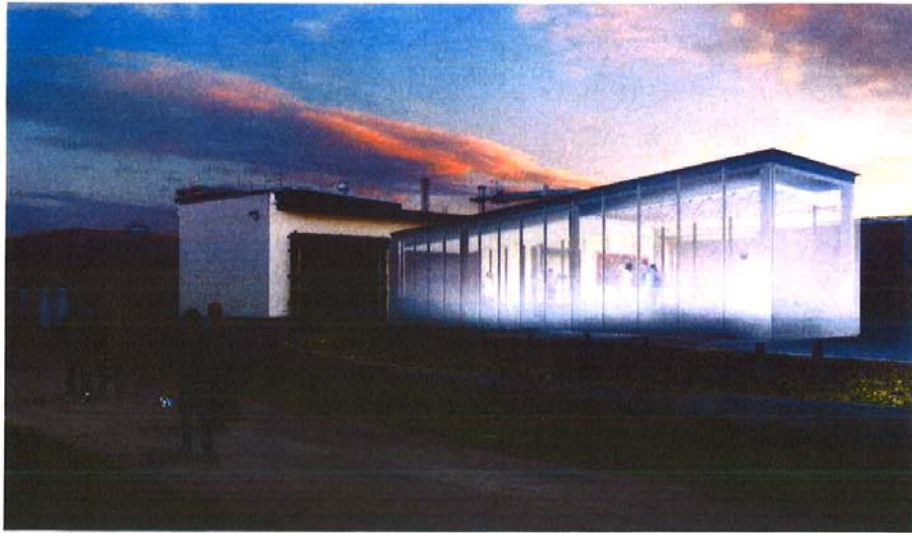
Proposed Land Use:
Commercial

Applicant/Representative

Wheeler Kearns Architects
Lawrence Kearns, FAIA
Principal
343 S. Dearborn, Suite 200
Chicago, IL 60604
t: 312-374-3562
larry@wkarch.com



Momentary property site plan



At the north end of the Kraft Plant, a small addition to the existing loading dock.



On the south side of the Kraft plant looking north to the new glass entry.



At the north end of the Kraft Plant, looking toward a new wild flower meadow planted along 5th Street.

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF I-2, HEAVY INDUSTRIAL AND R-3, MEDIUM-DENSITY RESIDENTIAL TO C-2, GENERAL COMMERCIAL.

WHEREAS, Crystal Bridges Museum of American Modern Art, Inc. duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of I-2, Heavy Industrial and Medium-Density Residential to C-2, General Commercial to be used in accordance with city zoning laws and state laws, which property is described as follows:

A PART OF THE SW 1/4 OF THE NW 1/4 OF SECTION 32, TOWNSHIP 20 NORTH, RANGE 30 WEST AND A PART OF THE ORCHARD ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS, AS SHOWN IN PLAT BOOK A, PAGE 64 IN THE RECORDS OF BENTON COUNTY ARKANSAS, WITH SAID PARTS INCLUDING: ALL OF BLOCK "O" AND THE NORTH HALF OF BLOCK "N" OF ORCHARD ADDITION TO THE CITY OF BENTONVILLE; AND ALSO ALL OF THAT PORTION OF THE VACATED STREET DESIGNATED ON THE PLAT OF ORCHARD ADDITION TO THE CITY OF BENTONVILLE, AS SHOWN IN PLAT BOOK A, PAGE 64 IN THE RECORDS OF BENTON COUNTY, ARKANSAS, AND ORIGINALLY DESIGNATED AS WASHINGTON STREET AND LATELY DESIGNATED AND KNOWN AS 6TH STREET, S.E. WHICH ABUTS AND IS BETWEEN BLOCK O AND BLOCK N OF THE ORCHARD ADDITION TO BENTONVILLE, ARKANSAS, WHICH IS VACATED BY ORDINANCE NO. 215; AND ALSO ALL THAT PORTION OF VACATED 5TH STREET AS DEDICATED BETWEEN BLOCK O AND BLOCK P OF THE ORCHARD ADDITION TO BENTONVILLE, AS SHOWN IN PLAT BOOK A, PAGE 64 IN THE RECORDS OF BENTON COUNTY, ARKANSAS, WHICH IS VACATED BY ORDINANCE NO. 2013-85; AND ALSO ALL THAT PORTION OF BURLINGTON NORTHERN RAILROAD COMPANY'S (FORMERLY ST. LOUIS, SAN FRANCISCO RAILWAY COMPANY'S) FT. SMITH, ARKANSAS TO MONETT, MISSOURI, BRANCH LINE RIGHT OF WAY LINE, NOW DISCONTINUED, VARYING IN WIDTH ON EACH SIDE OF SAID RAILROAD COMPANY'S MAIN

TRACK CENTERLINE AS FORMERLY LOCATED UPON, OVER AND ACROSS THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 NORTH, RANGE 30 WEST OF THE 5TH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS, [INCLUDING THAT PORTION LYING IN BLOCK "O", IN 5TH STREET (FORMERLY WOOD LAND AVENUE) AND IN FAIRMOUNT AVENUE AS SHOWN IN PLAT BOOK A, PAGE 64 IN THE RECORDS OF BENTON COUNTY ARKANSAS], AS DESCRIBED IN DEED DOCUMENT 1995-21476 OF THE RECORDS OF BENTON COUNTY, ARKANSAS; AND ALSO PARCEL 2 IN A REPLAT OF BLOCK "P" OF ORCHARD ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD 6 AT PAGE 124 IN THE RECORDS OF BENTON COUNTY ARKANSAS; AND ALSO A PART OF THE SW 1/4 OF THE NW 1/4 OF SECTION 32, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, DESCRIBED IN DEED DOCUMENT 2001-57557 OF THE RECORDS OF BENTON COUNTY, ARKANSAS; AND ALSO LOT 1 OF THE LOT SPLIT PLAT OF MARKET ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD 2016 AT PAGE 430 IN THE RECORDS OF BENTON COUNTY, ARKANSAS; WITH ALL OF THE ABOVE MENTIONED PARTS TOGETHER BEING MORE PARTICULARLY DESCRIBED BY FACTUAL SURVEY AS FOLLOWS: BEGINNING AT (POB) A FOUND IRON PIN, ACCEPTED AND USED AS THE SOUTHEAST CORNER OF THE NORTH HALF OF LOT "N" OF THE ORCHARD ADDITION TO THE CITY OF BENTONVILLE, AS SHOWN IN PLAT BOOK A, PAGE 64 IN THE RECORDS OF BENTON COUNTY ARKANSAS: THENCE NORTH 87 DEGREES 27 MINUTES 10 SECONDS WEST - 350.78 FEET TO THE EAST RIGHT OF WAY LINE OF SE "E" ST. AND TO A FOUND IRON PIN; THENCE ALONG SAID EAST RIGHT OF WAY LINE NORTH 02 DEGREES 33 MINUTES 18 SECONDS EAST - 725.21 FEET TO THE SOUTH RIGHT OF WAY LINE OF SE 5TH ST. AND TO A SET MAGNETIC NAIL AND WASHER; THENCE LEAVING SAID EAST RIGHT OF WAY LINE SOUTH 87 DEGREES 22 MINUTES 18 SECONDS EAST - 275.61 FEET ALONG SAID SOUTH RIGHT OF WAY LINE AND TO A FOUND IRON PIN; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE SOUTH 42 DEGREES 48 MINUTES 13 SECONDS EAST - 102.56 FEET TO A SET IRON PIN; THENCE SOUTH 02 DEGREES 22 MINUTES 10 SECONDS WEST - 37.21 FEET TO A FOUND IRON PIN; THENCE SOUTH 02 DEGREES 08 MINUTES 31 SECONDS

WEST - 55.21 FEET TO A SET IRON PIN; THENCE SOUTH 74 DEGREES 59 MINUTES 41 SECONDS EAST - 112.54 FEET TO A FOUND IRON PIN; THENCE SOUTH 41 DEGREES 43 MINUTES 42 SECONDS EAST - 109.32 FEET TO A FOUND SQUARE PIPE; THENCE SOUTH 74 DEGREES 34 MINUTES 25 SECONDS EAST - 251.23 FEET; THENCE SOUTH 02 DEGREES 28 MINUTES 13 SECONDS WEST - 127.54 FEET; THENCE SOUTH 02 DEGREES 14 MINUTES 57 SECONDS WEST - 12.93 FEET; THENCE SOUTH 02 DEGREES 35 MINUTES 44 SECONDS WEST - 142.13 FEET; THENCE SOUTH 02 DEGREES 25 MINUTES 42 SECONDS WEST - 112.95 FEET; THENCE SOUTH 02 DEGREES 33 MINUTES 41 SECONDS WEST - 96.96 FEET; THENCE SOUTH 02 DEGREES 33 MINUTES 41 SECONDS WEST - 171.35 FEET; THENCE SOUTH 02 DEGREES 27 MINUTES 21 SECONDS WEST - 141.60 FEET; THENCE SOUTH 02 DEGREES 29 MINUTES 08 SECONDS WEST - 74.44 FEET TO THE NORTH RIGHT OF WAY OF SE 8TH ST.; THENCE ALONG SAID NORTH RIGHT OF WAY, NORTH 87 DEGREES 02 MINUTES 44 SECONDS WEST - 136.82 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY, ALONG A NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 13.75 FEET, SAID CURVE HAVING A RADIUS OF 10.00 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 49 DEGREES 25 MINUTES 23 SECONDS EAST - 12.69 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 65.34 FEET, SAID CURVE HAVING A RADIUS OF 111.50 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 30 DEGREES 41 MINUTES 00 SECONDS EAST - 64.41 FEET; THENCE NORTH 47 DEGREES 28 MINUTES 18 SECONDS EAST - 33.61 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 21.78 FEET, SAID CURVE HAVING A RADIUS OF 27.50 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 24 DEGREES 46 MINUTES 56 SECONDS EAST - 21.21 FEET; THENCE NORTH 02 DEGREES 05 MINUTES 53 SECONDS EAST - 372.38 FEET; THENCE NORTH 88 DEGREES 06 MINUTES 27 SECONDS WEST - 361.79 FEET TO THE POINT OF BEGINNING (POB), CONTAINING 488,816 SQ. FT., OR 11.22 ACRES AS SURVEYED; AND,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held September 19, 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 and R-3, Medium-Density Residential 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 zoning classification of I-2, Heavy Industrial and R-3, Medium-Density Residential 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:

ATTEST:

MAYOR

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

September 26, 2017

Submitted by:

Shelli Kerr

Department

Planning Services

Phone

271-6822

ACTION REQUIRED:

Re-appointment of Johnetta Dexter to the Public Art Advisory Committee. Mrs. Dexter filled the unexpired term of Chad Allgood, which expires October 28, 2017. This second term will expire October 28, 2020.

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: City Council Members and City Clerk
From: Bob McCaslin, Mayor
CC Date: September 26, 2017
Re: Re-appointment of Johnetta Dexter to
the Bentonville Public Arts Advisory Committee

I recommend Johnetta Dexter, local artist and small business owner, for re-appointment to the City of Bentonville's Public Art Advisory Committee.



Bob McCaslin, Mayor

September 17, 2017

Ms Johnetta Dexter

[REDACTED]
Bentonville, AR 72712

Ms Shelli Kerr
City of Bentonville
104 East Central Avenue
Bentonville, AR 72712

Dear Shelli,

As you are aware, I am currently filling a position on the Bentonville Public Art Advisory Committee that was vacated during the term by another committee member. This position is scheduled to terminate on October 28, 2017. I have thoroughly enjoyed my time on this committee and being involved in the direction of our Bentonville community. As such, I would like to continue serving as a permanent member.

