



**Revised Agenda:
Adding items 2i, 2j, 2k,
2l, & 2m.**

BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, January 9, 2018 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, January 9, 2018 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: December 12, 2017
Swear in Police Officers: Joseph Brown & Chris Isbell**

AGENDA

1. Ozark Regional Transit Annual Report – Jeff Hatley, Mobility Manager/Public Information Officer. **(Pages 8-18)**

2. Planning:

- 2a. **Lot Split: Lots 1 & 2 of Daniel Subdivision, Maurice F. & Pamela W. Willis, South Morningstar Road & Sears Road, A-1, Agricultural.**
(Pages 22-26)

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a proposal for a lot split of a 110.1-acre tract of land, two new lots to be known as Lots 1 (+/- 76.07 acres) and 2 (+/- 29.1 acres) of Daniel Subdivision. Lot 1 is fronted on both South Morning Star Road and Sears Road, while Lot 2 is fronted on South Morning Star Road. Per the Master Street Plan Requirements, 45 feet of right-of-way from centerline will be dedicated along both South Morning Star Road and Sears Road. A 20-foot utility easement will be dedicated behind the city right-of-way per this plat.

- 2b. **Lot Split: Lots 24 & 25, Block 6 of Clark's 2nd Addition, Cadence Group LLC, 327 & 329 SW D St., R-C2, Central Residential-Moderate Density.**

(Pages 27-29)

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a proposal for a lot split of Lot 23, Block 6 of Clark's 2nd Addition, creating two new lots that will be known as Lots 24 (+/- .1 acres) & 25 (+/- .1 acres), Block 6 of Clark's 2nd Addition. Per the Master Street Plan requirements, no new right-of-way is needed along SW D Street. A 20-foot utility easement along the western property line will be dedicated per the plat.

- 2c. **Property Line Adjustment: Lots 210 & 211 Bentonville Original, Massey Properties, LLC , 201 W Central Ave., DC, Downtown Core.**
(Pages 30-32)

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a property line adjustment that will adjust the common property line of three existing lots, creating two new lots. The new lots will be known as Lot 210 (+/- 0.24 acres) & Lot 211 (+/- 0.45 acres) of Bentonville Original. Per the requirements of the Master Street Plan, additional right-of-way will be dedicated along W Central Avenue, SW A Street and SW 2nd Street. Both of the new lots will have access to public utilities and a public street.

- 2d. **Property Line Adjustment: Lot 8 of Williams/Dean Subdivision, Richard L. Grubbs , 1501 SE J St., C-2, General Commercial.**
(Pages 33-35)

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a property line adjustment that will remove the common lot line between Lots 6 & 7 of Williams/Dean Subdivision, creating Lot 8 (+/- 1.65 acres).

506.87 square feet of right-of-way will be dedicated per the plat along SE Evergreen Street. A 20-foot utility easement will be dedicated per the plat.

- 2e. **Rezoning: Amanda & Chris Conway, 309 SW 4th St., From R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential.**
(Pages 36-41)

The Planning Commission voted 6-0, 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 and is consistent with the Future Land Use Plan.

- 2f. **Rezoning: Martin Elzey, 9601 Glen Road, From A-1, Agricultural to R-2, Duplex and Patio Home Residential.**
(Pages 42-45)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan depicts this property as Medium Density Residential (MDR). The R-2, Duplex and Patio Home Residential zoning is an appropriate zoning district for this designation and is consistent with the Future Land Use Plan.

- 2g. **Rezoning: Coughlin Family Revocable Living Trust, Southwest Featherston Road, From A-1, Agricultural to R-3, Medium Density Residential.**

(Pages 46-50)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan depicts this property as High Density Residential (HDR). The R-3, Medium Density Residential zoning is an appropriate zoning district for this designation and is consistent with the Future Land Use Plan.

- 2h. **Property Line Adjustment: Lot 7, Block 5 of Braithwaite Park Addition & Lot 58 of Hanover Subdivision, Marvin Gray, 1 Stonehenge Dr., R-E, Residential Estate & R-1, Single-Family Residential.**

(Pages 51-55)

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a property line adjustment that will create Lot 7, Block 5 (+/- 2.2 acres) of Braithwaite Park Addition and Lot 58 (+/- 1.7 acres) of Hanover Subdivision.

No utility easements are to be dedicated per this plat. Sufficient right-of-way exists along Stonehenge Drive. The applicant has requested a waiver for the right-of-way dedication requirements (26' from centerline) along Saddleworth Place, however.

- 2i. **Property Line Adjustment: Lots 1, 2, 3 & 4 of Citizens Bentonville Subdivision, Specialized Real Estate Group, SE 3rd Street SE J Street & East Central Avenue, PUD, Planned Unit Development.**

(Pages 56-58)

The Planning Commission voted 7-0, recommending approval.

The applicant has submitted a property line adjustment that will adjust the lot lines of 10 existing lot within Howards Addition, East Acres Addition, Angel Floro Addition and three un-platted parcels that will create four new lots. The new lots will be known as Lot 1 (+/- 7.73 acres), Lot 2 (+/- 1.33 acres), Lot 3 +/-0.82 acres) and Lot 4 (+/-0.98 acres) of Citizens Bentonville Subdivision. Per the requirements of the current Master Street Plan, additional right-of-way is being dedicated along SE 3rd Street and SE J Street. Multiple utility and drainage easements of varying widths are being dedicated with the plat to allow public utilities to serve future development. This property line adjustment is in conjunction with the J3 Apartments large scale development that was approved on May 2, 2017.

- 2j. **Property Line Adjustment: Lot 13 of Railroad Addition, Robert & Shelly Stoker, 302 SE 2nd St., R-1, Single Family Residential.**

(Pages 59-61)

The Planning Commission voted 7-0, recommending approval.

The applicant has submitted a property line adjustment that will create Lot 13 (+/- .5 acres) of Railroad Addition. Per the plat, .07 acres of right-of-way will be dedicated along SE 2nd Street and SE B Street.

- 2k. **Property Line Adjustment: Lots 22 & 23 of The Bluff's Subdivision, Paul & Rebecca Esterer, 2822 Palisades Circle, A-1, Agricultural.**

(Pages 62-66)

The Planning Commission voted 7-0, recommending approval.

The applicant has submitted a property line adjustment that will adjust the lot line of Lots 20 & 21 of the Bluffs Subdivision, creating Lots 22 (+/- 4.06 acres) and 23 (+/- 2.5 acres) of the Bluffs Subdivision. A variable width utility easement is being dedicated per the plat to allow utility access to an existing public sewer main.

- 2l. **Rezoning: Mud Puddle Investments, LLC, 806 NW A St., From R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential.**

(Pages 67-70)

The Planning Commission voted 7-0, recommending approval.

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

- 2m. **Final Plat: Ellington Village Subdivision.**

(Pages 71-73)

The Planning Commission voted 7-0, recommending approval.

The applicant has submitted a final plat of 8.73 acres consisting of thirty-nine new, buildable lots and will be known as Ellington Village Subdivision. Minimum lot size is approximately 6,409 square feet. All public infrastructure has been inspected and accepted by the appropriate departments and all non-bondable items have been completed.

3. Council approval of an agreement with Ozark Regional Transit Service in the amount of \$127,757.00 to provide transit service to Bentonville citizens in calendar year 2018 and waiving the requirement of competitive bidding.

(Pages 74-78)

4. Appointment of Tim Robinson to the Public Art Advisory Committee as an ex-officio member representing City Council.

(Pages 79-81)

5. City Council approval of an ordinance waiving competitive bid and authorizing the Mayor and City Clerk to enter into an agreement for services with Downtown Bentonville, Inc.

(Pages 82-88)

6. Parks and Recreation is requesting approval to enter into an agreement with Challenger Sports facilitate the Camp Soccer summer camp at Citizens Park.

(Pages 89-92)

7. Parks and Recreation Staff seeks City Council's approval of a bid award to Challenger Teamwear in an amount not to exceed \$49,445.00 for the purchase of uniforms for the 2018-2019 season. Challenger Teamwear was chosen through the RFP selection process. **(Pages 93-97)**
8. City Council approval of an ordinance waiving competitive bidding for Lego - based recreational camps and activities for Parks and Recreation. **(Pages 98-105)**
9. Parks and Recreation is requesting City Council approval of an ordinance authorizing the Mayor and City Clerk to enter an agreement with Arkansas United States Specialty Sports Association for the service of providing umpires for youth baseball tournaments for Parks and Recreation and waiving the requirement for competitive bidding. **(Pages 106-111)**
10. Parks and Recreation is requesting City Council approval of an ordinance authorizing the Mayor and City Clerk to enter an agreement with Bentonville Youth Softball Association for the service of providing umpires and scorekeepers for the youth softball league for Parks and Recreation and waiving the requirement for competitive bidding. **(Pages 112-117)**
11. Parks and Recreation is requesting City Council approval of an ordinance authorizing the Mayor and City Clerk to enter an agreement with Arkansas State Soccer Association for the service of providing soccer officials for Parks and Recreation and waiving the requirement for competitive bidding. **(Pages 118-123)**
12. Parks and Recreation is requesting City Council approval of a resolution authorizing the Mayor and City Clerk to enter an agreement with Amanda McBee for the service of teaching instructional recreation and wellness classes for Parks and Recreation. **(Pages 124-127)**
13. Parks and Recreation is requesting City Council approval of a resolution authorizing the Mayor and City Clerk to enter an agreement with Jami Bernards for the service of teaching instructional swim lessons for Parks and Recreation. **(Pages 128-131)**
14. Parks and Recreation is requesting City Council approval of a resolution authorizing the Mayor and City Clerk to enter an agreement with Megan Ross for the service of teaching instructional swim programming for Parks and Recreation. **(Pages 132-136)**
15. Parks and Recreation is requesting City Council approval of a resolution authorizing the Mayor and City Clerk to enter an agreement with Ozark Tennis Academy for the service of providing tennis programming and instruction for Parks and Recreation programs and events in 2018. **(Pages 137-142)**
16. City Council approval of an ordinance establishing fees for 2018 for the Parks and Recreation Department. **(Pages 143-152)**

17. Parks and Recreation is requesting City Council approval of an ordinance authorizing the Mayor and City Clerk to enter into an agreement for the purchase of finisher hoodies for the 2018 Run Bentonville Half Marathon.
(Pages 153-157)
18. Recommend awarding the bid for city wide boring services for the 2018 year to both Big M Ranch, Inc. and Hickman Trenching Company per the price breakdown attached.
(Pages 158-166)
19. Request for a waiver of bid to allow for the purchase of Patrol Uniforms from Cruse Uniforms in Springdale, Arkansas. The 2018 Budget total budget allotment for Police Department Uniform Supplies is \$107,700.00. This includes Dispatch Uniforms, Patrol Uniforms and Replacements, Bike Team Uniforms, SWAT Uniforms, Bomb Squad Uniforms, Leather Gear and Replacements, and other Soft Uniform items such as coats, jackets, rain gear, hats, and informal uniforms. Patrol Uniforms and Replacement Uniforms accounts for the largest portion of this expense and represents about \$55,000.00 of this total. Factors such as employee turnover and general wear and tear, determine the actual yearly expense related to Patrol Uniforms and Replacement. The department currently uses Cruse Equipment in Springdale for such uniform and uniform related needs. Being located in Springdale, this provider promotes safety and convenience by allowing local, timely and cost effective uniform measuring, fitting, alterations, and availability. The next closest similar provider is located in Carthage, MO. This waiver of bid would not exceed the budgeted amount and duplicates last year's, and previous year's, waiver.
(Pages 167-169)
20. This is a request for the approval of two City of Bentonville Animal Services related items, designated as Item (A) and Item (B). Previous discussions have made Council aware of the pending Animal Services agreement with the City of Centerton. See attached contract and addendum, Item (A). This 3-year contract is effective May 1st, 2018 and will allow time for the City of Centerton to make all necessary upgrades to their existing facility. Per the aforementioned contract, see also budget adjustment request, Item (B). This budget adjustment, in the amount of \$250,000.00, combined with existing 2018 budgeted funds in the amount of \$115,000.00, will fulfill the yearly fees set forth in the attached contract until 2021 (\$300,000), as well as the projected 2018 fees charged per animal (\$100) to likewise be paid to the City of Centerton. Finally, the amount will also cover any foreseeable 2018 costs incurred by the City of Bentonville during the transition of services to the City of Centerton. Note that future funds budgeted for Animal Services needs in 2019 and 2020 would be approximately \$40,000.00 per year (based upon an estimate of 400 dogs delivered yearly).
(Pages 170-177)
21. City Council approval of a budget adjustment, in the amount of \$3,500.00, to recognize receipt of a grant from the Arkansas Alternative Dispute Resolution Commission for a pilot mediation program.
(Pages 178-180)

22. Staff requests wavier of bidding for purchase of a Model ES-354 PWTech screw press in an amount not to exceed \$549,100.00. During the three year development of our Bio-solids Master Plan, two dewatering technologies and three manufacturers were tested and considered for replacement of outdated equipment. The results of those studies are attached. **(Pages 181-205)**
23. A resolution that recognizes the opioid epidemic in the United States of America and in Arkansas; and to engage in litigation as a member of the Municipal Legal Defense Program (MLDP) against those entities and people responsible for this societal crisis. Mark Hayes, Director of Legal Services for the Municipal League, advises that the opioid litigation will be against manufacturers and distributors, not pharmacies and physicians. The service will be provided at no cost, as part of the City's membership in the Municipal Legal Defense Program. **(Pages 206-210)**



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 9, 2018

Submitted by:

Mayor McCaslin

Department

Administration

Phone

271-3112

ACTION REQUIRED:

Ozark Regional Transit Annual Report – Jeff Hatley, Mobility Manager/Public Information Officer.

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



OZARK REGIONAL TRANSIT

Operating Statistics

November 2017

	Current Month				Year To Date			
	This Year	Prior Year	Change	% Chg	This Year	Prior Year	Change	% Chg
FIXED ROUTE								
FR Cash Fares	2,261	2,527	-266	-10.5%	29,318	35,595	-6,277	-17.6%
FR NWACC Free	3,107	3,901	-794	-20.4%	31,140	39,235	-8,095	-20.6%
FR ORT Pass	6,725	9,390	-2,665	-28.4%	94,678	125,755	-31,077	-24.7%
FR Children Free	213	287	-74	-25.8%	3,522	4,355	-833	-19.1%
FR Transfers	1,292	1,765	-473	-26.8%	17,610	21,335	-3,725	-17.5%
FR Free Fare *	3,457	5,477	-2,020	-36.9%	21,431	25,816	-4,385	-17.0%
FR Veterans Free	1,385	0	1,385	100.0%	8,633	0	8,633	100.0%
FR Georges Free	600	1,082	-482	-44.5%	12,152	13,894	-1,742	-12.5%
FR Spring International	0	47	-47	-100.0%	34	503	-469	-93.2%
Total Passengers	19,040	24,476	-5,436	-22.2%	218,518	266,488	-47,970	-18.0%
Daily Passengers	907	1,166	-259	-22.2%	934	1,139	-205	-18.0%
ADA Complementary Paratransit	1,159	1,317	-158	-12.0%	13,309	14,587	-1,278	-8.8%
Bike Passengers	431	607	-176	-29.0%	5,298	7,455	-2,157	-28.9%
FR Revenue Hours	3,866	4,190	-324	-7.7%	41,569	46,463	-4,893	-10.5%
FR Service Hours	4,139	4,449	-310	-7.0%	44,487	49,301	-4,814	-9.8%
FR Revenue Miles	65,526	73,567	-8,041	-10.9%	705,163	811,789	-106,626	-13.1%
FR Service Miles	71,250	79,380	-8,130	-10.2%	767,527	875,662	-108,135	-12.3%
PARATRANSIT	This Year	Prior Year	Change	% Chg	This Year	Prior Year	Change	% Chg
PT Cash Fares	559	290	269	92.8%	4,149	4,997	-848	-17.0%
PT ORT Pass	1,581	2,054	-473	-23.0%	19,802	23,285	-3,483	-15.0%
PT Free Fare	15	11	4	36.4%	183	49	134	273.5%
Total Passengers	2,155	2,355	-200	-8.5%	24,134	28,331	-4,197	-14.8%
Daily Passengers	103	112	-10	-8.5%	103	121	-18	-14.8%
PT Revenue Hours	1,626	1,590	36	2.2%	18,049	18,308	-259	-1.4%
PT Service Hours	1,865	1,804	61	3.4%	20,938	20,851	87	0.4%
PT Revenue Miles	21,868	22,842	-974	-4.3%	238,677	280,008	-41,331	-14.8%
PT Service Miles	26,275	26,634	-359	-1.3%	290,651	328,448	-37,797	-11.5%
TOTAL	This Year	Prior Year	Change	% Chg	This Year	Prior Year	Change	% Chg
Paratransit/Fixed Route Passengers	21,195	26,831	-5,636	-21.0%	242,652	294,819	-52,167	-17.7%
Daily PT/FR Passengers	1,009	1,278	-268	-21.0%	1,037	1,260	-223	-17.7%
Charter/Shuttle Passengers	3,729	4,287	-558	-13.0%	14,932	17,414	-2,482	-14.3%
Total Passengers	24,924	31,118	-6,194	-19.9%	257,584	312,233	-54,649	-17.5%