If you have questions, please feel free to contact me at 479.366.0868 or
[REDACTED]

I look forward to hearing back from you and continuing to serve the Bentonville community.

Regards,

Johnetta Dexter



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

AGENDA FORM

CITY COUNCIL MEETING OF:

September 26, 2017

Submitted by:

Shelli Kerr

Department

Planning Services

Phone

271-6822

ACTION REQUIRED:

Appointment of Tania Knudsen to the Public Art Advisory Committee to fill the unexpired term of Tom Hoehn. This term will expire October 22, 2018.

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: City Council Members and City Clerk
From: Bob McCaslin, Mayor
CC Date: September 26, 2017
Re: Appointment of Tania Knudsen to the Bentonville Public Arts Advisory Committee

I recommend Tania Knudsen, local artist and instructor, for appointment to the City of Bentonville's Public Art Advisory Committee to fill the term vacated when Tom Hoehn was appointed to City Council.



Bob McCaslin, Mayor



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

FOR OFFICE USE ONLY	
Board / Commission / Appointed to	
Date of Appointment	
Term Expires	
Terminate	
Replaced	

APPLICANT INFORMATION

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

If married, spouse's name: _____

Home Address _____

City Bentonville Zip Code 72712

Home/Cell Phone _____

Business Phone _____

Email Address _____

Occupation Artist / Instructor

Employer Self

Length of Residency in Bentonville 1 year / Bentonville native

REFERENCES

Name _____

Phone _____

Email _____

Name _____

Phone _____

Email _____

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

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

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

see attached

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

see attached

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

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

Thank you for considering my application to serve on the Public Art Advisory Committee. Below are my responses to questions one and two.

- 1) What are your qualifications for serving on this board?
 - a. BSE in Art Education and Elementary Education, 1993
 - b. Independent Study under several nationally recognized artists
 - c. Founder, Director and art instructor of Studio 7
 - d. Professional Artist with 20 years of independent exhibitions, competitions, and sales
 - e. Art on the Creeks, founder and director
 - f. Juror of local art competitions
 - g. Previous experience serving on local art boards and organizations
- 2) Why would you like to be considered for appointment to this committee?
 - a. It has been so exciting to see the community I grew up in embrace the arts! Serving on this committee would be in alignment with my other goals both professionally and personally. I believe I can bring much to the table to share and also learn. It is my passion and mission to promote the arts for all people in Northwest Arkansas.

Tania Knudsen

Rogers, AR



Practically born with a paintbrush in her hand, Tania Knudsen has been chasing the creative life since childhood. She spent her youth playing outside, loving animals and painting in a local art studio. Not much has changed over the years-she still paints, hangs out in the studio with fun friends and firmly believes in the importance of play. Between the playing and painting Tania found time to raise two unique children, earn an art degree and start a teaching studio. She now learns from and loves her students and creates events to bring artists and the community together.

Her philosophy is this: Life and Art are adventures, and like all great journeys they are better when shared.

Tania Knudsen holds a BSE in art education and elementary education. She is founder and director of Studio 7 (a creative learning center for visual arts) and Art on the Creeks (an annual arts festival). Her work can be seen at taniaknudsen.com.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

September 26, 2017

Submitted by:

Shelli Kerr

Department

Planning Services

Phone

271-6822

ACTION REQUIRED:

The Public Art Advisory Committee is seeking approval of an ordinance to enter into an agreement with Tylur French to create two pieces of his artwork called "Bike Tower Sculpture" for placement at Bentonville's southwest and east gateways to the Bentonville Trail System and waiving the requirement of competitive bidding. The cost for each tower is \$11,480, a total cost of \$22,960. This is a budgeted item.

COST TO CITY:

Cost of this Request: \$22,960

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>9/26/2017</u>		
Requested by:	<u>Shelli Kerr, Planning Services Manager</u>		
Department:	<u>Community & Economic Development</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>public art</u>		
Year & Model:	<u>n/a</u>		
Serial #	<u>n/a</u>		
To Be Purchased From:	<u>Tylur French, artist</u>		
	<u></u>		
	<u></u>		
Amount:	Base Amount:	\$	<u>22,960.00</u>
	Tax:	\$	<u>-</u>
	*Other:	\$	<u>-</u>
	TOTAL	\$	<u>22,960.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
The purchase is two pieces of artwork designed exclusively by artist Tylur French. We request the waiver of bid in order to sanction the selection process and to facilitate the agreement with Tylur French.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-18-99			

MEMO



RE: Bike Tower Sculpture and Waiver of Competitive Bidding

To: Mayor Bob McCaslin, City Council
From: Shelli Kerr, AICP, Planning Services Manager
On behalf of: Bentonville Public Art Advisory Committee
CC date: September 26, 2017

The Bentonville Public Art Advisory Committee (PAAC) is seeking approval of an ordinance to enter into an agreement with Tylur French to create two pieces of his artwork called "Bike Tower Sculpture" for placement at Bentonville's southwest and east gateways to the Bentonville Trail System and waiving the requirement for competitive bidding.

The PAAC's Bike Tower project includes the installation of Tylur French's Bike Tower Sculptures at the gateways into the Bentonville Trail System. Phase 1, that included the green tower on the north end and the orange tower on the south end of the Razorback Greenway, were installed this spring.

The PAAC is requesting to pursue Phase 2 to install two more towers, a blue one near the Bentonville Community Center and a red one near NWACC.

The towers are between 16' and 18' in height, depending on the site. Approximately 60-90 bicycles will be used to create each tower. The base is a cylindrical sculpture with a niche on one side to house an all-weather bicycle pump and tool kit.

The cost for each tower is \$11,480, a total cost of \$22,960. The Public Art Advisory Committee has budgeted \$25,000 for public art in 2017.

**Bike Tower Sculptures
by Tylur French**



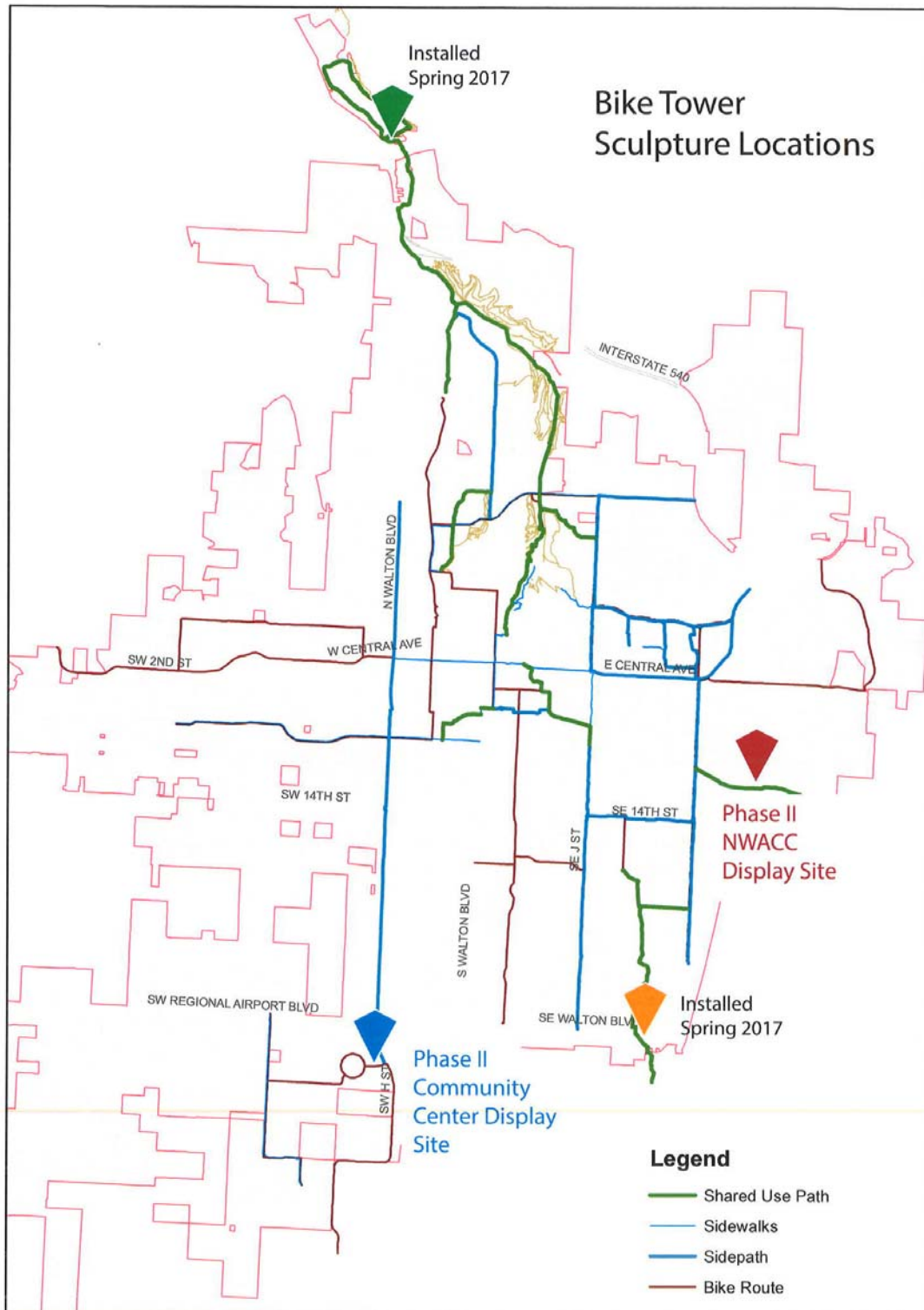


EXHIBIT A

ART DISPLAY AGREEMENT ON PUBLIC PROPERTY BIKE TOWER SCULPTURES, PHASE II

The Agreement is entered into this _____ (DATE) by and between the City of Bentonville, Arkansas (hereinafter the "City") and Tylur French (hereinafter "Artist") for Two Bike Tower Sculptures (hereinafter "Artwork") to be installed on public property, one at the intersection of SW I Street/Hwy 12 and SW 41st Street (hereinafter "Community Center Display Site") and one at the intersection of SE Eagle Way and SE NWACC Blvd (hereinafter "NWACC Display Site").

WHEREAS, the City Council of the City of Bentonville has established the importance of integrating public art into the daily lives of the citizens of Bentonville by adopting a Public Art Policy with Ordinance No. 2013 – 40 on May 14, 2013; and,

WHEREAS, the Public Art Advisory Committee selected this Artwork for the Display Sites, and,

WHEREAS, the Parks and Recreation Advisory Board and the Bentonville City Council have approved this Artwork;

NOW, THEREFORE, the City and Artist agree as follows:

1. **Installation.** The Artist agrees to install the Artwork titled "Bike Tower Sculptures" as described and shown in Exhibit "A". The Artist shall provide to the City a written description of the manner in which the Artwork will be installed, including a statement of details addressing any preparatory work which must be performed by the Artists to prepare the site.

The City shall cooperate with the Artist in the preparation of the Display Sites prior to installation. It shall be the responsibility of the City to apply for, pay for, secure and comply with the conditions and requirements of any and all costs associated with and related to the installation of the Artwork, including, but not limited to, permits that may be required by law for such installation, transportation/delivery and installation of the Artworks, including crane rental.

The installation of the Artwork shall occur after the date of this Agreement and by **March 16, 2017**.

2. **Compensation.** The City shall pay to the Artist for performance of the Work and for the Artwork as provided in this part of the Agreement; however, in no event shall the Artist be paid an amount in excess of the sum of **Twenty Two Thousand Nine Hundred Sixty Dollars (\$22,960)**. This amount shall constitute full and complete compensation for the Artist's Work and Artwork. The Artist shall be solely responsible for all expenses necessary for design and fabrication, including any cost overruns. Payments shall be made to the Artist upon his or her submission of detailed invoice to the City, according to the following schedule:
 - a. Upon execution of this Agreement, the City shall pay the Artist an amount not to exceed **Eleven Thousand Four Hundred Eighty Dollars (\$11,480)**, fifty percent (50%) of the total agreement amount;

EXHIBIT A

- b. Upon completion of the Artwork, the City shall pay the Artist an amount not to exceed Five Thousand Seven Hundred Forty (\$5,740), 25% of the total agreement amount.
 - c. Upon installation and final acceptance by the City, the City shall pay the Artist the remainder, in an amount not to exceed Five Thousand Seven Hundred Forty (\$5,740), 25% of the total agreement amount.
3. **Maintenance.** Upon installation and final acceptance by the City, at all times the maintenance of the Artwork shall be the sole responsibility of the City. Any and all costs associated with or related to the maintenance of the Artwork shall be the sole responsibility of the City.
4. **No Security; Assumption of Liability and Waiver of Damages.** Artist acknowledges and agrees that the City will not provide any security for the Artwork, and the City shall not for any reason be liable for any lost, stolen and/or damaged Artwork and/or the related materials, equipment and/or any other items associated and/or used in conjunction with the Artwork. **ARTIST HEREBY RELEASES THE CITY, ITS OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES AND WAIVES ANY AND ALL RIGHTS TO ANY AND ALL CLAIMS FOR DAMAGES, OR OTHERWISE, THAT HE/SHE MAY HAVE WITH REGARD TO LOST, STOLEN AND/OR DAMAGED ARTWORK AND/OR RELATED MATERIALS, EQUIPMENT AND/OR ANY OTHER ITEMS ASSOCIATED AND/OR USED IN CONJUNCTION WITH THE ARTWORK AND/OR DISPLAY SITE.**
5. **Insurance.** Prior to the installation of the Artwork, the Artist shall procure and maintain such comprehensive general liability insurance as will protect the Parties, and each of their respective officers, agents, employees and subcontractors performing any of the work covered by this Agreement, from claims of damages for personal injury including accidental death, as well as from claims of property damages, which may arise from operations or work under this Agreement, whether such operations or work be by any of the Parties, or any of their respective officers, agents, employees or subcontractors performing any of the work during the life of this Agreement. The Artist understands that the City will not insure the Artwork and that the Artist bears the risk of any loss or damage to the Artwork. The insurance policy procured shall name the City as an additional insured party and shall require a thirty-day cancellation notice.
6. **Photographic Rights.** Artist hereby grants permission to the City to photograph and/or videotape and/or to authorize others to photograph and/or videotape the Artwork for any non-commercial use, including but not limited to, installation documentation, publicity of the Artwork, record keeping and additional non-commercial purposes such as among others, educational, public relations and promotion of the arts.
7. **Termination/Waiver of Damages.** This Agreement may, at any time, be terminated for any reason or no reason at all. Should the City terminate this Agreement, **ARTIST HEREBY RELEASES THE CITY, ITS OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES AND WAIVES ANY AND ALL RIGHTS TO ANY AND ALL CLAIMS FOR DAMAGES, OR OTHERWISE, HE/SHE MAY HAVE WITH REGARD TO THE CITY'S TERMINATION OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, AND ACTUAL AND/OR CONSEQUENTIAL DAMAGES.**
8. **Indemnification.** **ARTIST SHALL DEFEND, INDEMNIFY, SAVE HARMLESS, AND EXEMPT THE CITY, ITS OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES FROM AND AGAINST ALL LAWSUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES AND**

EXHIBIT A

ATTORNEYS' FEES INCIDENT TO THE OBLIGATIONS AND PROVISIONS OF THIS AGREEMENT, THE VIEWING OF ARTWORK BY THE PUBLIC OR ANY LEGAL CLAIMS OR ACTIONS ARISING OUT OF A NEGLIGENT ACT OR OMISSION OF THE CITY, THEIR RESPECTIVE OWNERS, OFFICERS, PARTNERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, VOLUNTEERS AND/OR EMPLOYEES. This Paragraph shall survive the termination of this Agreement.

9. Governing Jurisdiction. This Agreement is governed by the laws of the State of Arkansas.

10. Default. In the event the Artist fails to comply with any of the provisions of this Agreement, the City shall have the following remedies, in addition to the City's other rights and remedies:

- a. To immediately terminate this Agreement without any liability to the City as previously provided herein; and/or
- b. To require the immediate cessation of the set-up, operation and/or removal of the Artwork.

11. Miscellaneous Provisions.

- a. **No third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- b. **Assignment.** This Agreement is not assignable without the prior written consent of the City.
- c. **Notices.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by electronic mail, depositing same in the United States Mail, addressed to the party to be notified or by delivering the same in person to such party via a hand-deliver service. For purposes of notice, the addresses of the parties shall be as follows:

If to Artist, to:
Tylur French
Youngblood Studio, LLC
2241 Tuitt Street
Memphis, TN 38114
tylur@youngbloodstudiollc.com

If to the City, to:
Shelli Kerr, AICP
City of Bentonville
305 SW A Street
Bentonville, AR 72712
skerr@bentonvillear.com

- d. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the mutual written agreement of the parties hereto.
- e. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original. A separate signature will be deemed to constitute an original if properly executed.

EXHIBIT A

- f. **Authority to Execute.** The individuals executing this Agreement on behalf of the respective parties below represent to each other that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- g. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed herein.
- h. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

ARTIST:

Artist

Date

CITY OF BENTONVILLE (city):

Bob McCaslin, Mayor
City of Bentonville, Arkansas

Date

APPROVED AS TO FORM AND LEGALITY:

Camille Thompson, Bentonville Staff Attorney

Date

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH ARTIST TYLUR FRENCH FOR THE DESIGN AND FABRICATION OF TWO ART PIECES TITLED "BIKE TOWER SCULPTURE" FOR PHASE II OF THE PUBLIC ART ADVISORY COMMITTEE'S BIKE TOWER PROJECT AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1. That the Mayor and Clerk be and are hereby authorized to enter into an agreement with artist Tylur French to design and fabricate two art pieces titled "Bike Tower Sculpture" at a cost of \$11,480 each, a total of \$22,960, as set forth in the agreement attached hereto as Exhibit "A."

Section 2. Because the artwork is an original design by artist Tylur French, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2017.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



September 21, 2017

To: City Council Members & City Clerk
From: Mayor Bob McCaslin
Subject: Reappointment of Rick Simmons to the City of Bentonville's
Airport Advisory Board.

I recommend Rick Simmons for reappointment to the City of Bentonville's Airport Advisory Board. Mr. Simmons' term will expire on September 27, 2020.

A handwritten signature in blue ink, appearing to be 'BMc', is positioned above the name 'Bob McCaslin'.

Bob McCaslin

From: Rick Simmons
Sent: Thursday, September 21, 2017 3:04 PM
To: Janice E. Hopkins
Subject: Re: Letter for Reappointment

Janice,

I would like to continue serving my community (City of Bentonville)
as a member of the Airport Advisory Board.

Sincerely,

Rick Simmons



September 21, 2017

To: City Council Members & City Clerk
From: Mayor Bob McCaslin
Subject: Appointment of Mike Frost to the City of Bentonville's Airport
Advisory Board.

I recommend Mike Frost for appointment to the City of Bentonville's Airport
Advisory Board. Mr. Frost's term will expire on September 27, 2020.


Bob McCaslin



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

FOR OFFICE USE ONLY

Board / Commission Appointed to:

Date of Appointment:

Term Expires:

Terminate:

Replaced:

APPLICANT INFORMATION

Name Mike K. Frost

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

If married, spouse's name: Carole T

Home Address [Redacted]

City Bentonville Zip Code 72712

Home/Cell Phone [Redacted]

Business Phone [Redacted]

Email Address [Redacted]

Occupation V.P. Retail Operations

Employer Premier Concepts

Length of Residency in Bentonville 16+ yrs

REFERENCES

Name Charles Hoffman

Phone [Redacted]

Email [Redacted]

Name Joe Felton

Phone [Redacted]

Email [Redacted]

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

- ☐ Advertising & Promotion Commission
- ☒ Airport Advisory Board
- ☐ Bentonville Facility Board
- ☐ Board of Adjustment
- ☐ Bentonville Housing Authority
- ☐ Criminal Nuisance Abatement Board

- ☐ Library Advisory Board
- ☐ Ozark Regional Transit Authority (Bentonville representative)
- ☐ Parks & Recreation Advisory Board
- ☐ Planning Commission
- ☐ Public Art Advisory Committee
- ☐ Tree & Landscape Advisory Committee

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

Long time Bentonville resident that would like to provide a citizen's input to decisions involving the airport. Have 2 master's degrees - Education and Business.

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

After living in other major cities and now living in Bentonville for 16 years, would like to provide a citizen's input for the airport using my experience from the other locations where we have lived.

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

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



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

AGENDA FORM

CITY COUNCIL MEETING OF:

September 26, 2017

Submitted by:

Denise Land

Department

Administration

Phone

271-3118

ACTION REQUIRED:

Adopt resolution certifying the rate of taxation levied on real and personal property in the City of Bentonville. This resolution is required by the Quorum Court and County Clerk in order to facilitate the millage levy to be collected in 2018.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A PROPERTY TAX LEVY
FOR THE CITY OF BENTONVILLE, ARKANSAS FOR THE
YEAR 2017 TO BE COLLECTED IN THE YEAR 2018.**

WHEREAS, Arkansas Code Annotated §26-25-102 provides that a city may levy a tax on the real and personal property located within the city for general purposes, in any one year, pursuant to the provisions of the Arkansas Constitution; and

WHEREAS, Arkansas Code Annotated §26-73-202 requires the city council of any municipal corporation to make out and certify to the county clerk the rate of taxation levied by the city on all the real and personal property within the city; and

WHEREAS, the City Council has determined that it is in the best interests of the City of Bentonville and its citizens to levy the rate of taxation on the real and personal property located within the said city as set forth herein, and to certify the same to the County Clerk, and authorize the Quorum Court of the County to levy said tax for the year 2017, to be collected in 2018.

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

Section 1. That the property tax rate for the City General purposes on the real and personal property situated within the City and to be collected in the year 2018 shall be fixed and levied at the rate of 5.0 mills on each dollar of assessed value of real and personal property.

Section 2. The property tax for Fireman's Pension purposes for the City on real and personal property situated within the City to be collected in the year 2018 shall be fixed and levied at the rate of .5 mills on each dollar of assessed value of real and personal property.

Section 3. The rate of taxation levied herein on the real and personal property within the city/town shall, by this Resolution, be certified to the County Clerk to be placed upon the tax books and collected in the same manner that the state and county taxes are collected.

Section 4. The Quorum Court of Benton County, Arkansas is authorized to levy the said tax as set forth herein for real and personal property located within the City of Bentonville for the year 2017, at its regular meeting in November according to law.

PASSED and APPROVED this _____ day of _____, 2017.

APPROVED:

Bob McCaslin, Mayor

ATTEST:

Linda Spence, City Clerk



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

AGENDA FORM

CITY COUNCIL MEETING OF:

September 26, 2017

Submitted by:

Dennis Birge

Department

Transportation

Phone

271-6840

ACTION REQUIRED:

Staff recommends City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with Black Hills Energy, for the relocation of gas utilities at S.E. 8th Street/ S.E. J Street intersection. Relocation of the utility is required for the construction of the pedestrian tunnel.