	Current Month				Year To Date			
	This Year	Prior Year	Change	% Chg	This Year	Prior Year	Change	% Chg
Weekdays	21	21	0	0.0%	234	234	0	0.0%
Saturdays	0	0	0	0.0%	0	0	0	0.0%
Sundays	0	0	0	0.0%	0	0	0	0.0%
Total	21	21	0	0.0%	234	234	0	0.0%
Revenue Vehicles	35	32	3	9.4%				
Non-Revenue Vehicles	6	7	-1	-14.3%				
Total Vehicles	41	39	2	5.1%				
Total Miles (All Vehicles)	104,622	112,786	-8,164	-7.2%	1,134,541	1,291,691	-157,150	-12.2%
Diesel Fuel Consumed	3,247	3,279	-32	-1.0%	34,071	50,495	-16,424	-32.5%
Gas Consumed	8,834	6,212	2,622	42.2%	99,901	73,338	26,563	36.2%
CNG Consumed	793	2,139	-1,346	-62.9%	9,459	20,655	-11,196	-54.2%
Miles Per Gallon	8.1	9.7	-1.6	-16.2%	7.9	8.9	-1.0	-11.5%
Road calls	4	3	1		59	60	-1	-1.7%
Accidents	6	1	5		16	13	3	23.1%
Operations (Full Time Equivalent)	50	51	-1	-2.0%				
Maintenance	12	10	2	20.0%				
Administration	8	8	0	0.0%				
Total	70	69	1	1.4%				

* - Free Fare Week - 3,377; Razorback Transfers - 80

Route Summary - November 2017

Fixed Routes

Route	Days	Passengers		Revenue Hours		Revenue Miles		Service Hours		Service Miles	
		Daily	Total	Daily	Total	Daily	Total	Daily	Total	Daily	Total
1	21	122.6	2,575	13.1	276.0	178.1	3,740.8	14.1	297.0	198.3	4,165.0
2	21	69.6	1,462	13.1	276.0	211.3	4,437.8	14.1	297.0	231.5	4,862.0
3	21	46.3	973	12.5	262.5	181.7	3,815.6	13.0	273.0	192.1	4,034.0
4	21	118.1	2,481	12.9	271.0	183.0	3,843.6	13.4	281.5	193.4	4,062.0
11	21	76.0	1,596	11.7	246.0	170.9	3,589.6	13.0	274.0	201.3	4,228.0
51	21	61.6	1,293	11.7	246.0	176.6	3,709.6	13.0	274.0	207.0	4,348.0
52	20	21.7	433	12.0	240.0	214.6	4,291.0	13.3	266.7	245.0	4,899.0
61	21	93.2	1,958	12.4	261.0	195.5	4,105.6	12.9	271.5	205.9	4,324.0
62	21	74.9	1,572	14.2	297.5	176.2	3,700.0	14.7	308.0	182.2	3,826.0
63	20	30.1	602	14.0	280.0	239.4	4,787.0	14.0	280.0	239.4	4,787.0
64	20	15.5	310	14.0	280.0	213.4	4,268.0	14.3	286.7	219.4	4,388.0
65	21	13.5	283	14.3	299.3	252.3	5,299.0	14.6	306.3	258.3	5,425.0
490-1	21	88.9	1,866	14.4	302.8	358.8	7,534.0	15.8	330.8	385.8	8,101.0
490-2	20	79.0	1,580	14.3	285.9	352.9	7,058.0	15.6	312.6	379.9	7,598.0
CX	21	2.7	56	2.0	42.0	64.1	1,346.2	3.8	80.5	104.9	2,203.0
Total		913.6	19,040	186.7	3,865.9	3,168.9	65,525.8	199.8	4,139.4	3,444.5	71,250.0

Paratransit - Weekdays

Route	Days	Passengers		Revenue Hours		Revenue Miles		Service Hours		Service Miles	
		Daily	Total	Daily	Total	Daily	Total	Daily	Total	Daily	Total
DR1	21	10.9	228	8.5	178.3	141.8	2,977.0	10.2	214.6	174.0	3,653.0
DR2 CC	21	4.4	92	7.1	149.1	25.8	541.0	7.9	166.3	36.6	768.0
DR3	0	0.0	0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DR4	20	8.0	160	5.7	114.1	96.4	1,927.0	7.1	142.7	119.9	2,397.0
DR5	0	0.0	0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
PT1	21	12.0	251	8.6	179.6	118.7	2,492.0	9.4	198.4	133.4	2,801.0
PT2	22	12.0	264	8.1	178.4	98.2	2,160.0	9.3	204.9	126.1	2,774.0
PT3	20	11.0	220	8.1	162.1	119.8	2,395.0	9.3	185.4	141.5	2,829.0
PT4	21	12.8	269	8.9	186.4	107.5	2,257.0	10.5	221.1	139.8	2,935.0
PT5	21	13.2	278	8.5	178.7	127.6	2,680.0	9.1	192.0	138.9	2,916.0
PT6	22	10.8	237	8.1	178.3	109.8	2,415.0	9.1	200.3	130.0	2,860.0
PT7	21	7.4	156	5.7	120.4	96.4	2,024.0	6.6	138.8	111.5	2,342.0
Total		102.4	2,155	77.3	1,625.6	1,041.7	21,868.0	88.7	1,864.6	1,251.4	26,275.0

Service Totals

	Passengers		Revenue Hours		Revenue Miles		Service Hours		Service Miles	
	Daily	Total	Daily	Total	Daily	Total	Daily	Total	Daily	Total
Paratransit	102.4	2,155.0	77.3	1,625.6	1,041.7	21,868.0	88.7	1,864.6	1,251.4	26,275.0
Fixed Route	913.6	19,040.0	186.7	3,865.9	3,168.9	65,525.8	199.8	4,139.4	3,444.5	71,250.0
Grand Total		21,195.0		5,491.5		87,393.8		6,004.0		97,525.0

Fixed Routes

Routes 1, 2, 3, 4: Fayetteville
 Routes 61, 62, 63, 64, 65: Springdale
 Routes 51, 52: Rogers
 Route 11: Bentonville
 Route 490: I49 Commuter Express
 Route CX: Commuter Express

Paratransit Routes

DR1, DR3 - DR5: Demand Response Routes usually in Rural areas
 DR2 CC: Demand Response Route in Carroll County
 PT1 - PT7: Mostly ADA Paratransit Routes in the Urban areas

Route Summary - November 2017

Fixed Routes

Route	Days	Passengers				Wheel-chairs		Bikes	
		Daily	Total	Per Rev Hour	Per Rev Mile	Daily	Total	Daily	Total
1	21	122.6	2,575	9.3	0.7	1.6	34	1.3	27
2	21	69.6	1,462	5.3	0.3	0.2	4	3.6	76
3	21	46.3	973	3.7	0.3	0.1	2	0.2	4
4	21	118.1	2,481	9.2	0.6	0.1	2	7.8	163
11	21	76.0	1,596	6.5	0.4	2.1	44	1.4	30
51	21	61.6	1,293	5.3	0.3	1.3	27	1.8	38
52	20	21.7	433	1.8	0.1	0.4	7	0.4	7
61	21	93.2	1,958	7.5	0.5	0.9	19	1.1	24
62	21	74.9	1,572	5.3	0.4	0.6	12	0.2	5
63	20	30.1	602	2.2	0.1	0.0	0	0.1	2
64	20	15.5	310	1.1	0.1	0.0	0	0.1	1
65	21	13.5	283	0.9	0.1	0.0	0	0.0	0
490-1	21	88.9	1,866	6.2	0.2	0.0	1	1.5	31
490-2	20	79.0	1,580	5.5	0.2	0.2	3	1.2	23
CX	21	2.7	56	1.3	0.0	0.0	0	0.0	0
		913.6	19,040	71.0	4.5	7.4	155	20.6	431

Paratransit - Weekdays

Route	Days	Passengers				Wheel-chairs	
		Daily	Total	Per Rev Hour	Per Rev Mile	Daily	Total
DR1	21	10.9	228	1.3	0.1	2.2	47
DR2 CC	21	4.4	92	0.6	0.2	0.3	6
DR3	0	0.0	0	0.0	0.0	0.0	0
DR4	20	8.0	160	1.4	0.1	1.2	24
DR5	0	0.0	0	0.0	0.0	0.0	0
PT1	21	12.0	251	1.4	0.1	3.0	63
PT2	22	12.0	264	1.5	0.1	4.0	88
PT3	20	11.0	220	1.4	0.1	2.1	41
PT4	21	12.8	269	1.4	0.1	2.9	60
PT5	21	13.2	278	1.6	0.1	3.5	73
PT6	22	10.8	237	1.3	0.1	2.9	63
PT7	21	7.4	156	1.3	0.1	2.2	47
		102.4	2,155	13.2	1.0	24.2	512

Weekday Service Totals

	Passengers				Wheel-chairs		Bikes	
	Daily	Total	Per Rev Hour	Per Rev Mile	Daily	Total	Daily	Total
Paratransit	102.4	2,155	13.2	1.0	24.2	512	0.0	0
Fixed Route	913.6	19,040	71.0	4.5	7.4	155	20.6	431
Grand Total		21,195.0				667.0		431.0

Fixed Routes

Routes 1, 2, 3, 4: Fayetteville
 Routes 61, 62, 63, 64, 65: Springdale
 Routes 51, 52: Rogers
 Route 11: Bentonville
 Route 490: I49 Commuter Express
 Route CX: Commuter Express

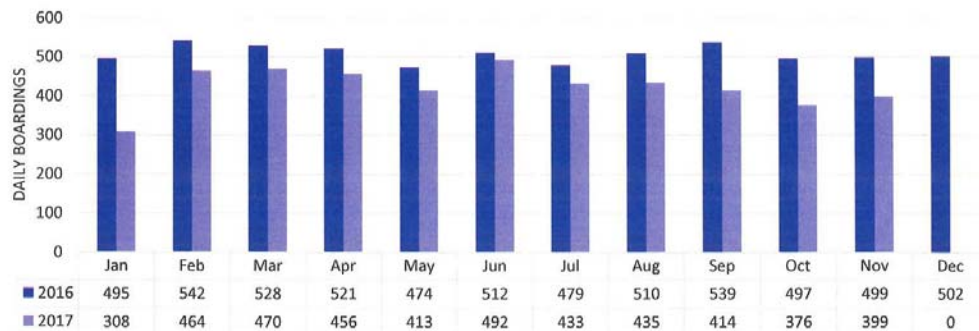
Paratransit Routes

DR1, DR3 - DR5: Demand Response Routes usually in Rural areas
 DR2 CC: Demand Response Route in Carroll County
 PT1 - PT7: Mostly ADA Paratransit Routes in the Urban areas

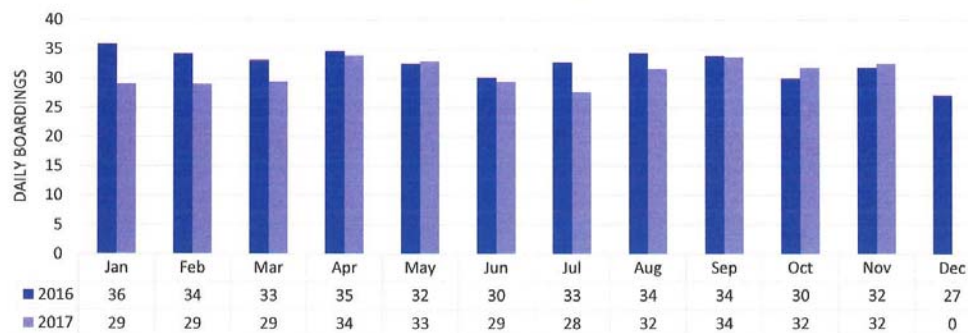
Key Performance Indicators - City of Fayetteville January - November 2017

	TOTAL SYSTEM			FAYETTEVILLE			
	CY 16	CY 17	% Change	CY 16	CY 17	% Change	% of Total
Days of Op	234	234		234	234		
Fixed Route	266,488	218,518	-18%	119,123	99,168	-17%	45%
Paratransit	28,331	24,134	-15%	7,722	7,255	-6%	30%
Total	294,819	242,652	-18%	126,845	106,423	-16%	44%

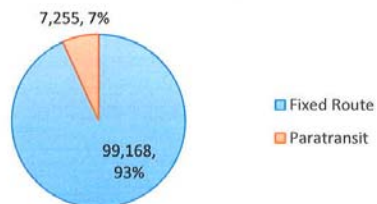
Fixed Route Passengers



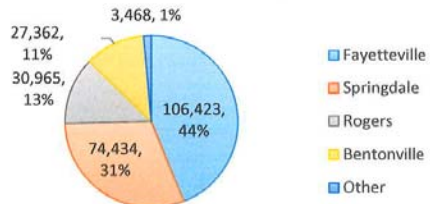
Paratransit Passengers



Fayetteville Service



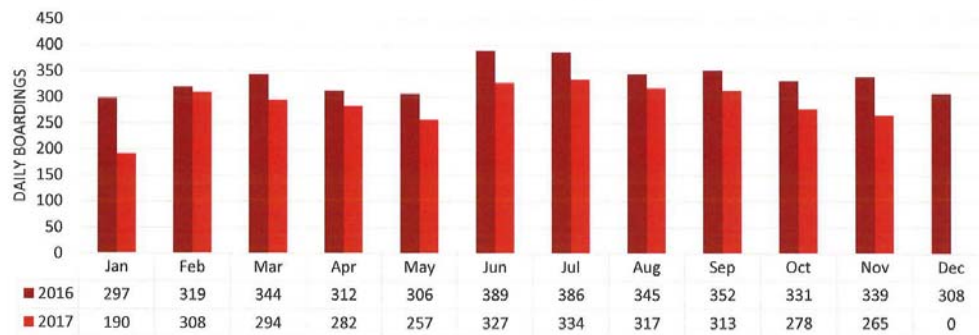
Total Ridership



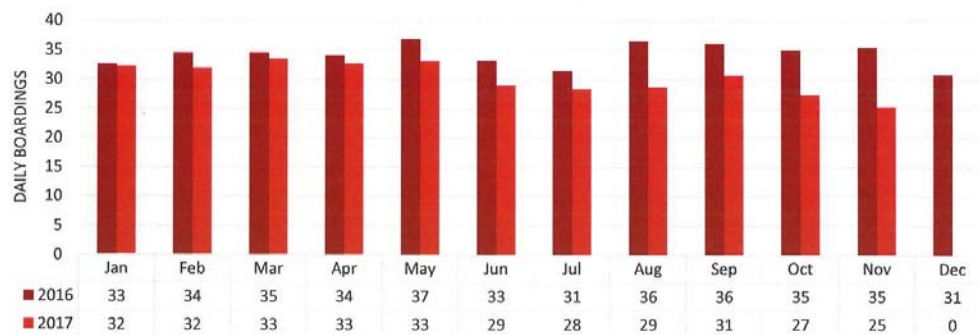
Key Performance Indicators - City of Springdale January - November 2017

	TOTAL SYSTEM			SPRINGDALE			
	CY 16	CY 17	% Change	CY 16	CY 17	% Change	% of Total
Days of Op	234	234		234	234		
Fixed Route	266,488	218,518	-18%	79,222	67,358	-15%	31%
Paratransit	28,331	24,134	-15%	8,092	7,076	-13%	29%
Total	294,819	242,652	-18%	87,314	74,434	-15%	31%

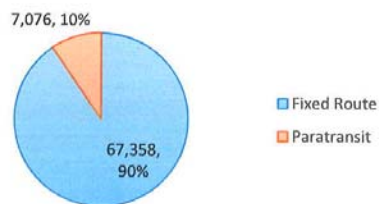
Fixed Route Passengers



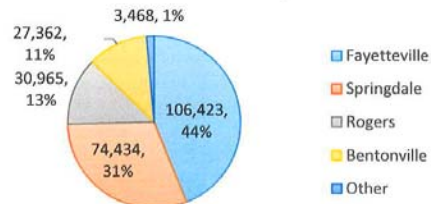
Paratransit Passengers



Springdale Service



Total Ridership



Key Performance Indicators - City of Rogers January - November 2017

	TOTAL SYSTEM			ROGERS			
	CY 16	CY 17	% Change	CY 16	CY 17	% Change	% of Total
Days of Op	234	234		234	234		
Fixed Route	266,488	218,518	-18%	38,715	26,834	-31%	12%
Paratransit	28,331	24,134	-15%	4,604	4,131	-10%	17%
Total	294,819	242,652	-18%	43,319	30,965	-29%	13%

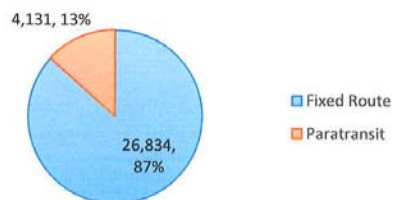
Fixed Route Passengers



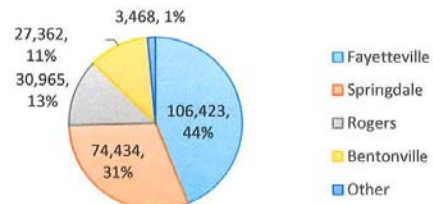
Paratransit Passengers



Rogers Service



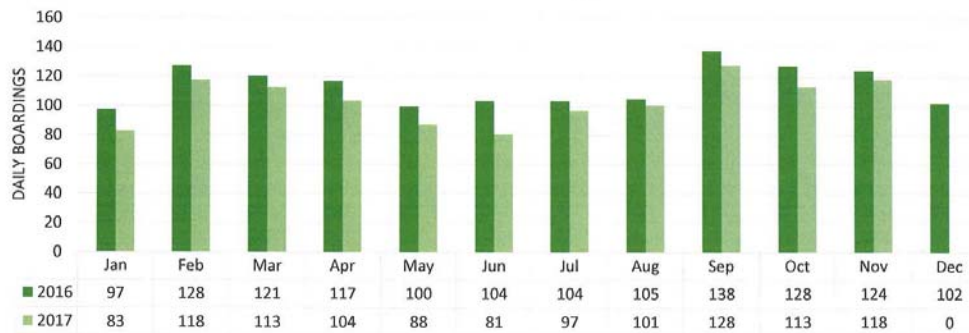
Total Ridership



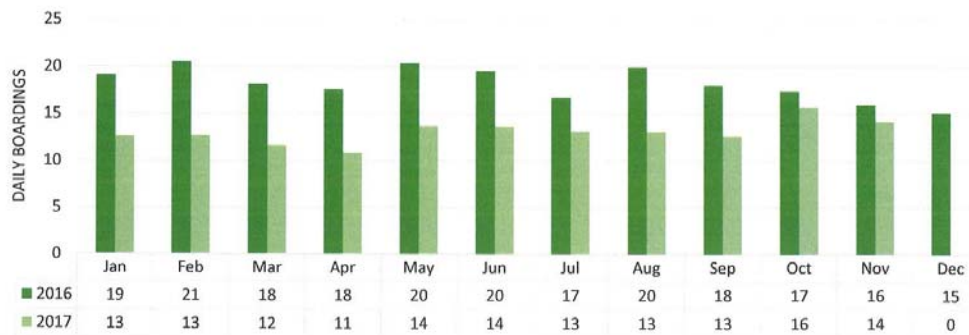
Key Performance Indicators - City of Bentonville January - November 2017