COST TO CITY:

Cost of this Request: \$143,147

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



Memorandum



To: City Council, Mayor McCaslin

From: Dennis Birge, Transportation Engineer

Date: Friday, September 15, 2017

Re: Agreement with Black Hills Energy, 8th Street Tunnel Utility Relocation

Staff recommends City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with Black Hills Energy, for the relocation of gas utilities at S.E. 8th Street and S.E. J street intersection. The relocation of this gas utility is necessary to complete the construction of the pedestrian tunnel at this location. This agreement would be funded by the recently approved NWA Trailblazers donation of \$576,505.00.

Thank you for your consideration of this request.



**UTILITY WORK AGREEMENT
(MUNICIPALITY)**

Municipality: City Of Bentonville, Arkansas
Municipality's Address: 117 W. Central Ave.
Job Location: SE 8th and SE J St. walking tunnels.

This Utility Work Agreement ("Agreement") is made and entered into this ____ day of ____, ____, by and between City Of Bentonville, Arkansas (hereinafter referred to as "Municipality"), and Black Hills Energy Arkansas, Inc. d/b/a/ Black Hills Energy (hereinafter referred to as "BHE").

WHEREAS, Municipality proposes to make certain improvements at the location designated above, and as a result of such improvements, BHE must adjust, enhance, locate, observe, and/or relocate certain of its existing facilities, or construct additional facilities; and

WHEREAS, in connection with Municipality's proposed improvements, Municipality wishes BHE to do the following:

Replace and re-route existing 6-inch high pressure steel transmission line with a 6-inch high pressure steel transmission line, beginning at the southeast corner of the intersection between SE J and SE 8th St., then extending east 250 feet, then extending north 130 feet, then extending back west for 220 feet, tying back into the existing transmission line. Also, replace and re-route an existing 2" high pressure steel distribution line with a 2" high pressure steel distribution line beginning 225 feet north of the same intersection on the east side of SE J St., then extending west 125 feet, then south for 180 feet.

(hereinafter referred to as the "Work"); and

WHEREAS, such Work is shown in detail in BHE's plans, sketches, estimate of cost, and specifications (when applicable), which are attached to this Agreement and made a part hereof; and

WHEREAS, Municipality agrees to pay for the cost of such Work to the extent herein agreed upon.



NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND OTHER VALUABLE CONSIDERATION HEREIN ACKNOWLEDGED, MUNICIPALITY AND BHE AGREE AS FOLLOWS:

1. Where applicable hereunder by reason of new utility occupancy or crossing of Municipality's property, Municipality hereby grants to BHE an easement or license to install and operate utility facilities on or across Municipality's property as shown on the approved plans or sketch maps attached hereto and made a part hereof. In addition, prior to BHE beginning the Work, Municipality will, at no cost to BHE, furnish BHE with all permits necessary for BHE to carry out the Work.

2. Where applicable hereunder by reason of new construction on existing utility rights of way, BHE hereby grants to Municipality the right to use for Municipality's purposes the lands within the limits of the improvement project limits on or across which BHE holds a valid property interest antedating Municipality's rights which were subsequently acquired in the same lands, and which property rights BHE shall retain so long as BHE, its successors or assigns continues such use and occupancy and does not abandon, and thereby release, such property interest to Municipality through removal of facilities in performing the Work or by subsequent removal of facilities for BHE's convenience; and Municipality hereby agrees that BHE, by granting said right and by said continued joint use and occupancy, does not waive any future claim for reimbursement for any costs as may be eligible for reimbursement by reason of such prior property interest, nor does BHE waive any other legal or property right held under the laws or Constitution of the State of Arkansas or the United States.

3. In the event that future construction, reconstruction, expansion, relocation, rehabilitation, betterment, maintenance, or other work on the facilities owned and operated by either Municipality or BHE in the area jointly occupied or used under either or both Paragraphs 1 or 2 of this Agreement will disturb, detrimentally affect, interfere, or be inconvenient to the facilities or responsibilities of either party, the parties hereto shall reach agreement in writing as to locations, extent, and methods of such work before the work is undertaken. In a case of emergency, and where immediate action is necessary for the protection of the public and to minimize damage to or loss of investment in the property of Municipality or of BHE, either party hereto may, at its own responsibility and risk, make any necessary emergency repairs, and shall notify the other party hereto of such action as soon as practicable.



4. The estimated cost of the Work is **\$143,146.83**. After it has completed the Work, BHE will bill Municipality for the actual cost of the Work. Municipality shall pay such invoice within 30 days of Municipality's receipt of the invoice.

5. BHE will perform the Work, as described on the first page of this Agreement. BHE will endeavor to perform the Work within a reasonable time period, subject to applicable laws, rules and regulations of governmental authorities, and subject to any delay occasioned by lack of right of way, availability of materials and supplies, force majeure or events or conditions of whatsoever nature reasonably beyond BHE' control, and further conditioned upon the receipt of all required approvals and consents in form and substance acceptable to BHE. BHE shall not be obligated to commence the Work unless and until, at no cost to BHE, all necessary easements and rights of way have been executed, acknowledged and delivered to BHE in a form acceptable to BHE.

6. Title to and ownership of facilities which are the subject of the Work shall forever be and remain exclusively and unconditionally vested in BHE. Municipality understands, acknowledges and agrees that Municipality shall have no title to, interest in, or ownership of those facilities.

7. It is mutually agreed by the parties hereto that the provisions of this Agreement pertaining to property rights, right of way occupancy permission, access for servicing when applicable, and joint use of rights of way shall continue in full force and effect from the date of this Agreement, and shall be perpetually binding upon each party, and its representatives, successors and assigns.

8. Municipality and BHE acknowledge that there are no agreements or understandings, either written or oral, between the parties related to the Work, other than as set forth in this Agreement, and that this Agreement (including any attachments hereto) contains the entire agreement between the parties regarding the Work.

9. This Agreement shall be governed in accordance with the laws of the State of Arkansas, the rules and regulations of the Arkansas Public Service Commission, and the Tariff of BHE. In the event of a conflict between this Agreement and any such laws, rules, regulations or Tariff, such laws, rules, regulations or Tariff shall control.



10. In the event BHE is required to initiate litigation to enforce the terms and conditions of this Agreement, then BHE shall have the right to recover from Municipality BHE' costs and expenses of such litigation, including reasonable attorney fees.

11. Municipality acknowledges that it has been afforded an opportunity to have its attorney review and explain the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives on the date stated above.

BLACK HILLS ENERGY ARKANSAS, INC. City of Bentonville, Arkansas

[Redacted signature block]

Todd Jacobs

y: _____

Its: Vice President--Arkansas Operations

Its: _____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
BLACK HILLS ENERGY FOR THE RELOCATION OF
GAS UTILITIES.**

**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 Black Hills Energy for the relocation of gas utilities from the intersection of S.E. 8th Street and S.E. "J" Street due to the construction of a pedestrian tunnel at that location, 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 #	
Budget Adjustment		
Change Order		
Informational		
Ordinance		
X Resolution		
Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

September 26, 2017

Submitted by:

Dennis Birge

Department

Transportation

Phone

271-6840

ACTION REQUIRED:

Staff recommends City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an amended agreement with Garver, LLC., for additional design regarding the signalized dual right turn at the Hwy 12 and Hwy 71B (S. Walton Blvd.) intersection. This will be an addition of \$31,850 that will be reimbursed by ArDOT and increase the original agreement total to \$988,265.94.

COST TO CITY:

Cost of this Request: \$31,850.00

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memorandum



To: City Council, Mayor McCaslin
From: Dennis Birge, Transportation Engineer
Date: Monday, September 18, 2017
Re: Agreement with Garver, LLC, ArDOT Job 090251 additional design

Staff recommends City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with Garver, LLC., for the additional design required to add an extra east bond turn lane at the intersection of Hwy 12 and Hwy 71B (S. Walton Blvd.). This agreement is to be reimbursed by the Arkansas Highway and Transportation Department in full. The additional cost to be reimbursed is \$31,850.

Please see the attached letter from ArDOT dated July 18, 2017, and the attached conceptual intersection layout.

Thank you for your consideration of this request.

ARKANSAS STATE HIGHWAY
AND
TRANSPORTATION DEPARTMENT

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



P.O. Box 2261
Little Rock, Arkansas 72203-2261
Telefax (501) 569-2400
www.arkansashighways.com

July 18, 2017

Mr. Dennis Birge
Transportation Engineer
City of Bentonville
117 W. Central Avenue
Bentonville, AR 72712

Re: Job 090251, Hwy. 71B-Shell Rd.
(Hwy. 12) (Bentonville) (S)

Dear Mr. Birge:

Reference is made to your recent letter regarding signalization of the right turn movement to the eastbound approach of Highway 12 at the intersection with Highway 71B (Walton Boulevard).

After reviewing the City's request, the Department agrees to signalize the right turn as requested. The City should pay Garver directly for redesign, then submit a request for reimbursement for these costs to the Department.

Again, we appreciate the City's willingness to partner with us to widen Highway 12. Should you have any questions or comments, please advise.

Sincerely,



Kevin Thornton
Assistant Chief Engineer – Planning

c: Assistant Chief Engineer – Design
Program Management
Roadway Design
Consultant Contracts
District 9
Resident Engineer #94
Job 090251 'B' File

**Supplemental Agreement No. 3
ArDOT Job No. 090251
Hwy. 71B-Shell Rd. (Hwy. 12)(Bentonville) P.E.**

Date: _____

WHEREAS, the City of Bentonville and Garver, LLC (formerly DBA Garver Engineers, LLC) entered into an Agreement for Engineering Services on March 11, 2009; and,

WHEREAS, Garver, LLC has previously completed the design of the Highway 12 Improvements and the project construction has recently been completed by the Arkansas Department of Transportation (ArDOT), and,

WHEREAS, the City of Bentonville and ArDOT desires to add a signalized dual right turn lane to the east bound approach of Highway 12 at the intersection with Arkansas Highway 71 (Walton Boulevard), and,

WHEREAS, ArDOT has provided the City of Bentonville with a concept drawing that depicts the roadway and signalized improvements to be designed for construction, and,

WHEREAS, the City of Bentonville desires to make plan revisions expediently in order for the additional work to be added to on-going ArDOT projects,

WHEREAS, the City of Bentonville desires for Garver, LLC to include supplemental services to provide design services for these additional improvements,

NOW THEREFORE, the following modifications will be made to the Agreement to include the described additional items of work:

MODIFICATIONS:

1. The "Contract Ceiling Price" (Section 1.2) is increased by \$31,850.00 from \$956,415.94 to \$988,265.94.
2. The "Title II Services Ceiling Price" (Section 1.15) is increased by \$31,850.00 from \$50,400.00 to \$82,250.00.
3. See Attachment A for modifications to Section 3.2 SCHEDULE OF SALARY RATES, SECTION 9 TITLE II SERVICES TO BE PROVIDED BY CONSULTANT, and SECTION 13 DELIVERABLES.
4. See Attachment B for additions to Appendix A – Justification of fees and costs.

IN WITNESS WHEREOF, the parties execute this Supplemental Agreement No. 3, to be effective upon the date set out above.

GARVER, LLC



Senior Project Manager

CITY OF BENTONVILLE

BY: _____
Mayor

ATTACHMENT A - SUPPLEMENTAL SCOPE OF SERVICES

3.2. *Salaries.* The following schedule covers the classification of personnel and the salary ranges for all personnel anticipated to be assigned to this project by the Consultant:

3.2.1. SCHEDULE OF SALARY RANGES

		Minimum	Maximum
Billing Classification	Title	Hourly	Hourly
Engineer E6	Senior Project Manager	\$68.00	\$88.00
Engineer E5	Senior Project Manager	\$56.00	\$72.00
Engineer E4	Project Manager	\$48.00	\$60.00
Engineer E3	Project Manager	\$41.00	\$52.00
Engineer E2	Project Engineer	\$30.00	\$41.00
Engineer E1	Project Engineer	\$28.00	\$36.00
Designer D2	Senior Designer	\$28.00	\$40.00
Designer D1	Designer/Environmental Specialist	\$23.00	\$34.00
Technician T2	Senior Technician	\$22.00	\$34.00
Technician T1	Technician / Draftsman	\$16.00	\$28.00
Surveyor S5	Senior Project Surveyor	\$41.00	\$53.00
Surveyor S4	Project Surveyor	\$30.00	\$40.00
Surveyor S3	Party Chief	\$19.00	\$29.00
Surveyor S2	Instrument Man	\$16.00	\$22.00
Surveyor S1	Rodman	\$13.00	\$18.00
Construction Observer C2	Senior Construction Observer	\$29.00	\$40.00
Construction Observer C1	Construction Observer	\$21.00	\$32.00
Administrative A3	Director of Administration	\$26.00	\$38.00
Administrative A2	Finance Administrator	\$18.00	\$29.00
Administrative A1	Administrative Assistant	\$14.00	\$21.00

9. TITLE II SERVICES TO BE PROVIDED BY CONSULTANT

The Consultant will be responsible for providing the following supplemental services:

1. Design dual right turn lanes to the east bound lanes for Highway 12 at the intersection with Highway 71 including curb & gutter and underground drainage in accordance with the concept drawing provided by the Arkansas Department of Transportation (ArDOT).
2. Design traffic signalization for the dual right turn lanes and new pedestrian signals as depicted on the concept drawing provided by ArDOT.
3. Provide topographical surveys and locate marked utilities to supplement the previous survey for the additional improvements.
4. Revise the Pavement Marking Sheets to reflect the additional improvements.
5. Revise the Erosion Control Plan Sheets to reflect the additional improvements.
6. Revise the Quantity Sheets to match plan revisions.
7. Stamp and sign all sheets.
8. Resubmit hard copies of the new plan sheets to the City of Bentonville and the ArDOT.
Provide digital copies as requested.

13. DELIVERABLES

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

1. Three (3) hard copy of the new final construction sheets.
2. Electronic Files as requested.

Extra Work

The following items are not included under this supplemental agreement but will be considered as extra work:

1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Right-of-Way Acquisition Documents.
3. Establishment of existing right-of-way.
4. Traffic Studies.
5. Design of improvements to Highway 71 except for pavement markings and signalization.
6. Design of pavement.
7. Submittals or deliverables in addition to those listed herein.
8. Construction observation and administration.

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

SUPPLEMENTAL NO. 3 - ATTACHMENT B

CITY OF BENTONVILLE HIGHWAY 12 - SHELL ROAD TO WALTON BLVD.

FEE SUMMARY

Title I Services	Estimated Fees
Drainage Study	\$0.00
Conceptual Design	\$0.00
Preliminary Design	\$0.00
Final Design	\$0.00
Property Acquisition Documents	\$0.00
Bidding Services	\$0.00
Subtotal for Title I Services	\$0.00
Title II Services	
Utility Marking	\$200.00
Surveying - Additional Services	\$3,150.25
Signalization Design	\$14,049.75
Roadway Final Design	\$14,450.00
Construction Phase Services	\$0.00
Subtotal for Title II Services	\$31,850.00
Total Supplemental No. 3	\$31,850.00

SUPPLEMENTAL NO. 3 - ATTACHMENT B**CITY OF BENTONVILLE
HIGHWAY 12 - SHELL ROAD TO WALTON BLVD.****SURVEYS - SUPPLEMENTAL**

WORK TASK DESCRIPTION	S-5	S-4	S-3	S-2	S-1	E-2	T-1
	\$51.00	\$38.00	\$27.00	\$20.00	\$15.00	\$39.00	\$24.50
	hr	hr	hr	hr	hr	hr	hr
1. Surveys - Topographic							
Topographic Surveys / Utility Locates	1			16	16		
Data Processing/DTM Preparation		6				2	
Subtotal - Surveying	1	6	0	16	16	2	0
2. Surveys - Property							
Property Surveys							
Data Processing							
Subtotal - Surveying	0	0	0	0	0	0	0

Hours	1	6	0	16	16	2	0
Salary Costs	\$51.00	\$228.00	\$0.00	\$320.00	\$240.00	\$78.00	\$0.00

SUBTOTAL - SALARIES: \$917.00

TITLE II MULTIPLIER (3.25) \$2,980.25

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$65.00
Postage/Freight/Courier	\$0.00
Survey Supplies	\$5.00
Travel Costs	\$100.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$170.00

SUBTOTAL: \$3,150.25

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$3,150.25

SUPPLEMENTAL NO. 3 - ATTACHMENT B

**CITY OF BENTONVILLE
HIGHWAY 12 - SHELL ROAD TO WALTON BLVD.**

TITLE II - SIGNALIZATION DESIGN

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-2
	\$84.00	\$68.00	\$55.00	\$47.00	\$39.00	\$34.00	\$31.00
	hr	hr	hr	hr	hr	hr	hr
1. 60% Plan Submittal							
Signalization Layout and Details					12	16	
Wheelchair Ramp Improvements					12	4	
Permanent Pavement Marking Details					4	4	
Plan Check	2	2					
Plan Submittal and Corrections					5	6	
Subtotal - 60% Submittal	2	2	0	0	33	30	0
2. 90% Plan Submittal							
Final Signal Plans					4	6	
Wheelchair Ramp Improvements					6	2	
Permanent Pavement Marking Details					1	1	
Quantity Calculations					2	2	
Special Provisions		1			1		
Plan Check	1	1					
Plan Submittal and Corrections							
Subtotal - 90% Submittal	1	2	0	0	14	11	0
3. 100% Plan Submittal							
Plan Check	2	1			2		
Final Plans Submittal (Signed and Sealed)	2				2		
Subtotal - 100% Plans	4	1	0	0	4	0	0
Hours	7	5	0	0	51	41	0
Salary Costs	\$588.00	\$340.00	\$0.00	\$0.00	\$1,989.00	\$1,394.00	\$0.00

SUBTOTAL - SALARIES: \$4,311.00

TITLE II MULTIPLIER (3.25) \$14,010.75

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly \$39.00
Postage/Freight/Courier \$0.00
Travel Costs \$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$39.00

SUBTOTAL: \$14,049.75

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$14,049.75

SUPPLEMENTAL NO. 3 - ATTACHMENT B

**CITY OF BENTONVILLE
HIGHWAY 12 - SHELL ROAD TO WALTON BLVD.**

TITLE II - ROADWAY DESIGN

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	\$84.00	\$68.00	\$55.00	\$47.00	\$39.00	\$34.00	\$24.50
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Final Plans							
Typical Section				2		6	
Plan & Profile Sheet Revisions	2			8		16	4
Maintenance of Traffic Plan Revisions				2		4	
Drainage Computations and Design				2		4	
Temporary Erosion Control Plan Revisions				2		6	
Plan				6		12	
Comments	1			4		8	
Coordination and Meetings with Owner/ArDOT	4			4			
QA/QC	2			4			
Subtotal - Civil Engineering	9	0	0	34	0	56	4

Hours	9	0	0	34	0	56	4
--------------	----------	----------	----------	-----------	----------	-----------	----------

Salary Costs	\$756.00	\$0.00	\$0.00	\$1,598.00	\$0.00	\$1,904.00	\$98.00
---------------------	-----------------	---------------	---------------	-------------------	---------------	-------------------	----------------

SUBTOTAL - SALARIES: \$4,356.00

TITLE II MULTIPLIER (3.25) \$14,157.00

DIRECT NON-LABOR EXPENSES

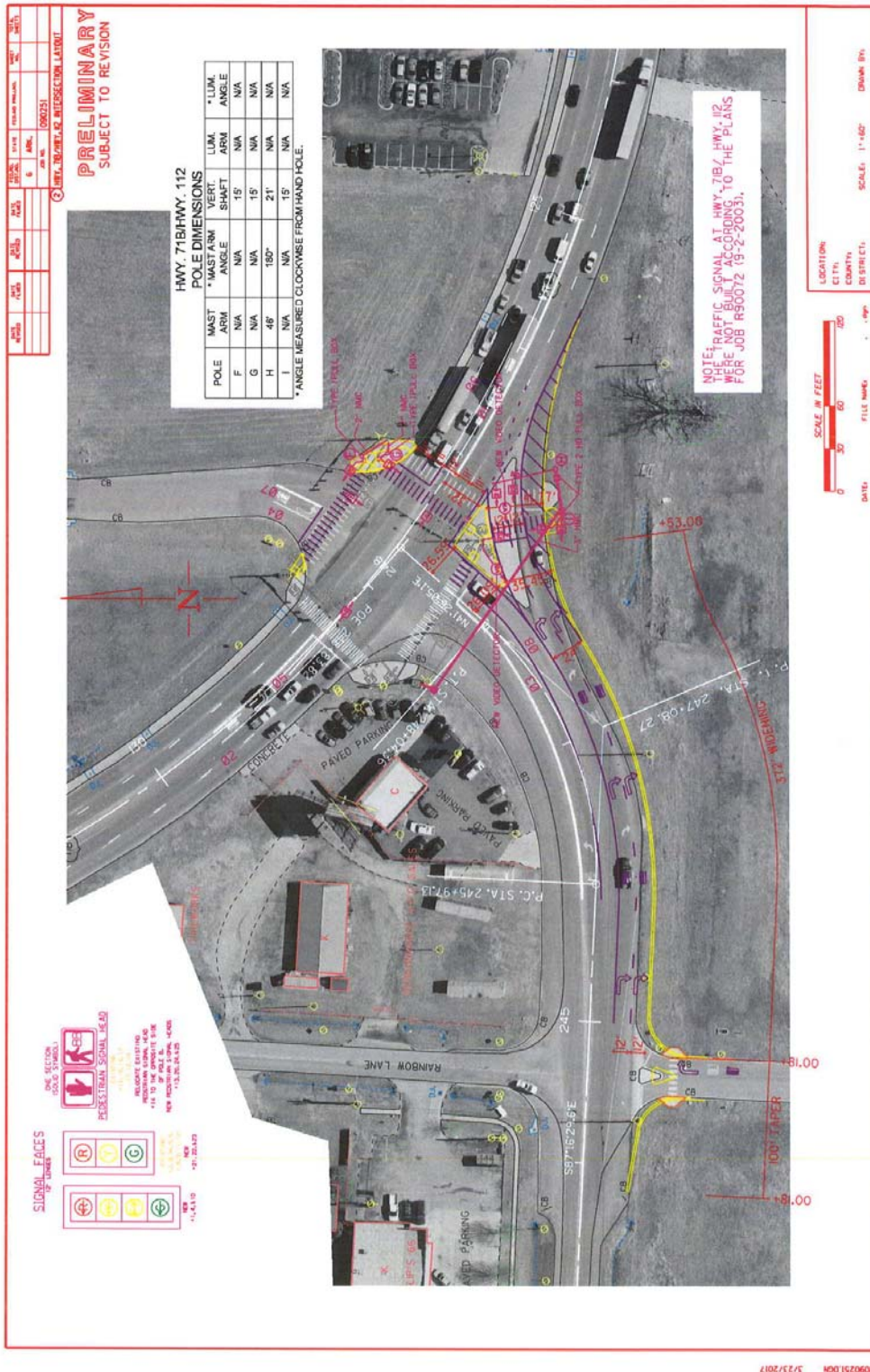
Document Printing/Reproduction/Assembly	\$120.00
Postage/Freight/Courier	\$20.00
Travel Costs	\$153.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$293.00

SUBTOTAL: \$14,450.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$14,450.00



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AMENDMENT TO THE EXISTING CONTRACT WITH GARVER ENGINEERS FOR ADDITIONAL SERVICES RELATED TO THE SIGNALIZED DUAL RIGHT TURN PROJECT AT THE HIGHWAY 12 AND HIGHWAY 71 B INTERSECTION.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an amendment to the existing contract with Garver Engineers for additional services related to the signalized dual right turn at the Hwy 12 and Hwy 71B intersection as set forth in the amendment attached hereto as Exhibit "A".