	TOTAL SYSTEM			BENTONVILLE			
	CY 16	CY 17	% Change	CY 16	CY 17	% Change	% of Total
Days of Op	234	234		234	234		
Fixed Route	266,488	218,518	-18%	26,916	24,292	-10%	11%
Paratransit	28,331	24,134	-15%	4,337	3,070	-29%	13%
Total	294,819	242,652	-18%	31,253	27,362	-12%	11%

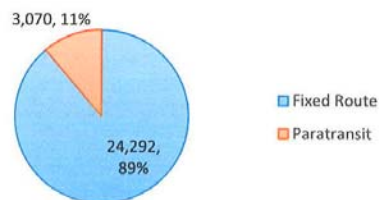
Fixed Route Passengers



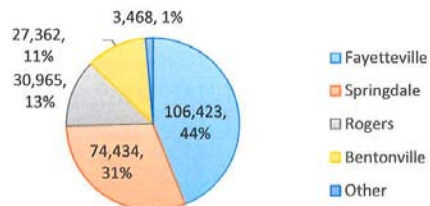
Paratransit Passengers



Bentonville Service

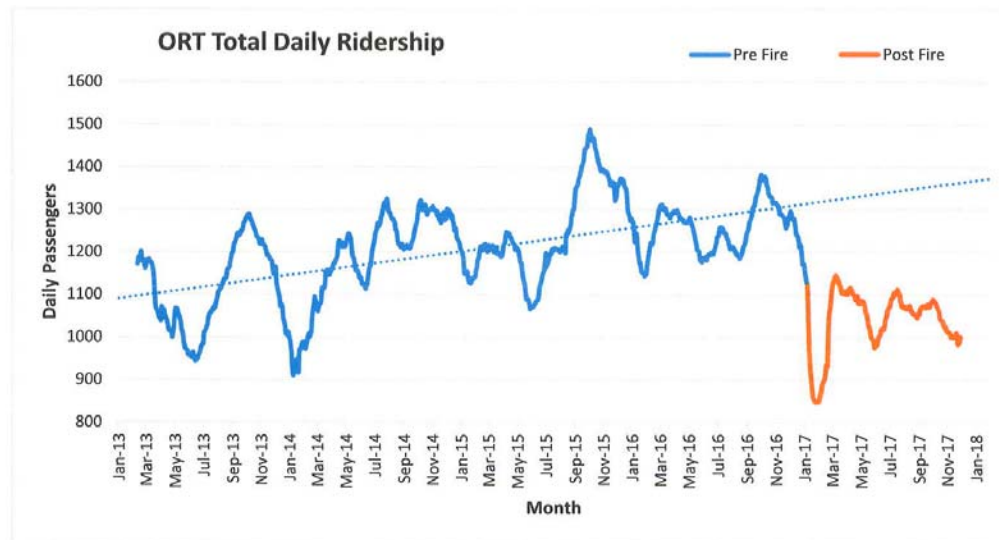


Total Ridership



Key Performance Indicators - Other Cities / Areas January - November 2017

	TOTAL SYSTEM			Other Cities / Areas			
	CY 16	CY 17	% Change	CY 16	CY 17	% Change	% of Total
Days of Op	234	234		234	234		
Fixed Route	266,488	218,518	-18%	2,512	866	-66%	0%
Paratransit	28,331	24,134	-15%	3,576	2,602	-27%	11%
Total	294,819	242,652	-18%	6,088	3,468	-43%	1%



Social Media Statistics

Month	Facebook Likes	Twitter Followers	Instagram Followers	Website Sessions / Day
Nov 2016	695	954	80	132
Dec 2016	709	956	79	138
Jan 2017	877	985	85	310
Feb 2017	888	999	88	125
Mar 2017	900	1014	88	123
Apr 2017	918	1018	91	104
May 2017	929	1030	97	138
Jun 2017	934	1033	96	118
Jul 2017	938	1041	97	106
Aug 2017	940	1049	99	155
Sep 2017	945	1056	99	135
Oct 2017	947	1059	100	131
Nov 2017	949	1066	101	120

Washington County Rural Demand Response
Service began April 10th

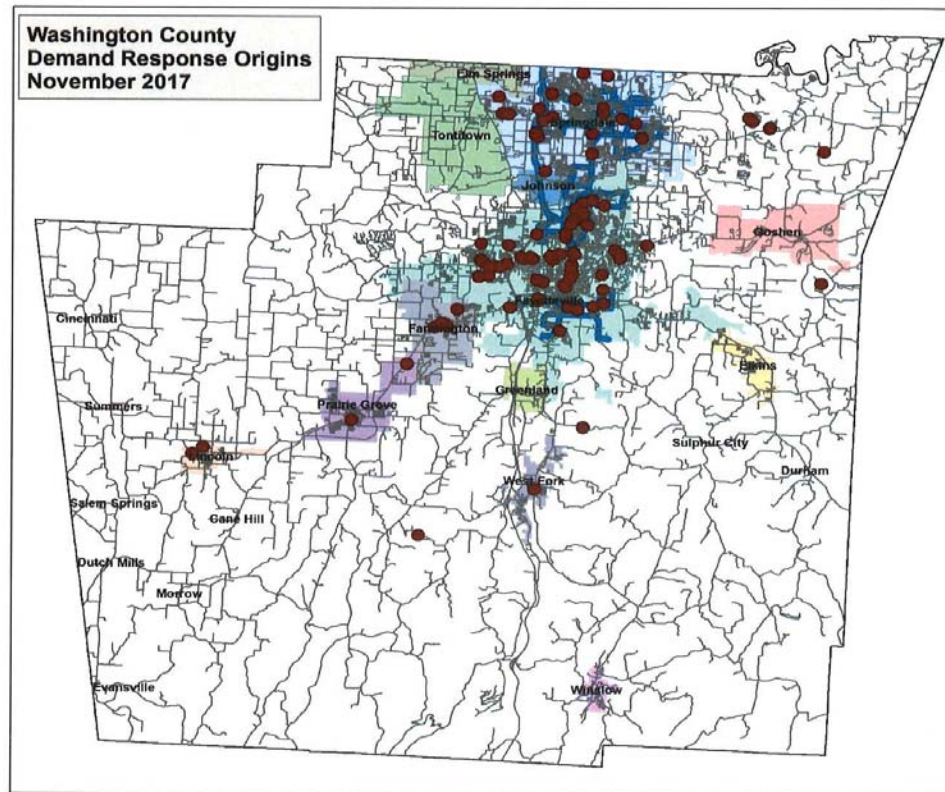
Area	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2017
Elkins	0	0	0	0	0	0	1	0		1
Farmington	6	36	42	29	38	18	17	16		202
Fayetteville	153	142	187	173	213	192	215	195		1,470
Goshen	1	0	0	1	3	0	2	0		7
Lincoln	8	9	5	0	12	11	9	7		61
Prairie Grove	22	31	32	15	1	6	7	2		116
Springdale	59	49	54	58	75	74	99	100		568
Washington County	0	24	31	30	33	29	34	46		227
West Fork	1	2	3	4	2	4	2	2		20
Total	250	293	354	310	377	334	386	368	0	2,672

Route 620 (January 1 - April 9, 2017)

971

Total Trips

3,643



Passenger Boardings by City: January - November 2017

	Demand Response		ADA Paratransit		Fixed Route		Total	
Benton County	2016	2017	2016	2017	2016	2017	2016	2017
Avoca	0	0	0	0	0	0	0	0
Bella Vista	55	44	0	0	0	0	55	44
Benton County	38	62	0	0	0	0	38	62
Bentonville	1,497	694	2,840	2,376	26,916	24,292	31,253	27,362
Cave Springs	3	3	0	0	0	0	3	3
Centerston	430	104	0	0	0	0	430	104
Garfield	0	0	0	0	0	0	0	0
Gravette	0	0	0	0	0	0	0	0
Little Flock	0	0	0	0	0	0	0	0
Lowell	206	65	0	0	0	0	206	65
Pea Ridge	21	41	0	0	0	0	21	41
Rogers	1,962	1,517	2,642	2,614	38,715	26,834	43,319	30,965
Siloam Springs	0	0	0	0	0	0	0	0
Total	4,212	2,530	5,482	4,990	65,631	51,126	75,325	58,646

	Demand Response		ADA Paratransit		Fixed Route		Total	
Washington County	2016	2017	2016	2017	2016	2017	2016	2017
Elkins	0	1	0	0	0	0	0	1
Farmington	2	214	53	8	211	45	266	267
Fayetteville	3,218	3,070	4,504	4,185	119,123	99,168	126,845	106,423
Goshen	1	8	0	0	0	0	1	8
Greenland	37	0	0	0	237	11	274	11
Johnson	4	6	6	0	603	363	613	369
Lincoln	1	62	84	4	525	198	610	264
Prairie Grove	122	118	35	39	335	133	492	290
Springdale	3,673	2,966	4,419	4,083	79,222	67,358	87,314	74,407
Washington County	61	254	0	0	0	0	61	254
West Fork	2	23	2	0	601	116	605	139
Total	7,121	6,722	9,103	8,319	200,857	167,392	217,081	182,433

	Demand Response		ADA Paratransit		Fixed Route		Total	
Carroll County	2016	2017	2016	2017	2016	2017	2016	2017
Berryville	1,994	1,172	0	0	0	0	1,994	1,172
Carroll County	246	230	0	0	0	0	246	230
Eureka Springs	10	11	0	0	0	0	10	11
Green Forest	4	2	0	0	0	0	4	2
Total	2,254	1,415	0	0	0	0	2,254	1,415

	Demand Response		ADA Paratransit		Fixed Route		Total	
Madison County	2016	2017	2016	2017	2016	2017	2016	2017
Huntsville	8	10	0	0	0	0	8	10
Madison County	151	148	0	0	0	0	151	148
Total	159	158	0	0	0	0	159	158

	Demand Response		ADA Paratransit		Fixed Route		Total	
	2016	2017	2016	2017	2016	2017	2016	2017
Grand Total	13,746	10,825	14,585	13,309	266,488	218,518	294,819	242,652



City Council Agenda Items
For City Council Meeting of January 9, 2018
From the December 19, 2017 & January 2, 2018
Planning Commission Meetings

Lot Split: Lots 1 & 2 of Daniel Subdivision, Maurice F. & Pamela W. Willis, South Morningstar Road & Sears Road, A-1, Agricultural.

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a proposal for a lot split of a 110.1-acre tract of land, two new lots to be known as Lots 1 (+/- 76.07 acres) and 2 (+/- 29.1 acres) of Daniel Subdivision. Lot 1 is fronted on both South Morning Star Road and Sears Road, while Lot 2 is fronted on South Morning Star Road. Per the Master Street Plan Requirements, 45 feet of right-of-way from centerline will be dedicated along both South Morning Star Road and Sears Road. A 20-foot utility easement will be dedicated behind the city right-of-way per this plat.

Lot Split: Lots 24 & 25, Block 6 of Clark's 2nd Addition, Cadence Group LLC, 327 & 329 SW D St., R-C2, Central Residential-Moderate Density.

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a proposal for a lot split of Lot 23, Block 6 of Clark's 2nd Addition, creating two new lots that will be known as Lots 24 (+/- .1 acres) & 25 (+/- .1 acres), Block 6 of Clark's 2nd Addition. Per the Master Street Plan requirements, no new right-of-way is needed along SW D Street. A 20-foot utility easement along the western property line will be dedicated per the plat.

Property Line Adjustment: Lots 210 & 211 Bentonville Original, Massey Properties, LLC , 201 W Central Ave., DC, Downtown Core.

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a property line adjustment that will adjust the common property line of three existing lots, creating two new lots. The new lots will be known as Lot 210 (+/- 0.24 acres) & Lot 211 (+/- 0.45 acres) of Bentonville Original. Per the requirements of the Master Street Plan, additional right-of-way will be dedicated along W Central Avenue, SW A Street and SW 2nd Street. Both of the new lots will have access to public utilities and a public street.

Property Line Adjustment: Lot 8 of Williams/Dean Subdivision, Richard L. Grubbs , 1501 SE J St., C-2, General Commercial.

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a property line adjustment that will remove the common lot line between Lots 6 & 7 of Williams/Dean Subdivision, creating Lot 8 (+/- 1.65 acres).

506.87 square feet of right-of-way will be dedicated per the plat along SE Evergreen Street. A 20-foot utility easement will be dedicated per the plat.

Rezoning: Amanda & Chris Conway, 309 SW 4th St., From R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential.

The Planning Commission voted 6-0, 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 and is consistent with the Future Land Use Plan.

Rezoning: Martin Elzey, 9601 Glen Road, From A-1, Agricultural to R-2, Duplex and Patio Home Residential.

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan depicts this property as Medium Density Residential (MDR). The R-2, Duplex and Patio Home Residential zoning is an appropriate zoning district for this designation and is consistent with the Future Land Use Plan.

Rezoning: Coughlin Family Revocable Living Trust, Southwest Featherston Road, From A-1, Agricultural to R-3, Medium Density Residential.

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan depicts this property as High Density Residential (HDR). The R-3, Medium Density Residential zoning is an appropriate zoning district for this designation and is consistent with the Future Land Use Plan.

Property Line Adjustment: Lot 7, Block 5 of Braithwaite Park Addition & Lot 58 of Hanover Subdivision, Marvin Gray, 1 Stonehenge Dr., R-E, Residential Estate & R-1, Single-Family Residential.

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a property line adjustment that will create Lot 7, Block 5 (+/- 2.2 acres) of Braithwaite Park Addition and Lot 58 (+/- 1.7 acres) of Hanover Subdivision.

No utility easements are to be dedicated per this plat. Sufficient right-of-way exists along Stonehenge Drive. The applicant has requested a waiver for the right-of-way dedication requirements (26' from centerline) along Saddleworth Place, however.

Property Line Adjustment: Lots 1, 2, 3 & 4 of Citizens Bentonville Subdivision, Specialized Real Estate Group, SE 3rd Street SE J Street & East Central Avenue, PUD, Planned Unit Development.

The Planning Commission voted 7-0, recommending approval.

The applicant has submitted a property line adjustment that will adjust the lot lines of 10 existing lot within Howards Addition, East Acres Addition, Angel Floro Addition and three unplatted parcels that will create four new lots. The new lots will be known as Lot 1 (+/- 7.73 acres), Lot 2 (+/- 1.33 acres), Lot 3 +/-0.82 acres) and Lot 4 (+/-0.98 acres) of Citizens Bentonville Subdivision. Per the requirements of the current Master Street Plan, additional right-of-way is being dedicated along SE 3rd Street and SE J Street. Multiple utility and

drainage easements of varying widths are being dedicated with the plat to allow public utilities to serve future development. This property line adjustment is in conjunction with the J3 Apartments large scale development that was approved on May 2, 2017.

Property Line Adjustment: Lot 13 of Railroad Addition, Robert & Shelly Stoker, 302 SE 2nd St., R-1, Single Family Residential.

The Planning Commission voted 7-0, recommending approval.

The applicant has submitted a property line adjustment that will create Lot 13 (+/- .5 acres) of Railroad Addition. Per the plat, .07 acres of right-of-way will be dedicated along SE 2nd Street and SE B Street.

Property Line Adjustment: Lots 22 & 23 of The Bluffs Subdivision, Paul & Rebecca Esterer, 2822 Palisades Circle, A-1, Agricultural.

The Planning Commission voted 7-0, recommending approval.

The applicant has submitted a property line adjustment that will adjust the lot line of Lots 20 & 21 of the Bluffs Subdivision, creating Lots 22 (+/- 4.06 acres) and 23 (+/- 2.5 acres) of the Bluffs Subdivision. A variable width utility easement is being dedicated per the plat to allow utility access to an existing public sewer main.

Rezoning: Mud Puddle Investments, LLC, 806 NW A St., From R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential.

The Planning Commission voted 7-0, recommending approval.

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

Final Plat: Ellington Village Subdivision.

The Planning Commission voted 7-0, recommending approval.

The applicant has submitted a final plat of 8.73 acres consisting of thirty-nine new, buildable lots and will be known as Ellington Village Subdivision. Minimum lot size is approximately 6,409 square feet. All public infrastructure has been inspected and accepted by the appropriate departments and all non-bondable items have been completed.

LOT SPLIT STAFF REPORT



Lots 1 & 2, Daniel Subdivision

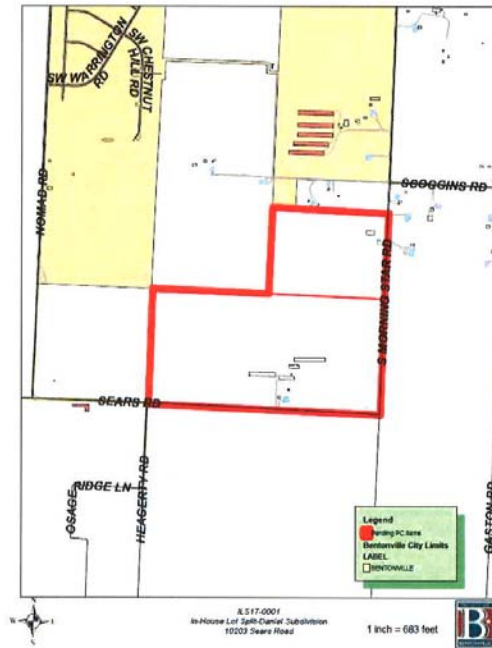
PC Date: 12/19/2017

Reviewer: Tyler Overstreet, Planner

Project Number	ILS17-0001
Applicant / Current Owner	Maurice F and Pamela W Willis 10203 Sears Road Bentonville, AR 72712
Site Area	+/- 110.1 acres
Current Zoning	A-1, Agricultural
Future Land Use Map Designation	Agricultural (A)

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

Location Map



Property Description

This property was annexed into the City of Bentonville on Thursday, Nov. 9, 2017. The tract fronts S Morning Star Road and Sears Road. The total area of the parent tract is approximately 110.1 acres.

Project Details

The applicant has submitted a proposal for a lot split of a 110.1 acre tract of land, two new lots to be known as Lots 1 (+/- 76.07 acres) and 2 (+/- 29.1 acres) of Daniel Subdivision. Lot 1 is fronted on both Morning Star Road and Sears Road, while Lot 2 is fronted on Morning Star Road. Per the Master Street Plan Requirements, 45 feet of right-of-way from centerline will be dedicated along both Morning Star Road and Sears Road. A 20 foot utility easement will be dedicated behind the city right-of-way per this plat.

Projected Traffic Impact

The proposed lot split should not adversely impact traffic patterns in the area.

Utility Infrastructure

Per the GIS website, water and sewer are not currently available to this site.

Drainage Report

A drainage report is not required.

Waivers

No waivers were requested with this application.

Conclusion

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

Standard Conditions of Approval

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

NOTES

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

RECORDING INFORMATION	CLIENT:
	RUSSELL DANIEL 4759776014 russell@danieldesigns.com



PARENT TRACT DESCRIPTION:

- [illegible]



10

CERTIFICATE OF OWNERSHIP:

We the undersigned, owners of the real estate shown and listed do hereby certify that we have laid off, platted, and subdivided as shown on the plat, subdivision and we intend to convey to the buyers of said subdivision said real estate in accordance with the plat. We hereby dedicate to use of the public, the streets, alleys, drives, and easements shown on the plat.

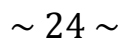
GOOD STATEMENT:

This property is not bonded with any presently established 100-year flood insurance as determined by the National Flood Insurance Program. Flood insurance may be obtained from American Citizens, Atlanta, Map Number 05007-02000C. Revised Date 03/07/2012.

Guests will find authorized to bring me this _____ day of _____, 2017.

 Secretary, Public Square

Send to and subscribe below for five _____ day of _____
_____ 2017
State Filing Code:
S98 1 JAN 31 6-53 PM '17



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 1 & 2 OF DANIEL
SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 1 & 2 of Daniel Subdivision, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on December 19, 2017; and,

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

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

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

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

Section 1: That the lot split of Lots 1 & 2 of Daniel Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

LOT SPLIT STAFF REPORT



Lots 24 & 25, Block 6 Clark's 2nd Addition

PC Date: 12/19/2017

Reviewer: Tyler Overstreet, Planner

Project Number	LS17-0104
Applicant / Current Owner	Cadence Group LLC 300 SW 5 th Street Bentonville, AR 72712
Site Area	+/- .2 acres
Current Zoning	R-C2, Central Residential - Moderate Density
Future Land Use Map Designation	Downtown Medium-Density Residential (D-MDR)

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

Location Map



Property Description

This property is located at 327 & 329 SW D Street. Two townhomes are currently located on the parcel.

Project Details

The applicant has submitted a proposal for a lot split of Lot 23, Block 6 of Clark's 2nd Addition, creating two new lots that will be known as Lots 24 (+/- .1 acres) & 25 (+/- .1 acres), Block 6 of Clark's 2nd Addition. Per the Master Street Plan requirements, no new right-of-way is needed along SW D Street. A 20 foot utility easement along the western property line will be dedicated per the plat.

Projected Traffic Impact

The proposed lot split should not adversely impact traffic patterns in the area.

Utility Infrastructure

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

Drainage Report

A drainage report is not required.

Waivers

No waivers were submitted as part of this application.

Conclusion

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

Standard Conditions of Approval

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

NOTES

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

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 24 & 25, BLOCK 6 OF
CLARK'S 2ND ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 24 & 25, Block 6 of Clark's 2nd Addition, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on December 19, 2017; and,

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

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

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

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

Section 1: That the lot split of Lots 24 & 25, Block 6 of Clark's 2nd Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2018.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

PROPERTY LINE ADJUSTMENT STAFF REPORT



Lots 210 & 211 Bentonville Original

201 West Central Avenue

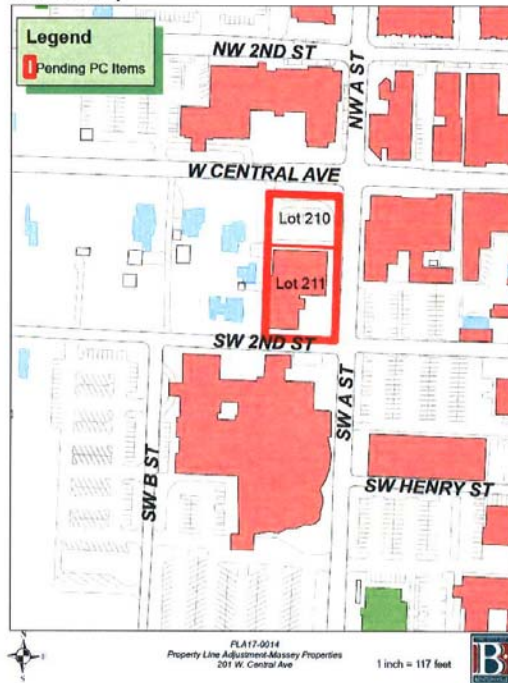
PC Date: 12/19/2017

Reviewer: Jon Stanley, Planner

Project Number	PLA17-0014
Applicant / Current Owner	Massey Properties, LLC PO Box 1860 Bentonville, AR 72756
Site Area	+/- 0.69 acres
Current Zoning	DC, Downtown Core
Future Land Use Map Designation	Mixed Use (MU)

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

Location Map



Property Description

This property is located at 201 West Central Avenue and is the location of a drive through Arvest ATM, the old Record building and associated parking.

Project Details

The applicant has submitted a property line adjustment that will adjust the common property line of three existing lots, creating two new lots. The new lots will be known as Lots 210 (+/- 0.24 acres) & Lot 211 (+/- 0.45 acres) of Bentonville Original. Per the requirements of the Master Street Plan, additional right-of-way will be dedicated along West Central Avenue, SW A Street and SW 2nd Street. Both of the new lots will have access to public utilities and a public street.

Utility Infrastructure

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

Drainage Report

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

Waivers

No waivers requested.

Standard Conditions of Approval

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

Conclusion

In conclusion, this property line adjustment does meet the minimum requirements of the subdivision regulations.

NOTES

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

LEGEND

ROAD 72' BROAD

TO BE OPENED

WIDEN

PROPOSED LANE

EXISTING LANE

GENERAL CLARIFICATION AND DISCLOSURE:

THESE PLANS AND SPECIFICATIONS FOR THE PROPOSED LOT 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

~ 31 ~

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS
210 & 211 OF BENTONVILLE ORIGINAL TO THE CITY OF BENTONVILLE,
ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lots 210 & 211 of Bentonville Original of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on December 19, 2017; and,

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

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

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

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

Section 1: That the property line adjustment of Lots 210 & 211 of Bentonville Original to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2018.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

PROPERTY LINE ADJUSTMENT STAFF REPORT



Lot 8

Williams/Dean Subdivision

1501 SE J Street

PC Date: 12/19/2017

Reviewer: Tyler Overstreet, Planner

Project Number	PLA17-0015
Applicant / Current Owner	Richard L. Grubbs 1215 NE Waverly Way Bentonville, AR 72712
Site Area	+/- 1.65 acres
Current Zoning	C-2, General Commercial
Future Land Use Map Designation	Commercial (C)

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

Location Map



Property Description

This property is located at 1501 SE J Street and contains a car wash and neighboring vacant lot.

Project Details

The applicant has submitted a property line adjustment that will remove the common lot line between Lots 6 & 7 of Williams/Dean Subdivision, creating Lot 8 (+/- 1.65 acres).

506.87 square feet of right-of-way will be dedicated per the plat along SE Evergreen Street. A 20 foot utility easement will be dedicated per the plat.

Utility Infrastructure

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

Drainage Report

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

Waivers

The applicant has requested no waivers.

Standard Conditions of Approval

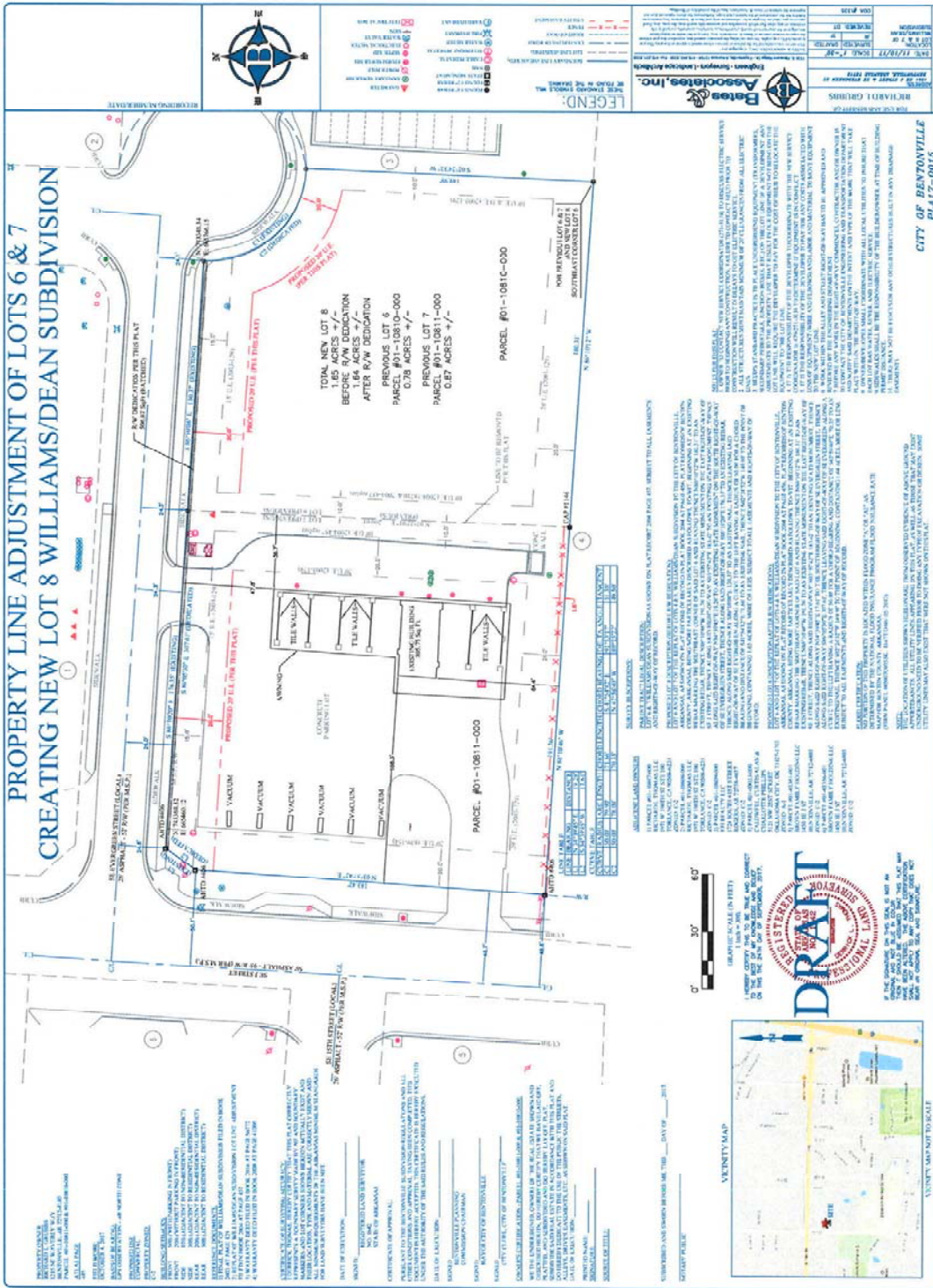
1. Provide digital copy of the plat.
2. Address all technical review comments before requesting a building permit.

Conclusion

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

NOTES

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



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 8
OF WILLIAMS/DEAN SUBDIVISION TO THE CITY OF BENTONVILLE,
ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lot 8 of Williams/Dean Subdivision of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on December 19, 2017; and,

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

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

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

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

Section 1: That the property line adjustment of Lot 8 of Williams/Dean Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2018.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Conway

309 SW 4th Street

PC Date: 12/19/2017

Reviewer: Tyler Overstreet, Planner

Project Number	RZ17-0110
Applicant / Current Owner	Amanda & Chris Conway 1101 SW Coventry Boulevard Bentonville, AR 72712
Site Area	± .27 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DN-2, Downtown Medium-Density Residential
Future Land Use Map Designation	Downtown Medium-Density Residential (D-MDR)

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

Location Map



Property Description

The property is located at 309 SW 4th Street in the downtown area. Adjacent zonings are R-1 to the south and east, RC-2 to the west, and R-1 to the north.

Projected Traffic Impact

The proposed zoning designation will not adversely impact traffic in the area.

Utility Infrastructure

Per the GIS website, water and sewer are available.

Relationship to the General Plan

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

Conclusion

In 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.

Chris & Amanda Conway
1101 SW Coventry Blvd. Bentonville, AR 72712
479-236-1110
doorwayproperties@gmail.com



11/8/17

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

Dear Bentonville Planning,

This letter is regarding our property at 309 SW 4th Street:

- Current zoning is R-1, Single family residential and we would like to zone it to DN-2. We the owners, Amanda & Chris Conway, are planning to renovate and have an addition to the existing structure.
- We would like to rezone to maximize the space we have to build a larger single-family home.
- The surrounding properties in this area are being increased in size. Across the street there is a 6-family townhome being built, down the street there is another 6-family structure almost completed. We have a mixture of smaller original older homes and new architectural designed homes. We are looking to add the larger craftsman style façade home to this area.
- We bought to resell this new property.
- Traffic: This street is not a heavy traffic area now. However, with the movie theater at the corner of our block that count is likely to increase. I pulled a traffic report from your website with the closest street to our property and this was for 305 SW A St. This shows the heaviest traffic times are between 10 am and 4 pm.
- Signage: Does not pertain to our property.



- Appearance: Our remodeled home will be similar to other homes in the area, We will have the modern craftsman style look.
- Water and sewer are available and already ran to this house. After speaking with Sally in the water department she showed that we have a 16" cast iron water line and an 8" PVC sewer line.

Please let us know if there is any other information we need to gather for you. Thank you.

Sincerely,

Chris & Amanda Conway
1101 SW Coventry Blvd. Bentonville, AR 72712 479-236-1110
doorwayproperties@gmail.com

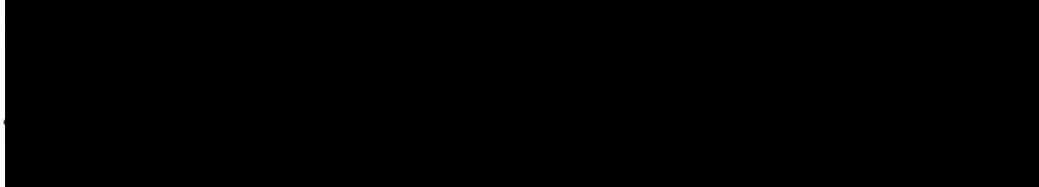


I/we have received notice of the public hearing for the rezoning of the above described property and:

☐ I / we have no objections to the rezoning.

☒ I / we object to the rezoning because:

Increase the traffic on 4th & also cause
cars to park on the street



NOTICE OF INTENT TO REZONE

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

R-1, Single-family Residential to DN-2, Downtown Medium-density Residential

The legal description of the property is as follows:

Lot 2, Block 1, Scoggan's Addition to the City of Bentonville, Benton County, Arkansas, subject to covenants, easements and Rights-of-way of record, if any.

The common description of the property is: single family residential

Proposed land use: single family medium density residential

The public hearing will be held December 19th 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:

Many homeowners purchased property here due to the comprehensive plan depicting this area as residential, single family. Medium density adds too much density here to what is in addition to new theatre

Signature and Physical Address

Per plan, from my front porch I'll now be looking down down an ally.

ORDINANCE NO. _____

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

WHEREAS, Amanda & Chris Conway 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 to DN-2, Downtown Medium-Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 2, BLOCK 1, SCOGGAN'S ADDITION AS SHOWN ON PLAT RECORD A PAGE 134, AND FILED FOR RECORD AT THE BENTON COUNTY CLERK'S OFFICE, BENTON COUNTY, ARKANSAS; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held December 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 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 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 _____, 2018.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Elzey

9601 Glen Road

PC Date: 12/19/2017

Reviewer: Tyler Overstreet, Planner

Project Number	RZ17-0111
Applicant / Current Owner	Martin Elzey 9601 Glen Road Bentonville, AR 72712
Site Area	± 29.9 acres
Current Zoning	A-1, Agricultural
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

The property is located at 9601 Glen Road. Adjacent zonings are A-1 to the north, south and west, and R-3 to the east.

Projected Traffic Impact

The proposed zoning designation will not adversely impact traffic in the area.

Utility Infrastructure

Per the GIS website, water and sewer are not currently available to the site.

Relationship to the General Plan

The Future Land Use Plan depicts this property as Medium Density Residential (MDR). The R-2, Duplex and Patio Home Residential zoning is an appropriate zoning district for this designation and is consistent with the Future Land Use Plan.

Conclusion

In conclusion, the R-2, Duplex and Patio Home Residential zoning designation is consistent with the Future Land Use Plan that depicts this property as Medium-Density Residential and is compatible with the existing and adjacent uses.



CEI Engineering Associates, Inc.