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

PASSED and APPROVED this ____ day of _____, 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:

September 26, 2017

Submitted by:

Dennis Birge

Department

Transportation

Phone

271-6840

ACTION REQUIRED:

City Council approval of a budget adjustment to allow for additional design regarding the signalized dual right turn at the Hwy 12 and Hwy 71B (S. Walton Blvd.) intersection. This will be an addition of \$31,850 that will be reimbursed by ArDOT.

COST TO CITY:

Cost of this Request: \$31,850.00

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	956,416
Funds Expended to Date		933,084
Remaining Budget		23,332
Budget Adjustment		31,850
Remaining After Adjustment	\$	55,182

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





Date of Request: September 17, 2017

Justification:

Budget adjustment for the design of the signalized dual right turn that was not part of the original agreement and accepting additional reimbursement from Arkansas Transportation and Highway Department once completed.

FOR ACTING USE ONLY

Council Action: Approved Disapproved Other _____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

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



PLEASE RECYCLE





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

AGENDA FORM

CITY COUNCIL MEETING OF:

September 26, 2017

Submitted by:

Dennis Birge

Department

Transportation

Phone

271-6840

ACTION REQUIRED:

Staff recommends City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with AT&T, for the relocation of communications cable utilities at S.E. 8th Street/ S.E. J Street intersection. Relocation of the utility is required for the construction of the pedestrian tunnel.

COST TO CITY:

Cost of this Request: \$250,000

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



Memorandum

To: City Council, Mayor McCaslin
From: Dennis Birge, Transportation Engineer
Date: Wednesday, September 20, 2017
Re: Agreement with AT&T, 8th Street Tunnel Utility Relocation



Staff recommends City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with AT&T, for the relocation of communications cable utilities at S.E. 8th Street and S.E. J street intersection. The relocation of this cable utility is necessary to complete the construction of the pedestrian tunnel at this location. This agreement would be funded by the recently approved NWA Trailblazers donation of \$576,505.

Thank you for your consideration of this request.

REIMBURSEMENT AGREEMENT

This AGREEMENT made this ____ day of September, 2017 by and between Teleport Communications America, LLC, on behalf of itself and its affiliated companies, which has a place of business at One AT&T Way, Bedminster, NJ 07921 ("AT&T") and The City of Bentonville, AR, which has a place of business at 305 SW A Street, Bentonville, AR 72712 ("Developer").

WITNESSETH:

WHEREAS, Developer will reimburse AT&T for AT&T's cost of protecting, relocating and/or lowering a section of the AT&T Fiber Optic Cable in portions of Walmart Data Center, Bentonville, AR (the "Cable");

NOW THEREFORE, the parties agree as follows:

1. AT&T will provide engineering, plant protection, labor, materials, and supervision necessary to protect, relocate and/or lower the Cable, as deemed necessary in AT&T's sole judgment (the "Work"). The Work is more particularly described in attached Exhibit A. The starting date will be set by the parties so that the Work can be completed as expeditiously as practicable.
2. Developer shall pay AT&T a one-time charge of Two Hundred and Fifty Thousand Dollars (\$250,000.00) for the Work, as shown on attached Exhibit B. The cost shall be paid by Developer upon execution of this Agreement.
3. Developer agrees to exercise all due caution while working near the Cable, in order to prevent damage to the Cable. Developer agrees:
 - (a) to notify AT&T by telephone at 1-800 252-1133 at least forty-eight (48) hours prior to performing any construction, demolition or repairs at the Cable location;
 - (b) not to use at the Cable location any tool, equipment, or the machinery capable of being operated within eighteen (18) inches on each side of the Cable;
 - (c) to perform construction, demolition, repair, modifications, additions and any other activities in compliance with all applicable laws and regulations and in a manner that does not interfere with the operations of AT&T; and
 - (d) not to work at the Cable location without AT&T's prior authorization and AT&T's On-Site Work Force personnel being present during the work.

4. Without waiving immunity pursuant to law, Developer (the "Indemnifying Party") shall indemnify, defend and hold harmless AT&T (the "Indemnified Party") from and against any and all claims, demands, actions, losses, damages, assessments, charges, judgments, liabilities, costs and expenses (including reasonable attorneys' fees and disbursements) that may from time to time be asserted by third parties against the Indemnified Party because of any personal injury, including death, to any person or loss of, physical damage to or loss of use of real or tangible personal property, to the extent caused by the negligence or misconduct of the Indemnifying Party, its agents, employees or contractors. For purposes of indemnifications set forth in this Agreement, "Indemnified Party" means AT&T, its affiliates, subsidiaries, parent, successors and assigns and its and their employees, directors, officers, agents, contractors and subcontractors. The Indemnified Party:

4.1 shall notify the Indemnifying Party in writing promptly upon learning of any claim or suit for which indemnification may be sought, provided that failure to do so shall have no effect except to the extent the Indemnifying Party is prejudiced thereby;

4.2 shall have the right to participate in such defense or settlement with its own counsel and at its own expense, but the Indemnifying Party shall have control of this defense or settlement; and

4.3 shall reasonably cooperate with the defense.

5. AT&T MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, EXCEPT AS PROVIDED IN SECTION 4, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES, OR CLAIMS OF CUSTOMERS OR OF OTHER THIRD PARTIES, OCCASIONED BY ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

7. Insurance

- a. With respect to each party's, AT&T and Developer, performance under this Agreement, and in addition to each party's, AT&T and Developer, obligations to indemnify, AT&T and Developer shall:
 - i. maintain the minimum insurance coverages and limits required by this Section and any additional insurance and/or bonds required by law.

1. at all times during the term of this Agreement and until completion of all Work associated with this Agreement, whichever is later; and
 2. with respect to any coverage maintained in a "claims-made" policy, for two (2) years thereafter;
- ii. require each subcontractor that may perform Work under this Agreement or enter upon the Work site to maintain the same coverages and limits listed in this Section from the time when the subcontractor begins Work, throughout the term of the subcontractor's Work and, with respect to any coverage maintained on a "claims-made" policy, for two (2) years thereafter;
 - iii. procure the required insurance from an insurance company eligible to do business in the State where Work will be performed and having and maintaining a Financial Strength Rating of "A" or better and a Financial Size Category of "VIII" or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, except that, in the case of **Workers' Compensation** insurance, AT&T and Developer may procure insurance from the state fund of the state where Work is to be performed; and
 - iv. deliver to the other party, AT&T or Developer, certificates of insurance

stating the types of insurance and policy limits, with a cancellation clause amended to read as follows: "The issuing company will endeavor to provide at least 30 days advance written notice of cancellation or non-renewal to the certificate holder". AT&T and Developer shall deliver such certificates:

1. prior to commencement of any Work;
2. prior to expiration of any insurance policy required in this Section; and
3. for any coverage maintained on a "claims-made" policy, for two years following the term of this Agreement or completion of all Work associated with this Agreement, whichever is later.

b. The insurance coverage required by this Section includes:

- i. **Workers' Compensation** insurance with benefits afforded under the laws of the state in which the Work is to be performed and **Employers Liability** insurance with minimum limits of:
 \$1,000,000 for Bodily Injury – each accident
 \$1,000,000 for Bodily Injury by disease – policy limits
 \$1,000,000 for Bodily Injury by disease – each employee
 To the fullest extent allowable by law, the policy must include a waiver of subrogation endorsed in favor of the other party, AT&T or Developer, its Affiliates, and their directors, officers and employees.
- ii. **Commercial General Liability** insurance written on Insurance Services Office (ISO) Form CG 00 01 10 01 or later, with minimum limits of:

\$10,000,000 General Aggregate limit
\$5,000,000 each occurrence limit for all bodily injury or property damage
incurred in any one (1) occurrence
\$1,000,000 each occurrence limit for Personal Injury and Advertising
Injury
\$5,000,000 Products/Completed Operations Aggregate limit
\$10,000,000 each occurrence limit for Products/Completed Operations

The total limit may be met with any combination of primary and
Umbrella/Excess Liability limits. The **Commercial General Liability**
insurance policy must:

1. be endorsed to include the other, AT&T or Developer, its
Affiliates, and their directors, officers, and employees as
Additional Insureds. AT&T and Developer shall provide a
copy of the Additional Insured endorsement to AT&T prior
to Work being performed. A copy of the Additional
Insured endorsement must be provided at each
Commercial General Liability policy renewal;
 2. include a waiver of subrogation endorsed in favor of the
other Party, AT&T or Developer, its Affiliates, and their
directors, officers and employees; and
 3. be primary and non-contributory with respect to any
insurance or self-insurance that is maintained by the other
Party.
- iii. **Automobile Liability** insurance with minimum limits of \$1,000,000
combined single limit per accident for bodily injury and property damage,
extending to all owned, hired, and non-owned vehicles.

8. Developer shall keep the Cable and other property of AT&T free from all
mechanic's, artisan's, materialman's, architect's, or similar services' liens which arise in
any way from or as a result of its activities and cause any such liens which may arise to
be discharged or released.

9. Except for payment of the cost of the Work, neither party shall have any liability
for its delays or its failure in performance due to: fire, explosion, pest damage, power
failures, strikes or labor disputes, acts of God, the Elements, war, civil disturbances, acts
of civil or military authorities or the public enemy, inability to secure raw materials,
transportation facilities, fuel or energy shortages, or other causes beyond its control,
whether or not similar to the foregoing.

10. A party shall be in default if it fails to perform or observe any material term or
condition of this Agreement and the failure continues unremedied for thirty (30) days
after receipt of written notice (fourteen (14) days in the case of Developer's failure to pay

AT&T the estimated and/or actual cost of the Work); provided, however, that when such default (excluding Developer's non-payment) cannot reasonably be cured within such thirty (30) day period, this period will be extended if that party promptly commences to cure the same and prosecutes such curing with due diligence. Upon the default by a party, the other party may terminate this Agreement and pursue any legal remedies it may have under applicable law or principles of equity.

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns. Developer shall not assign, transfer, or dispose of this Agreement or any of its rights or obligations hereunder without prior written consent of AT&T; provided, however, that Developer may assign or transfer this Agreement to a controlling or controlled affiliate or to a successor in the event of reorganization, including a merger or sale of substantially all of its assets, without the consent of AT&T. An assignment, transfer or disposition of this Agreement by Developer shall not relieve Developer of any of its obligations under this Agreement. AT&T shall have the right to assign this Agreement and to assign its rights and delegate its obligations and liabilities under this Agreement, either in whole or in part, to any party. An assignment, transfer or disposition of this Agreement by AT&T shall not relieve AT&T of any of its obligations under this Agreement. Neither this Agreement, nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any person or entity not a signatory hereto.