ENGINEERS ■ SURVEYORS ■ LANDSCAPE ARCHITECTS ■ PLANNERS

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

October 2, 2017

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

RE: Elzey rezoning application

Dear Planning Commission:

Please accept this narrative letter to accompany a formal application by Martin Elzey owner of real property located in the City of Bentonville, for consideration of a rezoning request for part of Benton County parcel #18-08661-003. The property is currently located in the county with a petition having been filed with the city for annexation of the same land. Likewise, a lot split plat has been prepared to create the 30-acre parcel subject to this rezoning request. The lot split, annexation, and zoning requests are presented in conjunction with a contract to sell the 30-acre parcel for development.

The property requested for rezoning is in a growing area of the city, near a newly constructed school which typically increases the demand for housing in the area. This R-2 zoning request will be in harmony with the low and medium density housing in the surrounding area. If the zoning request is approved, the buyer intends to proceed with development of duplex or patio homes as permitted in this zone.

Public water and sewer facilities exist in proximity to the property but none currently serve the land. Pending approval of this zoning request, plans for development will be prepared and the any necessary easements for extension of these utilities will be dedicated. Featherson Road on the west of the property is a collector street on the city master street plan, as is Been road on the east. Impacts to traffic, site signage, and specific use information will be presented at the time of preliminary plat application pending approval of this zoning request.

Thank you for your time and consideration in this matter. Should you have any questions, please do not hesitate to call.

Respectfully submitted,
CEI Engineering Associates, Inc.

Nate Bachelor, PE
Project Manager

Providing Consolidated Land Development Services

CALIFORNIA ■ TEXAS ■ ARKANSAS ■ MINNESOTA ■ PENNSYLVANIA

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURAL TO R-2, DUPLEX AND PATIO HOME RESIDENTIAL.

WHEREAS, Martin Elzey 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 A-1, Agricultural 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:

PART OF THE EAST HALF (E ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION TWO (2), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTY-ONE (31) WEST, BENTON COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT A FOUND IRON PIN FOR THE NORTHWEST CORNER OF THE EAST HALF (E ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION TWO (2), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTY-ONE (31) WEST; THENCE ALONG THE WEST LINE OF THE EAST HALF (E ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION TWO (2), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTY-ONE (31) WEST RUNNING SOUTH 02°15'37" WEST A DISTANCE OF 1,319.87 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87°40'43" EAST A DISTANCE OF 662.66 FEET TO A SET 5/8" DIAMETER PIN; THENCE SOUTH 87°40'44" EAST A DISTANCE OF 662.65 FEET TO A SET 5/8" DIAMETER PIN ON THE EAST LINE OF SECTION TWO (2); THENCE ALONG THE EAST LINE OF SECTION TWO (2) RUNNING SOUTH 02°11'12" WEST A DISTANCE OF 990.80 FEET TO A SET 5/8" DIAMETER PIN; THENCE LEAVING THE EAST LINE OF SECTION (2) AND RUNNING NORTH 87°37'05" WEST A DISTANCE OF 1,326.59 FEET TO A SET 5/8" DIAMETER PIN ON THE WEST LINE OF THE EAST HALF (E ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION TWO (2), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTY-ONE (31) WEST; THENCE ALONG THE WEST LINE OF THE EAST HALF (E ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION TWO (2), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTY-ONE (31) WEST RUNNING NORTH 02°15'37" EAST A DISTANCE OF 989.40 FEET TO THE POINT OF

BEGINNING CONTAINING IN ALL 1,312,898 SQUARE FEET OR 30.14 ACRES,
MORE OR LESS AND BEING FURTHER SUBJECT TO ANY RIGHTS-OF-WAYS,
EASEMENTS, LIENS, OR ENCUMBRANCES WHICH MAY OR MAY NOT BE OF
RECORD; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the
petition for public hearing to be held December 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 A-1, Agricultural 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 A-1, Agricultural 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 _____, 2018.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Coughlin Family Trust

SW Featherston Road

PC Date: 12/19/2017

Reviewer: Tyler Overstreet, Planner

Project Number	RZ17-0112
Applicant / Current Owner	Coughlin Family Revocable Living Trust P.O. Box 129 Centerton, AR 72719-0129
Site Area	± 7.94 acres
Current Zoning	A-1, Agricultural
Requested Zoning	R-3, Medium Density Residential
Future Land Use Map Designation	High Density Residential (HDR)

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

Property Description

The property is located on SW Featherston Road, north of SW Regional Airport Boulevard. Adjacent zonings are A-1 to the north and east, C-1 to the south and R-2 to the west.

Projected Traffic Impact

The proposed zoning designation will not adversely impact traffic in the area.

Utility Infrastructure

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

Relationship to the General Plan

The Future Land Use Plan depicts this property as High Density Residential (HDR). The R-3, Medium Density Residential zoning is an appropriate zoning district for this designation and is consistent with the Future Land Use Plan.

Conclusion

In conclusion, the R-3, Medium Density Residential zoning designation is consistent with the Future Land Use Plan that depicts this property as High-Density Residential and is compatible with the existing and adjacent uses.

Location Map



ENGINEERING SERVICES INC.

1207 S. Old Missouri Rd. • P.O. Box 282 • Springdale, Arkansas 72765-0282

Ph: 479-751-8733 • Fax: 479-751-8746

November 10, 2017

Jon Stanley, Senior Planner
Bentonville Planning Department
City of Bentonville, Arkansas
305 SW A Street
Bentonville, AR 72712

RE: Rezoning Petition – SW Featherston Road
Coughlin Family Revocable Living Trust

Mr. Stanley,

On behalf of our client, we are submitting the attached application materials to rezone a property along the east side of SW Featherston Road from A-1 (Agricultural District) to R-3 (Medium Density Residential).

The subject property is Benton County Parcel Number 01-07933-017. The property is approximately 7.94 acres in size, as illustrated in the attached survey prepared by Satterfield Land Surveyors, P.A. The property is located along the east side of Featherston Road directly across from the intersection with SW Amberwood Avenue and approximately nine hundred feet north of Highway 12 / SW Regional Airport Boulevard in the southwest portion of Bentonville.

Applicant is requesting to rezone the property to bring it into conformance with the most likely use of the property, two-family or multi-family residential development. Applicant does not intend to develop the property, but instead intends to market the property for sale following the rezoning. The property is not currently under contract and there are no current plans to develop the property.

The requested zoning district will allow for a wide range of project types, including single family, two-family, or multi-family development. This flexibility is preferred by applicant because the exact nature of future development is unknown and will be at the discretion of the purchaser/developer of the property.

The requested zoning district is in generally in line with the City's future land use plan, which designates the property for high density residential development. If preferred by City staff or the Planning Commission, applicant would be willing to consider rezoning the property to R-4 (High Density Residential) to be more in line with the future land use plan.

The requested zoning will relate well to surrounding properties, providing a transition between the commercial property to the south, the school nearing completion to the north, and the two-family development to the west across Featherstone. There is no apparent conflict between the uses allowed in the requested district and the use of the property to the east as a Hindu temple.



Brian J. Moore, P.E.
President

Tim J. Mays, P.E.
Vice President

Jason Appel, P.E.
Secretary / Treasurer

Jerry W. Martin
Chairman of the Board

Consulting Engineers and Surveyors

www.engineeringservices.com

Mr. Jon Stanley, Senior Planner
November 10, 2017
Page 2

This area has a wide variety of uses, with primarily commercial use along SW Regional Airport Boulevard and primarily residential use along Featherston, and, as noted above, the school under construction north of the subject property. The area already has several two-family and multi-family developments. These include Riverwalk Farm Estates across Featherston to the west, which is a duplex subdivision, the Links at Rainbow Curve apartment complex to the east of the subject property, and the Trails at Rainbow Curve apartments northeast of the school. The proposed zoning is compatible with and similar to the existing uses present in this area and will provide dense residential infill in an area with all necessary services present nearby to serve future residents.

Despite the density allowed (12 units per acre), the subject property is relatively small and much of the property is within floodzone and floodway, which will tend to restrict the number of units which can feasibly be constructed on the parcel. Due to the parcel size and flood zone constraints, no major impacts to traffic or to city services is anticipated related to the requested rezoning. An 8" water line along the west side of SW Featherston Road and an existing gravity sewer line along the east side of SW Featherston Road will provide water and sewer service for the property.

No information regarding signage or appearance of any future development is available, because no development is currently proposed. However, any construction, including signage, would be subject to development review by City staff and Planning Commission members in accordance with City code and regulations.

The following supporting documents are attached with this letter:

- Check to "City of Bentonville" in the amount of \$275 for Application Fee
- Completed Application Form signed by Applicant / Property Owner
- Copy of Corrected Warranty Deed Book 2006 47727
- Copy of Boundary Survey by Satterfield Land Surveyors, P.A.
- Legal Description from Boundary Survey
- CD with electronic copies of application materials (including legal description in Word format)

Thank you for your consideration of this request. Please do not hesitate to contact me if you have any questions or need any additional information.

Please let me know if you have any questions regarding this request or need any further information.

Sincerely,



Daniel Lazenby

Enclosures



Brian J. Moore, P.E.
President

Tim J. Mays, P.E.
Vice President

Jason Appel, P.E.
Secretary / Treasurer

Jerry W. Martin
Chairman of the Board

Consulting Engineers and Surveyors

www.engineeringservices.com

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURAL TO R-3, MEDIUM DENSITY RESIDENTIAL.

WHEREAS, Coughlin Family Revocable Living Trust 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 A-1, Agricultural to R-3, Medium Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN EXISTING P/K NAIL MARKING THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER. THENCE ALONG THE NORTH LINE OF SAID FORTY, SOUTH 87 DEGREES 39 MINUTES 19 SECONDS EAST, 802.50 FEET TO AN EXISTING IRON PIN. THENCE LEAVING SAID NORTH LINE, SOUTH 02 DEGREES 18 MINUTES 12 SECONDS WEST, 591.38 FEET TO AN EXISTING REBAR. THENCE NORTH 87 DEGREES 41 MINUTES 59 SECONDS WEST, 220.00 FEET TO AN EXISTING REBAR. THENCE NORTH 02 DEGREES 16 MINUTES 02 SECONDS EAST, 220.16 FEET TO AN EXISTING IRON PIN. THENCE NORTH 87 DEGREES 31 MINUTES 00 SECONDS WEST 581.83 FEET TO A SET P/K NAIL ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER. THENCE ALONG THE WEST LINE OF SAID FORTY, NORTH 02 DEGREES 13 MINUTES 17 SECONDS EAST, 369.99 FEET TO THE POINT OF BEGINNING, CONTAINING 7.94 ACRES AND SUBJECT TO ROAD RIGHTS OF WAY AND ANY EASEMENTS OF RECORD; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held December 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 A-1, Agricultural to R-3, Medium Density Residential.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of A-1, Agricultural to R-3, Medium Density Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2018.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

PROPERTY LINE ADJUSTMENT STAFF REPORT



Lot 7, Block 5 Braithwaite Park Addition & Lot 58 Hanover Subdivision

1 Stonehenge Dr

PC Date: 12/19/2017

Reviewer: Tyler Overstreet, Planner

Project Number	PLA17-0011
Applicant / Current Owner	Marvin Gray 1 Stonehenge Drive Bentonville, AR 72712
Site Area	+/- 3.9 acres
Current Zoning	R-E, Residential Estate & R-1, Single-Family Residential
Future Land Use Map Designation	Low Density Residential (LDR)

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

Location Map



This property involves two lots located within the Braithwaite Park Addition and the Hanover Subdivision. Each lot has an existing home.

Project Details

The applicant has submitted a property line adjustment that will create Lot 7, Block 5 (+/- 2.2 acres) of Braithwaite Park Addition & Lot 58 (+/- 1.7 acres) of Hanover Subdivision.

No utility easements are to be dedicated per this plat. Sufficient right-of-way exists along Stonehenge Drive. The applicant has requested a waiver for the right-of-way dedication requirements (26' from centerline) along Saddleworth Place, however.

Utility Infrastructure

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

Drainage Report

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

Waivers

1 Waiver request:

- Waiver to Article 1100, Design Standards, Right-of-Way Dedication, Section 1100.5.B of the Subdivision Code. The Master Street Plan calls for 26 feet of right-of-way from centerline along Saddleworth Place. The applicant is requesting a waiver of 7.36 feet from the right-of-way dedication requirements of the Master Street Plan and Subdivision Code.

Standard Conditions of Approval

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

Conclusion

This property line adjustment does not meet the minimum requirements of the subdivision regulations due to the waiver request.

NOTES

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

Property Description

City of Bentonville, Arkansas | Community & Economic Development Department
Troy Galloway, AICP, Community & Economic Development Director | 305 SW A Street, Bentonville, AR | (p) 479-271-3122 | (f) 479-271-5906

December 11, 2017

RE: PLA 17-0011

Property Line Adjustment

Creating Lot 7, Block 5 Braithwaite Park Subdivision and Lot 58 of Hanover Subdivision, Bentonville, Arkansas

To: Jon Stanley

City of Bentonville, Plannib305 SW A Street

Bentonville, Arkansas 72712

To whom it may concern, now comes Jim Collins of Sand Creek Engineering representing Marvin Gray, owner of the property in the above property line adjustment.

It is the request of the representative to request a waiver of Section 600.5.D and Section 1100.5.B and to not dedicate additional right of way on Saddleworth Place along the frontage of lot 58 Hanover Subdivision.

The reason for this request is as follows:

Of the lots being adjusted, one lies in Hanover Subdivision, which is a well-established addition. This lot is at the end of a cul-de-sac, surrounded by other developed lots. Being that this is not a through-street and that the properties along it are already developed, the possibility of future improvements to Saddleworth Place are unlikely.

Respectfully


Jim Collins PLS

Sand Creek Engineering

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 7,
BLOCK 5 OF BRAITHWAITE PARK ADDITION & LOT 58 OF HANOVER
SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lot 7, Block 5 of Braithwaite Park Addition and Lot 58 of Hanover Subdivision of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on December 19, 2017; and,

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

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

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

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

Section 1: That the property line adjustment of Lot 7, Block 5 of Braithwaite Park Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2018.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

PROPERTY LINE ADJUSTMENT STAFF REPORT



Lots 1, 2, 3 & 4 Citizens Bentonville Subdivision

SE 3rd St., SE J St. & East Central Ave.

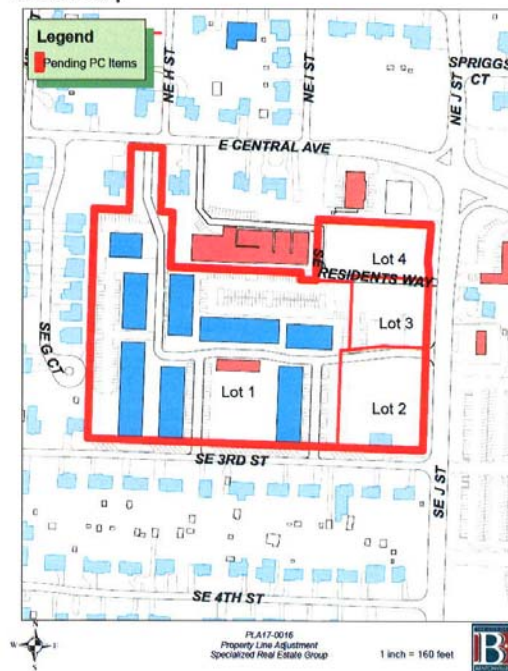
PC Date: 1/2/2018

Reviewer: Jon Stanley, Planner

Project Number	PLA17-0016
Applicant / Current Owner	Specialized Real Estate Group 15 N. Church Avenue, Suite #103 Fayetteville, AR 72701
Site Area	+/- 10.85 acres
Current Zoning	PUD, Planned Unit Development
Future Land Use Map Designation	Mixed Use (MU)

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

Location Map



Property Description

The property is vacant and located in a rapidly redeveloping mixed-use area east of the downtown square.

Project Details

The applicant has submitted a property line adjustment that will adjust the lot lines of 10 existing lot within Howards Addition, East Acres Addition, Angel Floro Addition and three un-platted parcels that will create four new lots. The new lots will be known as Lot 1 (+/- 7.73 acres), Lot 2 (+/- 1.33 acres), Lot 3 +/-0.82 acres) and Lot 4 (+/-0.98 acres) of Citizens Bentonville Subdivision. Per the requirements of the current Master Street Plan, additional right-of-way is being dedicated along SE 3rd Street and SE J Street. Multiple utility and drainage easements of varying widths are being dedicated with the plat to allow public utilities to serve future development. This property line adjustment is in conjunction with the J3 Apartments large scale development that was approved on May 2, 2017.

Utility Infrastructure

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

Drainage Report

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

Waivers

The applicant has requested no waivers.

Standard Conditions of Approval

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

Conclusion

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

NOTES

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

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS
1, 2, 3, & 4 OF CITIZEN BENTONVILLE SUBDIVISION TO THE CITY OF
BENTONVILLE, ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lots 1, 2, 3 & 4 of Citizen Bentonville Subdivision of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on January 2, 2018; and,

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

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

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

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

Section 1: That the property line adjustment of Lots 1, 2, 3 & 4 of Citizen Bentonville Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2018.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

PROPERTY LINE ADJUSTMENT STAFF REPORT



Lot 13 Railroad Addition

302 SE 2nd Street

PC Date: 1/2/2018

Reviewer: Tyler Overstreet, Planner

Project Number	PLA17-0018
Applicant / Current Owner	Robert & Shelly Stoker 302 SE 2 nd Street Bentonville, AR 72712
Site Area	+/- .5 acres
Current Zoning	R-1, Single Family Residential
Future Land Use Map Designation	Downtown High-Density Residential (D-HDR)

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

Location Map



Property Description

This property is located at 302 SE 2nd Street in the downtown area. The site is currently zoned R-1, Single Family Residential, and the Future Land Use Plan shows the property as Downtown High-Density Residential.