12. Any demand, notice or other communication to be given to a party in connection with this Agreement shall be given in writing and shall be given by personal delivery, by registered or certified mail, return receipt requested, or by commercial overnight delivery service addressed to the recipient as set forth below or to such other address or individual, as may be designated by notice given by the party to the other:

AT&T:

Teleport Communications America, LLC
One AT&T Way
Bedminster, NJ 07921
Office 3D169F
Attention: Right of Way Manager

With a copy to:

AT&T Services, Inc.
One AT&T Way
Office 3A105
Bedminster, NJ 07921
Attention: Legal Department –Network Services

Developer:

The City of Bentonville
305 SW A Street
Bentonville, AR 72712

Any demand, notice or other communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and if given by registered or certified mail, return receipt requested or by commercial overnight delivery service on the date of receipt thereof.

13. The failure of either party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, and said provision shall nevertheless be and remain in full force and effect.

14. This Agreement shall be governed by and construed in accordance with the domestic laws of the Arkansas without reference to its choice of law principles.

15. Each party represents and warrants that:

- (a) It has full right and authority to enter into, execute, deliver and perform its obligations under this Agreement;
- (b) It has taken all requisite corporate action to approve the execution, delivery and performance of this Agreement;
- (c) This Agreement constitutes a legal, valid and binding obligation enforceable against such party in accordance with its terms, subject to bankruptcy, insolvency, creditors' rights and general equitable principles; and
- (d) Its execution of and performance under this Agreement shall not violate any applicable existing regulations, rules, statutes, or court orders of any local, state or federal government agency, court or body.

16. This Agreement constitutes the entire and final agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior oral and written communications, understandings and agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits referred to herein are an integral part hereof and are hereby made a part of this Agreement. This Agreement may only be modified or supplemented by an instrument in writing executed by a duly authorized representative of each party.

17. Each action or claim against any party arising under or relating to this Agreement shall be made only against such party as a corporate, and any liability relating thereto shall be enforceable only against the corporate assets of such party. No party shall seek to pierce the corporate veil or otherwise seek to impose any liability relating to, or arising from, this Agreement against any shareholder, employee, officer or director of the other party. Each of such persons is an intended beneficiary of the mutual promises set forth in this Section 17 and shall be entitled to enforce the obligations of this Section 17.

18. The relationship between the parties shall not be that of partners, agents or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, but not limited to federal income tax purposes. The parties, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

19. This Agreement and each of the parties' respective rights and obligations under this Agreement shall be binding upon and shall inure to benefit of the parties and each of their respective permitted successors and assigns.

20. No provision of this Agreement shall be interpreted to require any unlawful action by either party. If any section or clause of this Agreement is held to be invalid or unenforceable, then the meaning of that section or clause shall be construed so as to render it enforceable to the extent feasible. If no feasible interpretation would save the section or clause, it shall be severed from this Agreement with respect to the matter in question, and the remainder of the Agreement shall remain in full force and effect. However, in the event such a section or clause is an essential element of the Agreement, the parties shall promptly negotiate a replacement that will achieve the intent of such unenforceable section or clause to the extent permitted by law.

21. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the date first above set forth.

City of Bentonville, AR

By: _____

Name: _____

Title: _____

Teleport Communications America, LLC

By: _____

Name: Christopher J. Och

Title: Vice President

EXHIBIT A

THE WORK

Directional Bore 1507' of 7-1.25" inner ducts.

Trench 100' +/- of 7-1.25" inner ducts.

Place 2 - 4'x4'x4' pre cast manholes.

Pull 8500' +/- of fiber from Walmart Data Center to MH located at Sta: 86+57 to prep for cutover.

Splicing fiber for cutover to eliminate conflict with proposed pedestrian tunnel location.

All work will require survey to insure that no newly placed facilities will impact any proposed City of Bentonville's road relocation.

Engineering required for the relocation design and coordination with the City.

Project management required once the contractor starts work for oversight and to insure build aligns with engineering design.

EXHIBIT B

COST

Relocation Cost:

Cost of the work to be performed in Exhibit A

Total: \$250,000.00

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH AT&T
FOR THE RELOCATION OF CERTAIN UTILITIES.**

**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 AT&T for the relocation of certain utilities from the intersection of S.E. 8th Street and S.E. "J" Street due to the construction of a pedestrian tunnel at that location, 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 #
	Budget Adjustment	
X	Change Order	
	Informational	
	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

September 26, 2017

Submitted by:

Mike Bender

Department

Public Works Dir

Phone

271-6873

ACTION REQUIRED:

Staff recommends approval of Change Order No. 1 for ARCO Excavation and Paving, Inc. for the 8th Street Water and Sewer Relocations, Contract Section II (SE D Street to SE Moberly Lane) and Pedestrian Tunnels (8th Street and J Street Intersection) associated with the widening of 8th Street. This change order is necessary to address wording regarding payment for trench safety systems allowing the contractor to bill as the project progresses as opposed to waiting until project completion and to increase contract time by 11 days to Phase I of Contract Section II for delays beyond the contractor's control.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	3,834,483
Funds Expended to Date		1,033,137
Remaining Budget		2,801,346
Budget Adjustment		
Remaining After Adjustment	\$	2,801,346

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin

From: Mike Bender

CC:

Date: September 18, 2017

Re: Change Order No. 1 for ARCO, 8th Street Water and Sewer Relocations,
Contract Section II

Staff recommends approval of Change Order No. 1 for ARCO Excavation and Paving, Inc. for the 8th Street Water and Sewer Relocations, Contract Section II (SE D Street to SE Moberly Lane) and Pedestrian Tunnels (8th Street and J Street Intersection) associated with the widening of 8th Street. This change order is necessary to address wording regarding payment for trench safety systems allowing the contractor to bill as the project progresses as opposed to waiting until project completion and to increase contract time by 11 days to Phase I of Contract Section II for delays beyond the contractor's control.

ARCO was awarded bid No. 17-06 to ARCO Excavation and Paving, Inc. in the amount of \$3,834,483.00 for Contract Section II – 8th Street Water and Sewer Relocations (SE D Street to Moberly Lane) and Pedestrian Tunnels (8th Street and J Street Intersection). Construction costs are funded by the 8th Street Escrow Account. The cost associated with the pedestrian tunnels is funded 100% by the Walton Family Foundation.

Thank you for your consideration of this request.

CHANGE ORDER

No. 1

PROJECT 8th Street Water & Sewer Relocations Contract Section 2 (SE D Street to Moberly Lane)

DATE OF ISSUANCE September 11, 2017

EFFECTIVE DATE September 11, 2017

OWNER City of Bentonville

OWNER's Contract No. USI Project No. 1009022 Contract Section 2

CONTRACTOR ARCO Excavation and Paving Inc. ENGINEER USI Consulting Engineers, Inc. & Burns & McDonnell

You are directed to make the following changes in the Contract Documents.

Description:

- Delete the following sentence from the Contract Documents Section 01025 Methods of Measurement and Payment Bid Item 2 – Trenching and Excavation Safety Systems: "Payment under this item will not be made until project is completed, accepted, and the contractor certifies that he has met all requirements as set out in said Act 291." Replace with: Monthly payments will be made under this item in equal amounts, as determined by the Engineer, based on the length of the Contract. The Contractor shall certify each month that he has met all requirements as set out in said Act 291."
- The Contract time is being modified to add 11 calendar days to Phase 1 ONLY.

Reason for Change Order:

- At the request of the Contractor, to allow the Contractor to collect partial payments on Bid Item 2.
- To increase the Contract time for delay's beyond the Contractor's control due to traffic control conflicts.

Attachments: None

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIMES:	
Original Contract Price		Original Contract Times for Phase 1	
\$ 3,834,483.00		Substantial Completion: <u>August 29, 2017</u>	
		Ready for final Payment: <u>September 28, 2017</u>	
		days or dates	
Net changes from previous Change Orders No. <u>0</u> to No. <u>1</u>		Net changes from previous Change Orders No. <u>0</u> to No. <u>1</u>	
\$ 0.00		<u>0 Contract Days</u>	
Contract Price prior to this Change Order		Contract Times for Phase 1 prior to this Change Order	
\$ 3,834,483.00		Substantial Completion: <u>August 29, 2017</u>	
		Ready for final Payment: <u>September 28, 2017</u>	
		days or dates	
Net Increase of this Change Order		Net Increase for Phase 1 of this Change Order	
\$ 0.00		<u>11 Contract Days</u>	
Contract Price with all approved Change Orders		Contract Times for Phase 1 with all approved Change Orders	
\$ 3,834,483.00		Substantial Completion: <u>September 09, 2017</u>	
		Ready for final Payment: <u>October 09, 2017</u>	
		days or dates	



Engineer (Authorized Signature)

Owner (Authorized Signature)

Contractor (Authorized Signature)

Date: 9/11/2017

Date: _____

Date: 9/11/2017

EJCDC No. 1910-8-B (1990 Edition)



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

AGENDA FORM

CITY COUNCIL MEETING OF:

September 26, 2017

Submitted by:

Mike Bender

Department

Public Works Dir

Phone

271-6873

ACTION REQUIRED:

Staff requests City Council's approval of a resolution waiving the frequency requirement of performing a water rate analysis for Bella Vista Village Property Owners Association every 2 years (2017) and delaying the next rate analysis until 2019. Per the current contract between the City of Bentonville and Bella Vista Village Property Owners Association (the Village), the City of Bentonville is required to perform and deliver a rate analysis and report every 2 years. The two-year time frame is extremely short for such an analysis with a 5-year time frame being more typical for the industry. Waiving this requirement is allowed in the contract provided the governing bodies of both entities concur.

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: City Council, Mayor McCaslin

From: Mike Bender

CC:

Date: September 18, 2017

Re: Water Rate Analysis Waiver of the 2-year Frequency Requirement

Staff requests City Council's approval to waive the requirement of performing a water rate analysis for Bella Vista Village Property Owners Association every 2 years and delaying the next water rate analysis until 2019.

Per the current contract between the City of Bentonville and the Bella Vista Village Property Owners Association (the Village), the City of Bentonville is required to perform and deliver a rate analysis and report every 2 years. The two-year time frame is extremely short for such an analysis with a 5-year time frame being more typical for the industry. As such, the City of Bentonville and the Village request to waive the study frequency requirement for 2017 thus delaying the next rate analysis until 2019. Waiving this requirement is allowed in the contract provided the governing bodies of both entities concur. The City of Bentonville performed the most recent study in 2015 and will perform a new study in 2019 if the Village is in agreement. Rates would not be adjusted until the new study is performed in 2019 with the exception of any adjustments made by Beaver Water District which shall be adjusted as such changes occur per the contract.

Thank you for your consideration of this request.

RESOLUTION NO. _____

**A RESOLUTION WAIVING THE 2-YEAR WATER RATE
ANALYSIS FREQUENCY REQUIREMENT AS
OUTLINED IN THE CURRENT WATER SERVICE
AGREEMENT WITH THE BELLA VISTA VILLAGE
PROPERTY OWNERS ASSOCIATION**

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

Section 1: That the City of Bentonville agrees to waive the 2-year water rate analysis frequency as outlined in the current water service agreement with Bella Vista Village Property Owners Association and delaying the next water rate analysis until 2019 provided that the Bella Vista Village Property Owners Association is in agreement.

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 #	17-27
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

September 26, 2017

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Recommend Mayor and City Council award the bid for the overhead wire for the 8th Street Widening Project to Arkansas Electric Company in the amount of \$111,211.26.

COST TO CITY:

Cost of this Request: \$111,211

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: September 18, 2017

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Overhead Wire Bid #17-27**

The City of Bentonville recommends awarding the bid for overhead wire for the 8th Street Widening project to the Arkansas Electric Company in the total amount \$111,211.26.