Project Details

The applicant has submitted a property line adjustment that will create Lot 13 (+/- .5 acres) of Railroad Addition.

Per the plat, .07 acres of right-of-way will be dedicated along SE 2nd Street and SE B Street.

Utility Infrastructure

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

Drainage Report

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

Waivers

The applicant has requested no waivers.

Standard Conditions of Approval

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

Conclusion

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

NOTES

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

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 13
OF RAILROAD ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lot 13 of Railroad Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on January 2, 2018; and,

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

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

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

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

Section 1: That the property line adjustment of Lot 13 of Railroad Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2018.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

PROPERTY LINE ADJUSTMENT STAFF REPORT



Lots 22 & 23 The Bluffs Subdivision

2822 Palisades Circle

PC Date: 1/2/2018

Reviewer: Tyler Overstreet, Planner

Project Number	PLA17-0020
Applicant / Current Owner	Paul & Rebecca Esterer 310 NW O Street Bentonville, AR 72712
Site Area	+/- 6.56 acres
Current Zoning	A-1, Agricultural
Future Land Use Map Designation	Agricultural (A)

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

Location Map



Property Description

This property is located at 2822 Palisades Circle. The site currently contains a utility access road.

Project Details

The applicant has submitted a property line adjustment that will adjust the lot line of Lots 20 & 21 of the Bluffs Subdivision, creating Lots 22 (+/- 4.06 acres) and 23 (+/- 2.5 acres) of the Bluffs Subdivision.

A variable width utility easement is being dedicated per the plat to allow utility access to an existing public sewer main.

Utility Infrastructure

Per the GIS website, public water and sewer are available to Lot 22. Lot 23 does not have public road frontage; its primary purpose is to serve future trail construction.

Drainage Report

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

Waivers

The applicant has requested no waivers.

Standard Conditions of Approval

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

Conclusion

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

NOTES

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

For Review

Property Line Adjustment

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS
22 & 23 OF THE BLUFF'S SUBDIVISION TO THE CITY OF BENTONVILLE,
ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lots 22 & 23 of The Bluff's Subdivision of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on January 2, 2018; and,

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

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

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

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

Section 1: That the property line adjustment of Lots 22 & 23 of The Bluff's Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2018.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Mud Puddle Investments, LLC

806 NW A Street

PC Date: 1/2/2018

Reviewer: Jon Stanley, Planner

Project Number	RZ17-0113
Applicant / Current Owner	Mud Puddle Investments, LLC 6077 SW Regional Airport Blvd. Suite 1 Bentonville, AR 72712
Site Area	± 1.43 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DN-2, Downtown Medium-Density Residential
Future Land Use Map Designation	Downtown Medium-Density Residential (D-MDR)

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

Location Map



Property Description

The property is an unoccupied single-family home located at 806 NW A Street in the downtown area. Adjacent zonings are R-1 to the south and east, RC-2 to the west, and R-1 to the north.

Projected Traffic Impact

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

Utility Infrastructure

Per the GIS website, water and sewer are available.

Relationship to the General Plan

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

Conclusion

In 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.



**Bates &
Associates, Inc.**

Civil Engineering & Surveying

7230 S Pleasant Ridge Dr. / Fayetteville, AR 72704

PH: 479-442-9350 * FAX: 479-521-9350

www.batesnwa.com

NOVEMBER 27, 2017

PLANNING COMMISSION
CITY OF BENTONVILLE

Dear Commissioners,

Our client, Randy Roth, is requesting a rezoning on a property he owns at 806 NW A Street (parcel #01-00451-000). The property is currently zoned R-1, and Mr. Roth would like to rezone it to DN-2, Downtown medium density Residential. If rezoned, Mr. Roth would like to develop single family homes. There is currently a mix of single family and multi-family housing. A rezoning to DN-2 would conform to Bentonville's future land use plan of DOWNTOWN MEDIUM DENSITY RESIDENTIAL by offering housing that would add density to the outskirts of the core downtown area. There would not be a significant increase in traffic. No signage is proposed for this property. As Mr. Roth has proven with other properties he has developed around the Bentonville area, very nice looking homes would be built that would improve the overall look of the neighborhood.

Water and sewer is available to the entire property along North Main Street and Northwest A Street. There is a 4" cast iron water main along North Main, and there is a 4" and 12" ductile iron water main running along Northwest A Street. There is an existing 8" PVC sewer main that runs down the middle of the property.

Please contact Bates & Associates with any questions or concerns.

Sincerely,
Geoff Bates
Bates & Associates, Inc.

ORDINANCE NO. _____

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

WHEREAS, Mud Puddle 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 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:

A PART OF OUTLOT 9 OF THE ORIGINAL TOWN OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR ON THE EAST RIGHT-OF-WAY OF NORTHWEST A STREET WHICH IS N02°02'46"E 199.92' FROM THE NORTHWEST CORNER OF LOT 4, BLOCK 25, OF DEMMING'S SECOND ADDITION TO THE CITY OF BENTONVILLE AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY N02°43'29"E 182.27' TO AN EXISTING REBAR, THENCE LEAVING SAID RIGHT-OF-WAY S88°15'08"E 333.33' TO AN EXISTING REBAR ON THE WEST RIGHT-OF-WAY OF NORTHWEST MAIN STREET, THENCE ALONG SAID RIGHT-OF-WAY S01°20'51"W 188.36' TO AN EXISTING REBAR, THENCE LEAVING SAID RIGHT-OF-WAY N87°12'54"W 337.81', TO THE POINT OF BEGINNING, CONTAINING 1.43 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held January 2, 2018 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Benton County Daily Record for the time and in the manner required by law; and,

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

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

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2018.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

FINAL PLAT STAFF REPORT



Ellington Village Subdivision

SW Ellington Street

PC Date: 1/2/2018

Reviewer: Tyler Overstreet, Planner

Project Number	FP17-0101
Applicant / Current Owner	Burkart Construction, Inc. 1201 SW Naphtali Boulevard Bentonville, AR 72712
Site Area	± 8.73 acres
Current Zoning	R-ZL, Zero Lot Line
Future Land Use Map Designation	Low Density Residential (LDR)
No. of Lots	39 buildable
Subdivision Name	Ellington Village Subdivision

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

Location Map



Property Description

The property is approximately 8.73 acres. It fronts onto SW Ellington Street. The site is currently zoned R-ZL, Zero Lot Line and the Future Land Use Plan shows the area as Low Density Residential.

Project Details

The applicant has submitted a final plat of 8.73 acres consisting of thirty-nine new, buildable lots and will be known as Ellington Village Subdivision. Minimum lot size is approximately 6,409 square feet. All public infrastructure has been inspected and accepted by the appropriate departments and all non-bondable items have been completed.

Utility Infrastructure

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

Drainage Report

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

Waivers

No waivers requested.

Conclusion

In 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 ELLINGTON
VILLAGE SUBDIVISION TO THE CITY OF BENTONVILLE,
ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the final plat of Ellington Village Subdivision, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on January 2, 2018; 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 Ellington Village Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2018.

APPROVED:

ATTEST:

MAYOR

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 9, 2018

Submitted by:

Shelli Kerr

Department

Planning Services

Phone

271-6822

ACTION REQUIRED:

Council approval of an agreement with Ozark Regional Transit Service in the amount of \$127,757.00 to provide transit service to Bentonville citizens in calendar year 2018 and waiving the requirement of competitive bidding.

COST TO CITY:

Cost of this Request: \$127,757

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	127,757
Funds Expended to Date		
Remaining Budget		127,757
Budget Adjustment		-
Remaining After Adjustment	\$	127,757

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 1/9/2018

Requested by: Shelli Kerr

Department: Community & Economic Development

DESCRIPTION OF REQUEST:

Type of Equipment: public transit services

Year & Model: n/a

Serial # n/a

To Be Purchased From: Ozark Regional Transit (ORT)

Amount:	Base Amount:	\$ 127,757.00
	Tax:	\$ -
	*Other:	\$ -
	TOTAL	\$ 127,757.00

* List all other costs:

JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:

The purchase is a public transit service that is only offered by Ozark Regional Transit in the Northwest Arkansas area. We request the waiver of bid in order to sanction the selection process and to facilitate the contract with Ozark Regional Transit.

Department Head

Director of Finance & Administration

Revised 6-18-99



To: Mayor McCaslin, City Council Members and City Clerk
From: Shelli Kerr, AICP, Planning Services Manager
Subject: Ozark Regional Transit 2018 Contract
CC Date: January 9, 2018

Staff requests City Council approval of an agreement with Ozark Regional Transit Service, a public transit authority, and requesting a waiver of bid. For the fixed sum of \$125,757.00 ORT will provide transit services to Bentonville citizens. These services include a fixed route, ADA Para-Transit service, and Demand Response service for those citizens that are not covered by the ADA Para-Transit service. The term of the agreement is from January 1, 2018 to December 31, 2018.

Staff also requests a waiver from the requirement of competitive bidding since ORT is the only public transit provider in the Northwest Arkansas area. Please contact Community and Economic Development at 479-271-3122 with questions.

AGREEMENT FOR TRANSIT SERVICES

WHEREAS, Ozark Regional Transit (ORT), is a public transit authority organized and existing pursuant to A.C.A 14-334-101 et. seq., and;

WHEREAS, the City of Bentonville, Arkansas (City) is a member of said authority; and,

WHEREAS, ORT has been providing public transportation to the citizens of the City; and,

WHEREAS, the City has agreed to provide funding for transit services from its General Fund; and,

WHEREAS, the City is agreeable to such.

NOW, THEREFORE, IT IS AGREED:

1. ORT will continue to provide services to the citizens of the City of Bentonville as has been traditionally provided in the past.
2. For the sum of \$125,757.00, ORT will provide services as follows:
 - a. Fixed route services within the City.
 - b. Associated ADA Para-Transit services.
 - c. Available Demand Response services to those citizens that are not covered by the ADA Para-Transit service.
3. It is anticipated that the revenue to fund these activities will be approximately \$125,757.00. If the City's share of the state sales tax enacted pursuant to Amendment 91 tax generates more than this amount then any such overage will be retained by the City. If the anticipated revenue is less than \$125,757.00 then the City shall pay the difference from other funding sources.
4. The revenue referred to herein shall be remitted in 1 installment. The lump sum shall be due to ORT before January 30, 2018.
5. The term of this Agreement shall be from January 1, 2018 through December 31, 2018; however, said Agreement may be terminated by either party upon sixty (60) days written notice.
6. ORT shall make monthly reports to the City and furnish any and all information request by the City.
7. The term of this Agreement shall be from January 1, 2018, through December 31, 2018. However, it shall renew annually and automatically and include any pay increases approved by the City Council, unless agreed to otherwise by the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the _____ day of _____, 20__

Ozark Regional Transit

By: 

Joel Gardner
Executive Director
Ozark Regional Transit

City of Bentonville, Arkansas

By: _____

Mayor, City of Bentonville, Arkansas

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH OZARK REGIONAL TRANSIT (ORT) TO PROVIDE PUBLIC TRANSIT SERVICE WITHIN THE CITY OF BENTONVILLE 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 City Clerk should be and are hereby authorized to enter into an agreement with Ozark Regional Transit (ORT) for transit services for a fixed amount not to exceed \$125,757.00 as per the agreement attached hereto as Exhibit "A."

Section 2. Because Ozark Regional Transit is the only public transit provider in Northwest Arkansas, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2018.

APPROVED:

Mayor Bob McCaslin

ATTEST:

City Clerk



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 9, 2018

Submitted by:

Shelli Kerr

Department

Planning Services

Phone

271-6822

ACTION REQUIRED:

Appointment of Tim Robinson to the Public Art Advisory Committee as an ex-officio member representing City Council.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMO



To: City Council Members and City Clerk
From: Bob McCaslin, Mayor
CC Date: January 9, 2018
Re: Appointment of Tim Robinson to the Public Art Advisory Committee

I recommend Tim Robinson for appointment to the City of Bentonville's Public Art Advisory Committee as an ex-officio member representing City Council.



Bob McCaslin, Mayor

12-07-17

Shelli,

I am writing to let you know that I would like to serve on the Public Arts Advisory Committee as an ex-officio member from City Council. I believe this group has already installed several community-enhancing projects throughout town and I look forward to being a part of that process in the future!

Best regards,

Tim Robinson
Alderman, Bentonville City Council



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 9, 2018

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of an ordinance waiving competitive bid and authorizing the Mayor and City Clerk to enter into an agreement for services with Downtown Bentonville, Inc.

COST TO CITY:

Cost of this Request: \$30,000

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

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PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>1/27/2017</u>
Requested by:	<u>David Wright</u>
Department:	<u>Parks and Recreation</u>
DESCRIPTION OF REQUEST:	
Type of Equipment:	<u></u>
Year & Model:	<u></u>
Serial #	<u></u>
To Be Purchased From:	<u></u>
	<u></u>
	<u></u>
Amount:	Base Amount: \$ <u>30,000.00</u>
	Tax: <u></u>
	*Other: <u></u>
	TOTAL \$ <u>30,000.00</u>
 * List all other costs:	
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:	
Agreement is with Downtown Bentonville, Inc. (DBI) for services provided to citizens and visitors of Bentonville. These service include produing major community event that include Farmers Market and First Friday events. DBI is a local, qualified firm who will plan, promote and manage the events for the City at a rate less expensive than managing with City Staff. The cost agreement is \$30,000 per year.	
<u> </u> Department Head	<u> </u> Director of Finance & Administration

Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: December 22, 2017
Re: City Council approval of an ordinance waiving competitive bidding and authorizing the Mayor and City Clerk to enter into an agreement for services with Downtown Bentonville, Inc.

City Staff is seeking City Council's approval of an ordinance, waiving competitive bidding for services and authorizing the Mayor and City Clerk to enter into an agreement with Downtown Bentonville, Inc (DBI). Duration of the agreement is from January 1, 2018 through December 31, 2018. This fee represents a \$30,000 annual fee.

This agreement, similar to the agreement of previous years, authorizes DBI to produce and charge fees for family friendly, community based events on / around the Downtown Bentonville Square. These events include Farmers Markets, First Fridays, the Art and Culinary Festival, the Lighting of the Square and the Christmas Parade. While the City will support these events, the contract states the responsibility falls on DBI to plan, promote, produce and evaluate these events annually. In addition to these major events, DBI is responsible for creating and maintaining a public calendar of events held on or / the Square. Finally, DBI staff is required to attend the monthly Traffic, Safety and Signage Committee. This allows for further coordination of events, if necessary.

As stated, City of Bentonville Staff provides labor and support for each of these community events. For example, Police and Fire are present and attend to emergencies during each public event. Parks and Recreation Staff provides set up and tear down support, as well as trash control during each event. This contribution is significant to our operating budget, so these services are outlined in the agreement.

Staff members from DBI and the City of Bentonville have thoroughly reviewed the agreement. Both parties have expressed they are satisfied with the agreement and believes it lays a solid foundation for a working relationship for these programs and events.

Many City of Bentonville Staff members contributed to this agreement and agenda item. This contract touches Police, Fire, Parks, Planning and Legal. If you have any questions regarding this item, please email me at dwright@bentonvillear.com. If I cannot answer your question(s), I will forward them to the appropriate department.

Attachments:

*Request for Bid Waiver
Agreement for Services with Downtown Bentonville, Inc.*

AGREEMENT FOR
DOWNTOWN BENTONVILLE, INC.
PROGRAM FOR THE
CITY OF BENTONVILLE, AR

Downtown Bentonville, Inc. (DBI), a not-for-profit entity, shall provide services to the City of Bentonville (City), in exchange for consideration from the City.

This contract outlines the services provided to the City by DBI.

General services will include the development and implementation of strategies and plans for downtown Bentonville and enhancements that will include, but are not limited to, infrastructure, events, marketing, communications, business recruitment and other economic development activities.

Specific services provided by DBI will include:

Event Production, Coordination and Administration

- A. Coordinate master public event calendar and coordinate approval process for all public realm events held on or surrounding the Bentonville Square. This role includes ensuring that proposed events comply with existing laws and regulations and meet with the approval of the City, including the Police Department, the Fire Department, the Parks and Recreation Department, the Street Department, the Community Development Department, the Legal Department and any other department that may be impacted.
- B. Provide a central contact point (via designated employee) for event coordination. Said employee shall also attend all City of Bentonville Traffic Safety and Signage Committee meetings.
- C. Produce and direct the following events for the City of Bentonville on the Bentonville Square:
 - 28 Farmers Market Events;
 - 8 Bentonville First Fridays;
 - the Bentonville Art and Culinary Festival;
 - the Lighting of the Square; and
 - the Christmas Parade.
- D. In addition to these major activities, DBI will also continue to look for means to attract people into the downtown area of Bentonville.

Event Assurances

In order for the City Of Bentonville's Departments to adequately provide assistance and support to DBI public events, DBI shall comply with the following policies:

- A. In addition to the required Traffic Safety and Signage Committee approvals, DBI will provide Bentonville Parks and Recreation, or the appropriate City department, detailed logistical information a minimum of two weeks prior to each event. This information should include, but not limited to, beginning and ending times for said program(s).
- B. City support staff, when needed, will remain on site a maximum of one hour after the scheduled end time (two hours for First Friday events). If time exceeds scheduled end time, DBI is responsible to return public site to normal operating conditions: free of trash, debris, compost and other like materials.
- C. DBI is required to bring the public site back to its normal operating conditions at the conclusion of the event. All staging equipment, barricades, supplies, tents, portable restrooms, etc. must be removed immediately following the event. When an event concludes late in the evening, it may be acceptable to have items removed first thing the following morning.
- D. Any equipment required to be staked cannot be staked into the ground or other permanent structures in the Downtown Square area. Equipment shall be anchored with sandbags, water barrels, buckets, or other like item. Damage occurring from failure to comply with this stipulation will be repaired by the appropriate City Department and billed to DBI to include the costs of supplies and labor.
- E. DBI and event vendors must comply with State of Arkansas Health Department regulations. This prohibits food and drink vendors from utilizing the non-domestic water on the Downtown Square. Please note all water faucets in the Downtown Square are non-domestic.
- F. DBI and vendors must also comply with all applicable laws, regulations and public safety codes including but not limited to the Arkansas Fire Prevention Code and the National Electrical Code.
- G. If DBI or event vendors, require additional electric service beyond the existing installed outlets, they must provide their own power source via generator. This service shall comply with the National Electric Code.
- H. No alcoholic beverages will be sold or consumed in connection with City events or at DBI events on the Square or City property.
- I. DBI shall maintain an Emergency Operations Plan approved by the City of Bentonville.