CITY OF BENTONVILLE

ITEM	QNT	UNIT	PART NO.	DESCRIPTION
1	11,570	FT	280 016 00002	WIRE 477 ACSR 26/7 HAWK (5785' PER REEL)
2	128,480	FT	280 016 59596	WIRE 477 ACSR 18/1 PELICAN (4015' PER REEL)
3	6,000	FT	280 085 59495	WIRE 140 TRI-OH NERITINA-RL (1200' PER REEL)
				*PRICE PER FOOT

AECI	STUART IRBY	TECHLINE	ANIXTER	low total - AECI	low total - Irby	low total - Techline	low total - Anixter
<u>0.918</u>	<u>0.926</u>	<u>0.930</u>	<u>0.940</u>	\$10,621.26	\$10,713.82	\$10,760.10	\$10,875.80
<u>0.750</u>	<u>0.756</u>	<u>0.750</u>	<u>0.750</u>	\$96,360.00	\$97,130.88	\$96,360.00	\$96,360.00
<u>0.705</u>	<u>0.710</u>	<u>0.750</u>	<u>0.750</u>	\$4,230.00	\$4,260.00	\$4,500.00	\$4,500.00

\$111,211.26



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	17-26
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

September 26, 2017

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Recommend Mayor and City Council award the bid for the crossarms for the 8th Street Widening Project to the Stuart Irby Company in the amount of \$27,033.20.

COST TO CITY:

Cost of this Request: \$27,033

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: September 18, 2017

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Crossarms bid #17-26**

The City of Bentonville recommends awarding the bid for crossarms for the 8th Street Widening project to the Stuart Irby Company in the total amount \$27,033.20.

FORMAL BID #17-26 CROSS ARMS - 8TH STREET

~ 110 ~



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	17-20
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

September 26, 2017

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of a bid award for Bid # 17-20 to Anchor Fence, in the amount of \$107,550.00, for the replacement of ballfield fencing at the Memorial Park ballfields.

COST TO CITY:

Cost of this Request: \$107,550

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: September 18, 2017
Re: City Council approval of a bid award to Anchor Fence, in the amount of 107,550.00, for the replacement of ballfield fencing at Memorial Park.

The Play Bentonville Plan states the emphasis for sports fields for the next decade should be "Tournament Quality" instead of tournament only. At the September 12 council meeting, City Council approved a budget adjustment, recognizing the revenue from the Advertising and Promotions Commission, allowing us to move forward to convert those fields to artificial surface. This bid award and budget adjustment, completes this year's project of ballfield improvements at Memorial Park

The fencing at Memorial Park is in need of immediate replacement. After years of use and the thousands of practices and games played there, it is easy to notice the bent and warped fencing throughout the park. The fence is well beyond its lifespan. This new project is mostly a replacement of the current fence. However, there are areas of the park where the fencing heights are inconsistent. For example, some fields have foul lines fencing that is 4 feet in height, while others have foul lines and outfields that are 6 feet in height. This new project will bring all foul lines and outfields to a uniform height throughout the park..

Although this project is not in the 2017 City of Bentonville budget, it is in Parks and Recreation's work plan. The project was budgeted in the Advertising and Promotions Budget. This budget adjustment reflects the A&P contribution to the City of Bentonville. If this bid award is approved, the project will begin at / around November 1 and should be completed before the spring 2018 events begin.

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

City of Bentonville
Memorial Park Ballfield Fencing

09/14/2017 @ 10:30 AM

Bid #17-20

Company	Total Bid submittal
<u>Anchor Fence Corp.</u> Springfield Mo	<u>\$ 107,550.00</u>
<u>Modern Fence</u> Springdale, AR	<u>\$ 137,230.00</u>
Thomas Fence Carnahan -White Centerpoint Contracting	No bid submitted



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	17-20
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

September 26, 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 \$107,550.00, recognizing from Bentonville Advertising and Promotions, and allocating expenses for the replacement of fencing at the Memorial Park ballfields.

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





Date of Request: September 18, 2017

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
010-5030-452.73-90	Capital - Other		\$ 107,550.00	\$ (107,550.00)
	A & P Contributions	\$ 107,550.00		\$ 107,550.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ 107,550.00	\$ 107,550.00	\$ -

Justification:

Budget adjustment pays for new ballfield fencing at Memorial Park Ballfields

FOR ACTING USE ONLY

Council Action: Approved Disapproved Other _____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

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



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: September 18, 2017
Re: City Council approval of a budget adjustment in the amount of 107,550, recognizing the revenue from the Bentonville Advertising and Promotions Commission, for the replacement of ballfield fencing at Memorial Park.

As discussed in the previous City Council item, Bentonville Advertising and Promotions Commission has budgeted funds for Parks and Recreation to replace the ballfield fencing at Memorial Park. This project was bid the City's Purchasing Department and will be managed by Parks and Recreation Staff.

This budget adjustment reflects the revenue from Bentonville Advertising and Promotions. In addition, it allocates the expenses in the capital budget for Parks and Recreation.

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



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, September 26, 2017 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, September 26, 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: September 12, 2017**

AGENDA

1. Planning:

1a. **Final Plat: Lochmoor Club Subdivision Phase 2.**

The Planning Commission voted 5-0, recommending approval.

The applicant has submitted a final plat for 40+/- acres consisting of 102 single-family residential lots that will be known as Lochmoor Club Subdivision Phase 2. The homes that will be constructed in this phase will be consistent with previous phases of the subdivision. This phase will connect to Lochmoor Club Phase 1 to the southwest, Edens Brook Phase 4 to the north, and Edgar Estates to the west. Additionally a future street stub has been provided for connectivity, as development begins to occur south of this property. This final plat dedicates right-of-way and utility and drainage easements that will serve the subdivision. The sections of sidewalk the developer is responsible for have been installed. All public infrastructure has been inspected and accepted by the utility departments and all non-bondable items have been completed.

1b. **Rezoning: Chambers Bank, Ginn Road & Brookside Road, From PUD, Planned Unit Development to R-2, Duplex and Patio Home Residential.**

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan depicts this property as Medium Density Residential (MDR). Policy LU-23 Housing Types within the General Plan suggest that the city should encourage the development of a mix of housing types to meet the needs of residents throughout their lives. As utilities are extended to new locations within the city, the city should reevaluate and adjust the land uses accordingly. The proposed subdivision will help to reduce the impact on city infrastructure by the extension of public utilities that will be required with the development of this land, all helping to meet the intent of the policy.

- 1c. **Rezoning: Chambers Bank & FH&G LLC, Ginn Road & North Rainbow Farm Road, From PUD, Planned Unit Development to R-1, Single Family Residential.**

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan depicts this property as Agricultural (A). Policy LU-23 Housing Types within the General Plan suggest that the city should encourage the development of a mix of housing types to meet the needs of residents throughout their lives. As utilities are extended to new locations within the city, the city should reevaluate and adjust the land uses accordingly. The proposed subdivision will help to reduce the impact on city infrastructure by the extension of public utilities that will be required with the development of this land, all helping to meet the intent of the policy.

- 1d. **Rezoning: Yessur Investments, LLC, 410 Dickson Road and 507 Northwest 5th Street, From R-1, Single Family Residential and R-3, Medium 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 zoning district for this designation.

- 1e. **Rezoning: Crystal Bridges Museum of American Modern Art, Inc., 509 Southeast 'E' Street, From I-2, Heavy Industrial and R-3, Medium-Density Residential to C-2, General Commercial.**

The Planning Commission voted 4-0, Scott Eccleston abstained, recommending approval.

The Future Land Use Plan depicts this property as Downtown Mixed Use Residential (DMUR). The C-2, General Commercial zoning designation is compatible with existing and adjacent uses in the area.

2. Reappointment of Johnetta Dexter to the Public Art Advisory Committee. Mrs. Dexter filled the unexpired term of Chad Alligood, which expires October 28, 2017. This second term will expire October 28, 2020.

3. Appointment of Tania Knudsen to the Public Art Advisory Committee to fill the unexpired term of Tom Hoehn. This term will expire October 22, 2018.
4. The Public Art Advisory Committee is seeking approval of an ordinance to enter into an agreement with Tylur French to create two pieces of his artwork called "Bike Tower Sculpture" for placement at Bentonville's southwest and east gateways to the Bentonville Trail System and waiving the requirement of competitive bidding. The cost for each tower is \$11,480.00, a total cost of \$22,960.00. This is a budgeted item.
5. Reappointment of Rick Simmons to the City of Bentonville's Airport Advisory Board. Mr. Simmons' term will expire on 9/27/2020.
6. Appointment of Mike Frost to the City of Bentonville's Airport Advisory Board. Mr. Frost's term will expire on 9/27/2020.
7. Adopt resolution certifying the rate of taxation levied on real and personal property in the City of Bentonville. This resolution is required by the Quorum Court and County Clerk in order to facilitate the millage levy to be collected in 2018.
8. Staff recommends City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with Black Hills Energy, for the relocation of gas utilities at S.E. 8th Street/ S.E. J Street intersection. Relocation of the utility is required for the construction of the pedestrian tunnel.
- 9a. Staff recommends City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an amended agreement with Garver, LLC., for additional design regarding the signalized dual right turn at the Hwy 12 and Hwy 71B (S. Walton Blvd.) intersection. This will be an addition of \$31,850 that will be reimbursed by ArDOT and increase the original agreement total to \$988,265.94.
- 9b. City Council approval of a budget adjustment to allow for additional design regarding the signalized dual right turn at the Hwy 12 and Hwy 71B (S. Walton Blvd.) intersection. This will be an addition of \$31,850 that will be reimbursed by ArDOT.
10. Staff recommends City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with AT&T, for the relocation of communications cable utilities at S.E. 8th Street/ S.E. J Street intersection. Relocation of the utility is required for the construction of the pedestrian tunnel.
11. Staff recommends approval of Change Order No. 1 for ARCO Excavation and Paving, Inc. for the 8th Street Water and Sewer Relocations, Contract Section II (SE D Street to SE Moberly Lane) and Pedestrian Tunnels (8th Street and J Street Intersection) associated with the widening of 8th Street. This change order is necessary to address wording regarding payment for trench safety systems allowing the contractor to bill as the project progresses as opposed to

waiting until project completion and to increase contract time by 11 days to Phase I of Contract Section II for delays beyond the contractor's control.

12. Staff requests City Council's approval of a resolution waiving the frequency requirement of performing a water rate analysis for Bella Vista Village Property Owners Association every 2 years (2017) and delaying the next rate analysis until 2019. Per the current contract between the City of Bentonville and Bella Vista Village Property Owners Association (the Village), the City of Bentonville is required to perform and deliver a rate analysis and report every 2 years. The two-year time frame is extremely short for such an analysis with a 5-year time frame being more typical for the industry. Waiving this requirement is allowed in the contract provided the governing bodies of both entities concur.
13. Recommend Mayor and City Council award the bid for the overhead wire for the 8th Street Widening Project to Arkansas Electric Company in the amount of \$111,211.26.
14. Recommend Mayor and City Council award the bid for the crossarms for the 8th Street Widening Project to the Stuart Irby Company in the amount of \$27,033.20.
- 15a. City Council approval of a bid award for Bid #17-20 to Anchor Fence, in the amount of \$107,550.00, for the replacement of ballfield fencing at the Memorial Park ballfields.
- 15b. City Council approval of a budget adjustment, in the amount of \$107,550.00, recognizing from Bentonville Advertising and Promotions, and allocating expenses for the replacement of fencing at the Memorial Park ballfields.