General Administration

Additionally, DBI shall develop data systems to track process and progress of the DBI programs and initiatives and provide a verbal and written year-end report on downtown economic and event activity to the Bentonville City Council.

In exchange for the services set forth herein, DBI shall be compensated as follows:

- A. DBI shall receive a payment of Thirty Thousand Dollars (\$30,000) per year directly from the City for work as outlined. The length of the contract is from January 1, 2018 to December 31, 2018. DBI shall receive two payments of \$15,000 each for services rendered in 2018, the first will be payable in March 2018 and the second payable in September 2018.
- B. DBI shall also be permitted to charge the following fees from vendors for listed events:
- First Friday Booth: \$75 -For Profit Organization; \$40 -Non Profit Organization
 - First Friday Concessions: \$75, plus 10% of gross sales
 - Farmers Market Booth: \$15 per day, plus 5% of gross sales
 - Farmers Market Concessions: Booth fee, plus 5% of gross sales

The City may terminate this agreement if it deems necessary and prudent, and, if such termination occurs, the City shall pay a proportional share of the contract based on the date of termination.

Dated this _____ of _____, 20____

Rod Bigelow, Board President
Downtown Bentonville, Inc.

Bob McCaslin, Mayor
City of Bentonville

Chad George, Director of Operations
Downtown Bentonville, Inc

Linda Spence, City Clerk
City of Bentonville

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE
CITY CLERK TO ENTER INTO AN AGREEMENT WITH
DOWNTOWN BENTONVILLE INC. FOR EVENT
PRODUCTION AND RELATED SERVICES AND WAIVING
THE REQUIREMENT OF COMPETITIVE BIDDING.**

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Downtown Bentonville Inc. for event production and related services as set forth in the agreement attached hereto as Exhibit A.

Section 2: Because Downtown Bentonville Inc. is uniquely qualified to produce these events due to its mission, its relationship with downtown stakeholders and its working knowledge of producing downtown events, it would be neither practical nor feasible to advertise for competitive bidding, that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2018.

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:

January 9, 2018

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Parks and Recreation is requesting approval to enter into an agreement with Challenger Sports facilitate the Camp Soccer summer camp at Citizens Park.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE





Memo

To: City Council, Mayor McCaslin
From: Lee Farmer, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: 12/18/2017
Re: Council approval to enter into contract with Challenger Sports to become the contractor for Camp Soccer.

Parks and Recreation is requesting City Council to approve a resolution, authorizing the Mayor and Clerk to enter into agreement with Challenger Sports to be the contractor for 2018 Camp Soccer at Citizens Park Soccer Complex.

Parks & Recreation and Purchasing advertised a request for proposal for a Camp Soccer Professional Contractor in January of 2017. A selection committee, comprised of members of the Parks and Recreation Staff, reviewed the proposals. The selection committee reviewed the candidate's qualifications, proposed programs and fee structure. Challenger Sports was chosen based on these criteria. That agreement with Challenger Sports was a one-year agreement for 2017, and renewable two additional years in 2018 and 2019. Parks and Recreation is seeking approval to renew the agreement with Challenger Sports for 2018.

Challenger Sports has a proven track record of providing high-quality, successful soccer camp programs for Bentonville Parks and Recreation. They have dedicated itself to developing participant skill, teamwork, and passion for the game through their soccer camp programs for over 25 years. Challenger Sports offers soccer camps throughout the nation and the soccer camp in 2017 was in the top ten nationally for participation.

As with all of BPR's programs, the contractor's staff members are required to pass criminal background checks.

If you have any questions regarding this item, please let me know. Please call me at 479-969-0210, or email lfarmer@bentonvillear.com.

2018 BRITISH SOCCER & TETRA BRAZIL CAMP AGREEMENT/CONFIRMATION

2nd year of 3 year agreement.

The agreement made this _____ day of _____, 2017 between CHALLENGER SPORTS CORP and its assignees, a corporation organized and existing under the laws of the State of Kansas, located at 8263 Flint, Lenexa, KS 66214 and herein referred to as "British Soccer" and:

The City of Bentonville Bentonville, Arkansas herein referred to as "The Club"
 Organization Name City & State

WHEREAS:

1.0 Conditions: "British Soccer" agrees that it will conduct and maintain an instructional soccer camp in accordance with the following:

- Coaches will hold the minimum of a Football Association Coaching License/Challenger/British Soccer Coaching certification.
- There will be at least one qualified coach for each coaching group (12-15) of campers.
- Each camp shall include five daily sessions Monday through Friday or other as specified. Sessions shall run for one hour, one and a half hours, two hours and three hours

1.1 Term of Contract - please circle all appropriate camp programs and fees.

Spring Break Camp	Times	Ages	Price	p/p to Challenger	p/p to Bentonville
First Kicks	8:00am-9:00am	3-5 yrs	\$110	\$90	\$20
Half Day	9:00am-12:00pm	6-9 yrs	\$150	\$130	\$20
Half Day	1:00pm-4:00pm	10-16 yrs	\$150	\$130	\$20

Session 1	Times	Ages	Price	p/p to Challenger	p/p to Bentonville
First Kicks	8:00am-9:00am	3-5 yrs	\$110	\$90	\$20
Half Day	9:00am-12:00pm	6-16 yrs	\$150	\$130	\$20
First Kicks	5:30pm-6:30pm	3-5 yrs	\$110	\$90	\$20
Half Day	5:30pm-8:30pm	6-16 yrs	\$150	\$130	\$20
One Week One Passion	8:00am-2:00pm	10-18 yrs	\$240	\$200	\$40

Session 2	Times	Ages	Price	p/p to Challenger	p/p to Bentonville
First Kicks	8:00am-9:00am	3-5 yrs	\$110	\$90	\$20
Half Day	9:00am-12:00pm	6-16 yrs	\$150	\$130	\$20
GK & Goal Scorer	5:30pm-8:30pm	6-16 yrs	\$150	\$130	\$20
Tetra Brazil	9:00am-12:00pm	9-16 yrs	\$160	\$138	\$22

1.2 Provisions: "British Soccer" shall provide the following to the Club:

- One coaches clinic/special coaching session per week of camp, two hours in length, at no charge to "The Club" during the week of camp.
- A certificate of general liability coverage to all camps.
- Promotional literature, posters and operational and marketing support.
- A hand stitched soccer ball and T-shirt to each camper who registers for camp -- unless otherwise stated.
- A replica British Soccer jersey to all campers who register in person at a special promotion event
- The Camp coordinator will receive a free camp scholarship and free replica jersey.
- All host families will receive a rebate of \$80 towards the cost of their camp fees.

2.0 Conditions accepted by the "The Club":

- To provide an outdoor soccer field or training area which are deemed safe and suitable for instructional purposes. Approximate requirements, one field per 30 campers.
- Provide a Coordinator who shall be the local camp administrator and liaison between "British Soccer;" and "The Club".
- Be responsible for the administration of camp applications.

2.1 Non Solicitation: "The Club" agrees that it will not solicit the services of any member of the "British Soccer" Coaching staff for employment independent of "British Soccer."

The terms and/or conditions of this contract may be amended by Challenger Sports with 30 day written notice.

Spring Break Camp: March 19th - 21st Week 1 (Session 1): June 25 - 29 Week 2 (Session 2): July 23 - 27

PLEASE PRINT: Name of Authorized officer for sponsoring organization:

Address:

City:

St:

Zip:

Daytime tel: ()

Eve. ()

email:

Date

Signature of British Soccer Officer

Date

12/16/2017

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
CHALLENGER SPORTS FOR THE OPERATION OF A
YOUTH SOCCER CAMP FOR THE CITY OF
BENTONVILLE PARKS AND RECREATION
DEPARTMENT.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an
Agreement with Challenger Sports for the operation of a youth soccer camp for the City of
Bentonville Parks and Recreation Department as set forth in the attached Exhibit A.

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

PASSED and APPROVED this ____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	2017-03
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

January 9, 2018

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Parks and Recreation Staff seeks City Council's approval of a bid award to Challenger Teamwear in an amount not to exceed \$49,445.00 for the purchase of uniforms for the 2018-2019 season. Challenger Teamwear was chosen through the RFP selection process.

COST TO CITY:

Cost of this Request: \$49,445

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: Lee Farmer, Parks and Recreation Manager
Through: David Wright, Parks and Recreation Director
Date: December 18, 2017
Re: Bid Award for Soccer Uniforms 2018

Parks and Recreation is seeking council approval of a bid award of RFP number 2017-03 to Challenger Teamwear for the purchase of soccer uniforms for the 2018– 2019 Soccer seasons. Although this RFP was issued in 2017, it was renewable for two additional years. Parks and Recreation is seeking approval for the second renewable year.

Parks and Recreation worked with the Purchasing Department to issue a RFP in 2017 for Soccer Uniforms. This RFP requested companies to provide samples of uniforms with a description of color choices, order process, delivery method and price. Challenger Teamwear was selected based on the quality of their uniforms at the most affordable rate.

Parks and Recreation has seen tremendous success with our soccer program, which we started in 2010. We witnessed our participation rates grow to more than 1750 youth participants in the fall of 2017. We anticipate our numbers to be approximately 1800 participants in the fall and 2,400 in the spring during the 2018 – 2019 season.

When a recreation program experiences these types of numbers, the revenue and the expenses increase as well. Included in each participant's registration fee is the cost of a full soccer uniform. This includes a jersey with matching shorts and socks. This uniform set will cost us \$14.95 each. After screen-printing, taxes and freight, the City will pay a total invoice amount of approximately \$49,445. The expenses of this program, including the uniform expense, are absorbed through registration revenue.

If you have any questions regarding this item, please let me know. Please call me at 696-0210 or 925.8885 (cell), or email lfarmer@bentonvillear.com.



2018 TEAMWEAR UNIFORM AGREEMENT

The agreement made this _____ day of _____, 2018 between CHALLENGER TEAMWEAR, a corporation organized and existing under the laws of the State of Kansas, located at 8263 Flint, Lenexa, KS 66214 and herein referred to as "Challenger" and

CITY OF BENTONVILLE
(Name of Organization)

Herein referred to as "The Organization," located in:

BENTONVILLE
(City)

ARKANSAS
(State)

WHEREAS:

"Challenger" agrees that it will produce and deliver Challenger Teamwear soccer uniforms in accordance with the following:

- 1) "Challenger" will provide the "The Organization" with the Teamwear package proposed in Bid, as chosen by "The Organization," at Pricing as indicated on the attached bid.
- 2) "Challenger" agrees to provide prices listed on the attached bid, and "The Organization" agrees to order Challenger uniforms for the duration of the contract. Contract ends on December 31 of selected year. (Please select one below.)

One Year _____

One-year contract ends May 31st 2019. Contract applies only to items specified in the bid, as referred to in point No. 1 of this contract.

Optional Two Year Renewable agreement if both parties are in agreement. Second year optional agreement with end May 31st 2020.

- 3) "Challenger" agrees it will deliver "The Organization" Teamwear uniform order on the 30 day of June 2018. "The Organization" agrees this delivery date will only be met if the final order is received by Challenger Headquarters in writing a minimum of 21 days before the desired delivery date (___ days if no screen printing is needed). **An order is not final until "Challenger" receives a complete written uniform order with pertinent printing and numbering instructions, camera-ready logo (if applicable), and payment.** Any backordered items will be delivered as soon as possible.
- 4) "Challenger" agrees with all printed orders it will deliver all uniforms packed by team or club for easy distribution, as instructed by "The Organization." Bulk orders may require a handling fee per team if these orders are asked to be team packed.
- 5) "The Organization" agrees to order a total of approximately 2825 Challenger Teamwear uniforms of the agreed upon Team uniform package per year, as requested by "The Organization" for the duration of the contract. (See No.1) If the annual quantity of complete uniforms ordered is significantly different from the annual quantity listed above, this contract price is subject to change. In the case of this event, "The Organization" must contact its Regional Director or the "Challenger" home office for a revised bid and contract.
- 6) "Challenger" agrees additional orders for extra uniforms will be priced at agreed upon package pricing for the duration of the contract.
- 7) "The Organization" shall provide a designated contact person who shall be the local uniform liaison between "Challenger" and "The Organization."
- 8) "The Organization" agrees payment for the total uniform package will be made on placement of any and all complete orders (A complete order is written documentation received by Challenger Teamwear Headquarters). Payment methods are as follows: **Credit Card or Purchase Order:** Immediate order processing; **Cashier's Check/Money Orders:** Immediate processing upon receipt; **Personal Checks:** Order processing within 7 business days.

Authorized officer for organization: _____

Address: _____

City: _____ State: _____

Zip: _____

Daytime telephone: () _____ Evening: () _____ Fax/Email: _____

Signature of authorized officer of organization

Date: _____

Challenger Teamwear Office _____ Date: 12/13/17

One year Agreement Prices:

Uniform Set

Tomahawk Set	\$14.95 Youth	\$14.95 Adult	Page 14	21 Colors – Sizes YXS-AXXL
Mayan Set	\$14.95 Youth	\$14.95 Adult	Page 13	16 Colors – Sizes YXS-AXL
Arizona Set	\$14.95 Youth	\$14.95 Adult	Page 15	18 Colors – Sizes YXS-AXXL
Navajo Set	\$14.95 Youth	\$14.95 Adult	Page 16	17 colors – Sizes YXS-AXL
Apache Set	\$14.95 Youth	\$14.95 Adult	Page 20	16 Colors – Sizes YXXS-AXL
Ranger Set	\$14.95 Youth	\$14.95 Adult	Page 19	19 Colors – Sizes YXS-AXL
Hopi Set	\$14.95 Youth	\$14.95 Adult	Page 18	16 colors – Sizes YXS-AXL
Chippewa	\$14.95 Youth	\$14.95 Adult	NEW	20 Colors – Sizes YXS-AXXL
Seneca	\$14.95 Youth	\$14.95 Adult	NEW	20 Colors – Sizes YXS-AXXL
Pima	\$14.95 Youth	\$14.95 Adult	Page 17	24 Colors – Sizes YXS-AXXL

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



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 12, 2017

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of an ordinance waiving competitive bidding for Lego - based recreational camps and activities for Parks and Recreation.

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



REQUEST FOR WAIVER OF BID

Date	<u>1/9/2018</u>
Requested by:	<u>Lee Farmer</u>
Department:	<u>Parks and Recreation</u>
DESCRIPTION OF REQUEST:	
Type of Equipment:	<u>Lego Camp Provider</u>
Year & Model:	<u> </u>
Serial #	<u> </u>
To Be Purchased From:	<u> </u>
	<u> </u>
	<u> </u>
Amount:	Base Amount: \$ <u>28,000.00</u>
	Tax: <u> </u>
	*Other: <u> </u>
	TOTAL \$ <u>28,000.00</u>
 * List all other costs:	
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:	
Parks and Recreation is seeking City Council's approval of an ordinance waiving competitive bidding and awarding a contract to Steam Explorers to provide recreational camps and programs for Bentonville Parks and Recreation. Steam Explorers is the only authorized provider in our area for this service.	
_____ Department Head	_____ Director of Finance & Administration

Revised 6-18-99

Memo



To: City Council, Mayor McCaslin
From: Lee Farmer, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: December 4, 2017
Re: City Council approval of an ordinance waiving competitive bidding and awarding a contract to "Steam Explorers" of Rogers, to provide recreational camps and programs for Bentonville Parks and Recreation.

Parks and Recreation is seeking City Council's approval of an ordinance waiving competitive bidding and awarding a contract to Steam Explorers to provide recreational camps and programs for Bentonville Parks and Recreation.

In 2016, Parks and Recreation began partnering with Steam Explorers to offer Lego camps at our Camp Bentonville program. Since this time, BPR successfully hosted half-day summer camps based at the Bentonville Community Center and these popular programs repeatedly reach high participation numbers. With the popularity of these programs, and the frequency they are being offered, the payment for services to the contractor will exceed the figure that determines if the service should be formally bid for services.

Bentonville Parks and Recreation is responsible for working with the vendor (Steam Explorers) and determining the program schedule for the year. After the schedule is created, BPR promotes and registers participants for the program. BPR pays Steam Explorers 70% of the gross revenue and retains 30% for our operational expenses.

While there are other alternative-learning companies in our area, Stream Explorers is the authorized provider of Lego camps in our service area. Steam Explorers owns the franchise for Lego in Northwest Arkansas.

The partnership will allow Bentonville Parks and Recreation to offer 10 Lego based programs at the Community Center in 2018. These programs will begin during Spring Break in March.

As with all of BPR's programs, the contractor's staff members are required to pass criminal background checks.

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

STEAM EXPLORERS™ PERFORMANCE AGREEMENT

Agreement dated as of November 13, 2017 by and between Jamie Ellis and Sarah Graber dba STEAM Explorers™ ("SE"), located at 804 E. Audrey Lane, Rogers AR 72758 and Bentonville Parks & Recreation ("BPR").

Location of Services to be performed:

*Bentonville Community Center
1101 Citizens Circle
Bentonville, AR 72712*

Primary Contact:

*Ryan Ward
(479)696-0200
RWard@bentonvillear.com*

TERMS

1. **Services to be performed.** STEAM EXPLORERS™ will facilitate LEGO activities for students enrolled in Bentonville Parks & Recreation activities. SE will provide all necessary materials for the program. SE will provide all arts and crafts supplies that coordinate with each camp. The camp(s) will be as follows:

2018:

- A. March 19-23 – Pirates Mixed Camp (\$95 per camper).
- B. June 11-15- Minecraft Camp 1 (\$95 per camper).
- C. June 18-22 – Lego Mixed Camp (\$95 per camper).
- D. July 9-13 – Camp Mega Minecraft (\$95 per camper).
- E. July 16-20 – Camp Lego Star Wars (\$95 per camper).
- F. July 23-27 – Comic Book Creator Camp (\$115 per camper).
- G. July 30-August 3 – Camp Carnival Fun (\$95 per camper).
- H. October 15-16 – Minecraft Mixed Camp (\$40 per camper) *9-noon.
- I. November 19-20 – Star Warriors Mixed Camp (\$40 per camper) *9-noon.
- J. December 26-28 – Winter Wonderland Lego Camp (\$60 per camper) *9-noon.

***Camps will be from 9-12 and 1-4 pm each day unless there is a need to combine both camps into one. Camps 3 days or less will take place from 9-noon only. Ages will be mixed from 5-14 years old for each camp.

1. **Arrival:** Teachers will arrive at the location no later than 8:40 a.m. Students may be dropped off no earlier than 15 minutes before the start of camps and must be picked up no later than 15 minutes after camp ends.

2. **Terms of Payment:** Bentonville Parks & Recreation shall pay STEAM Explorers™ according to the following terms and conditions: Net 14 days after invoice has been submitted.
3. **Payment Amount:** As listed above with each camp. Camps will require a minimum of 8 campers to be held.
4. **Student to Teacher Ratio:** There shall be no less than 1 teacher per 30 students in each camp. STEAM EXPLORERS™ will be responsible for providing all teachers for camps listed above. Teachers will be responsible for supervision of all children attending a STEAM EXPLORERS™ camp.
5. **STEAM EXPLORERS™ Will Provide:** 1 Mini figure at the end of each week long camp per child to take home.
6. **BRP Will Provide:** All marketing and registration on behalf of STEAM EXPLORERS™ for any and all camps or events for all dates listed above.
7. **Camps will be performed at:** Bentonville Community Center, 1101 Citizens Circle, Bentonville AR 71712.

CONDITIONS

1. **Federal, State and Local Taxes:** Bentonville Parks & Recreation shall not withhold or pay federal, state, or local income taxes or payroll taxes of any kind on behalf of Steam Explorers™. Bentonville Parks & Recreation shall not treat Steam Explorers™ as an employee with respect to the services performed hereunder for federal, state, or local tax purposes.
2. **STEAM EXPLORERS™ Tax Duties and Liabilities:** Steam Explorers™ acknowledges all responsibility for paying federal and state income taxes and the Bentonville Parks and Recreation will not withhold or pay any portion of SE taxes.
3. **Independent Contractor Status:** Steam Explorers™ acknowledges and represent to Bentonville Parks & Recreation that (1) SE is not and shall not be an employee of BENTONVILLE PARKS & RECREATION, and the status of SE shall be that of an independent contractor solely responsible for SE employees actions and inactions; (2)
4. SE shall act solely as an independent contractor, not as an employee or agent for Bentonville Parks & Recreation; and (3) Steam Explorers™ is not authorized to enter into contracts or agreements on behalf of BPR.
5. **Recording:** SE reserves the right to photograph and document all aspects of the program for educational and marketing purposes, to include potential use in training, promotional marketing, and on Steam Explorers™ social media and websites.

6. **Assignability:** This agreement shall not be transferred or assigned, in whole or in part, by SE without prior written consent of BPR.
7. **Choice of Law:** Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the State of Arkansas.
8. **Agreement:** This Agreement supersedes all prior written or oral agreements, if any, between the parties. The Agreement cannot be changed or modified orally. This Agreement may be supplemented, amended, or revised only in writing by agreement of both parties.
9. **Force Majeure:** Neither party shall be liable in damages or have the right to terminate this agreement for any delay or default in performing hereunder if such a delay or default is caused by conditions beyond its control including but not limited to acts of God, government restrictions (including the denial or cancellation of any export of other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected (including mechanical, electronic, or communications failure).

STEAM EXPLORERS™

Owners: Jamie Ellis & Sarah Graber



Signature

Nov 13, 2017

Date

Bentonville Mayor: Bob McCaslin

Signature

Date

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE
CITY CLERK TO ENTER INTO AN AGREEMENT WITH
STEAM EXPLORERS FOR RECREATIONAL CAMPS AND
PROGRAMS FOR THE CITY OF BENTONVILLE PARKS
AND RECREATION DEPARTMENT AND WAIVING THE
REQUIREMENT FOR COMPETITIVE BIDDING.**

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Steam Explorer for Recreational Camps and Programs for the City of Bentonville Parks and Recreation Department, as per the Proposal attached hereto as Exhibit A.

Section 2: Because this company is the only local company franchised and licensed to provide Lego based programs in the area, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 9, 2018

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Parks and Recreation is requesting City Council approval of a ordinance authorizing the Mayor and City Clerk to enter an agreement with Arkansas United States Specialty Sports Association for the service of providing umpires for youth baseball tournaments for Parks and Recreation and waiving the requirement for competitive bidding.

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



REQUEST FOR WAIVER OF BID

Date	<u>1/9/2018</u>		
Requested by:	<u>Lee Farmer</u>		
Department:	<u>Parks and Recreation</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u></u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Arkansas United States Sports Specialty Association</u>		
	<u></u>		
	<u></u>		
Amount:	Base Amount:	\$	<u>85,370.00</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>85,370.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Bentonville Parks and Recreation utilizes a AR USSSA to schedule and pay individual youth baseball officials directly for our recreational baseball tournaments. AR USSSA invoices Parks and Recreation for these payments making this a much more efficient process. Parks and Recreation's baseball tournaments are sanctioned by AR USSSA which is the sole provider of this service in our area.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-18-99			



Memo

To: City Council, Mayor McCaslin
From: Lee Farmer, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: December 7, 2017
Re: USSSA Sports – Baseball Tournament Director Contractor

The Parks and Recreation department utilizes an independent contractor for the service of providing baseball tournament umpires. The Baseball Tournament Director will recruit, train, schedule, and pay baseball tournament umpires. Following payment, the director will invoice Parks and Recreation for reimbursement of umpire services paid. This allows the tournament director to coordinate umpire services from start to finish, and eliminates a large amount of work for the parks and recreation department. This is a much more efficient process for coordinating umpires at baseball tournaments.

In January of 2018, Parks and Recreation will enter into an agreement with Arkansas USSSA Sports for the service of directing baseball tournaments in 2018. The agreement is attached to this memo. One of their responsibilities as tournament director is to ensure games are staffed with umpires. In 2018, Bentonville baseball tournaments will create a gross revenue of more than \$100,000 for the program. Due to this demand and the number of participants in our program, there are a large amount of games to be staffed with umpires. Thus, the city plans to spend more than the \$20,000 contract amount that requires City Council approval on tournament director services in 2018.

This ordinance authorizes the agreement presented to council, and allows Arkansas USSSA Sports to receive an anticipated income of \$85,370.00 in 2018. Arkansas USSSA Sports is an excellent organization with experienced umpires who consistently perform at a high level. This contract is completely paid by registration fees.

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

Attachments:

Instructor Agreement



Memorandum of Understanding

To: Arkansas United States Specialty Sports Association
From: David Wright, Bentonville Parks and Recreation
Date: December 4th, 2017
Re: Baseball Partnership for providing umpires for Bentonville Parks and Recreation Programs in 2018.

This Memorandum of Understanding (MOU) intends to outline the partnership and working arrangement between Arkansas United States Specialty Sports Association (AR USSSA) and Bentonville Parks and Recreation (BPR) for 2018 youth baseball programs operated at Bentonville municipal parks.

1. BPR is responsible for managing youth baseball programs, including but not limited to tournaments, for the citizens of Bentonville and all participants in such programs.
2. BPR will create marketing / advertising for tournaments, allowing for input and direction from AR USSSA where it pertains to umpires and participant's needs.
3. AR USSSA will create schedules for games / tournaments, allowing for input and direction from BPR when it pertains to umpire and participant needs.
4. AR USSSA will be responsible for providing umpires for baseball events located in Bentonville public parks.
5. AR USSSA will be responsible for accepting team registrations for tournaments. AR USSSA will monitor these and publish team lists for public view as teams register for each tournament. Team Registration payments will appear as the following:
 - a. AR USSSA will be responsible for obtaining all tournament registration payments through online payments. If not obtained online, it is the responsibility of AR USSSA to obtain these tournament registrations.
 - b. By the Sunday of each weekend tournament AR USSSA will submit payment to BPR for all team registrations in the form of one check accompanied with a billing statement.
6. For tournament play, BPR is responsible for providing the following information to AR USSSA no later than the following timelines:
 - a. For tournament play, BPR will provide the dates of the tournaments no later than January 31 for spring / summer tournaments and no later than July 31 for all fall tournaments.
 - b. For tournament play, AR USSSA will provide tournament start times and anticipated duration no later than the Monday prior to the weekend tournament.
 - c. For tournament play, all schedules / brackets will be delivered to BPR no later than the Thursday prior to the weekend tournament.

7. Payment. After tournament dates, AR USSSA will provide an invoice on the Monday following the tournament. BPR will make payment to AR USSSA for umpires no later than 14 days after invoice is submitted.
8. BPR agrees to pay the following rates for officials for the 2018 season:

Youth Baseball Umpire

7U & 8U games – 1 person crew	\$50 / game per official
9U – 18U games – 2 person crew	\$45 / game per official
Championship Fees	\$5 / championship game per official

Umpire – In – Chief \$5 / game slot

Tournament Assigning Fee \$2 / Team

Sanction Fee \$100 / tournament

Global Fee \$750 / tournament

NIT Fee \$750 / tournament

Per Team Fees

Qualifiers	\$25 / team
Global	\$30 / team
NIT	\$30 / team

Tournament Director Fees

Initial Director	\$20 / team
Additional Director	\$15 / hour
Per Day Fee	\$50 / day

9. Anticipated Revenue. AR USSSA will receive an anticipated revenue of \$85,370.00 in 2018 in regards to the terms of this agreement.
10. AR USSSA is responsible for recruiting, training, evaluating, scheduling, and payment of umpires for all BPR baseball programs. AR USSSA will ensure all umpires are sanctioned by the appropriate governing body and have appropriate insurance that includes, but is not limited to liability and workman's compensation insurance.
11. Term. This agreement will commence on March 1, 2018 and terminate on November 30, 2018. The agreement will be evaluated and renewed each year.
12. Not an Agent. It is understood that AR USSSA is not acting as agency for BPR and statutory immunity does not extend to AR USSSA's acts or omission.
13. This agreement can be terminated at any time with written notification from the Parks and Recreation Director or AR USSSA President.

Mayor, City of Bentonville

President, Arkansas USSSA Sports

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH THE ARKANSAS UNITED STATES SPECIALTY SPORTS ASSOCIATION FOR PROVIDING BASEBALL UMPIRES FOR THE CITY OF BENTONVILLE PARKS AND RECREATION DEPARTMENT AND WAIVING THE REQUIREMENT FOR COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with the Arkansas United States Specialty Sports Association for providing baseball umpires for the City of Bentonville Parks and Recreation Department, as per the Proposal attached hereto as Exhibit A.

Section 2: Because this entity is sole provider of this service for sanctioned events in the area, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 9, 2018

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Parks and Recreation is requesting City Council approval of a ordinance authorizing the Mayor and City Clerk to enter an agreement with Bentonville Youth Softball Association for the service of providing umpires and scorekeepers for the youth softball league for Parks and Recreation and waiving the requirement for competitive bidding.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





Memo

To: City Council, Mayor McCaslin
From: Lee Farmer, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: December 7, 2017
Re: BYSL – Softball Umpire/ Scorekeeper Provider

The Parks and Recreation department utilizes a provider for their umpires and scorekeepers for both tournaments and recreational league play. The provider recruits, trains, schedules, and pays the umpires and scorekeepers for their services. Following the provider paying umpires and scorekeepers for services, they will invoice Parks and Recreation. Utilizing a provider eliminates a large amount of work and creates one point of contact for umpire and scorekeepers. The services of a provider prevents Parks and Recreation from maintaining a large amount of employees on payroll. Having an Umpire/ Scorekeeper Provider creates a simple process that is not time intensive for paying umpires and scorekeepers for their services in recreation programs.

In January of 2018, Parks and Recreation will enter into an agreement with the Bentonville Youth Softball league for the service of providing umpires and scorekeepers for our softball tournaments and recreational leagues in 2018. The agreement is attached to this memo. These two programs, tournaments and leagues, create a gross revenue for the program of more than \$100,000. Because of this demand and the number of participants in our program, there is a substantial amount of games to be staffed with umpires and scorekeepers. Thus, the city plans to spend more than the \$20,000 contract amount that requires City Council approval, for umpire and scorekeeper provider services in 2018.

This ordinance authorizes the agreement presented to council, and allows the Bentonville Youth Softball League to receive an anticipated income of \$62,602.00 in 2018. The Bentonville Youth Softball League is a quality organization with reliable and experienced umpires who consistently perform at a high level. This contract is completely paid by registration fees.

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

Attachments:

Instructor Agreement

REQUEST FOR WAIVER OF BID

Date	<u>1/9/2018</u>		
Requested by:	<u>Lee Farmer</u>		
Department:	<u>Parks and Recreation</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u></u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Bentonville Youth Softball League</u>		
<u></u>			
<u></u>			
Amount:	Base Amount:	\$	<u>62,602.00</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>62,602.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Bentonville Parks and Recreation utilizes a Bentonville Youth Softball League to schedule and pay individual youth softball officials directly for our recreational leagues and tournaments. BYSL invoices Parks and Recreation for these payments making this a much more efficient process. BYSL is the sole source provider in our area for this service.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-18-99			



Memorandum of Understanding

To: Bentonville Youth Softball League

From: Bentonville Parks and Recreation

Date: December 4th, 2017

Re: Softball Partnership for providing umpires and scorekeepers for Bentonville Parks and Recreation Programs in 2018.

This Memorandum of Understanding (MOU) intends to outline the partnership and working arrangement between Bentonville Youth Softball (BYSL) and Bentonville Parks and Recreation (BPR) for youth softball programs operated at Bentonville municipal parks.

1. BPR is responsible for managing youth softball programs, including but not limited to, leagues and tournaments, for citizens of Bentonville.
2. BPR will create marketing / registration material for leagues and tournaments, allowing for input and direction from BYSL where it pertains to umpires and participant's needs.
3. BPR will create all schedules for games / tournaments for programs, allowing for input and direction from BYSL where it pertains to umpires and participants' needs.
4. BYSL will be responsible for providing umpires and scorekeepers for softball events located in Bentonville public parks.
5. For league play, BPR is responsible for providing the following information to BYSL no later than the following timelines:
 - a. For league play, BPR will provide the dates of league play to BYSL no later than one month in advance of the beginning of the season.
 - b. For league play, BPR will provide a league schedule no less than one week prior to the beginning of league games.
 - c. For league play, BPR will allow a minimum of 48 hour notice to change in the schedule for reschedules due to inclement weather.
6. For tournament play, BPR is responsible for providing the following information to BYSL no later than the following timelines:
 - a. For tournament play, BPR will provide the dates of tournaments no later than January 31 for spring / summer tournaments and no later than July 31 for fall tournaments.

- b. For tournament play, BPR will provide tournament start times and anticipated duration no later than the Monday of the weekend tournament.
 - c. For tournament play, all schedules / brackets will be delivered to BYSL no later than Thursday before the weekend tournament.
7. Payment. Prior to the season, BPR and BYSL designees will predetermine dates – every other Monday(s) – which BPR will be responsible for submitting invoices for league umpires and scorekeepers. On those agreed upon dates, BYSL will provide a signed invoice no later than 5pm on Monday. BPR will make payment for invoices no later than 14 days after invoice is submitted. After tournament dates, BYSL will provide an invoice on the Monday following the tournament. BPR will make payment to BYSL for umpires and scorekeepers no later than 14 days after invoice is submitted.
8. BPR agrees to pay the following rates for officials for the 2018 season:

Youth Fastpitch Umpire

8U Games – 1-person crew	\$27 / Game per official
10U – 18U Games – 2-person crew	\$32 / Game per official

Scorekeeper

All age groups	\$12 / Game
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Umpire – In – Chief	\$1 / Game slot
----------------------------	-----------------

Administrative Assigning Fee	\$3 / Team
-------------------------------------	------------

9. Anticipated Income. BYSL will receive an anticipated income of \$62,602.00 in 2018 in regards to the terms of this agreement.
10. BYSL is responsible for recruiting, training, evaluation, scheduling and payment of umpires and scorekeepers for all BPR softball programs. BYSL will ensure all umpires are sanctioned by the appropriate governing body and have appropriate insurance that includes, but is not limited to liability and workman's compensation insurance.
11. Term. This agreement will commence on January 15, 2018 and terminate on November 30, 2018. The agreement will be evaluated and renewed each year.
12. Not an Agent. It is understood that BYSL is not acting as an agency for BPR and statutory immunity does not extend to BYSL's acts or omission.
13. This agreement can be terminated at any time with written notification from the Parks and Recreation Director or BYSL President.

Mayor, City Of Bentonville


President, Bentonville Youth Softball

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH THE BENTONVILLE YOUTH SOFTBALL ASSOCIATION FOR PROVIDING UMPIRES AND SCOREKEEPERS FOR THE CITY OF BENTONVILLE PARKS AND RECREATION DEPARTMENT AND WAIVING THE REQUIREMENT FOR COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with the Bentonville Youth Softball Association for providing umpires and scorekeepers for the City of Bentonville Parks and Recreation Department, as per the Proposal attached hereto as Exhibit A.

Section 2: Because this entity is sole provider of this service for sanctioned events in the area, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 9, 2017

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Parks and Recreation is requesting City Council approval of a ordinance authorizing the Mayor and City Clerk to enter an agreement with Arkansas State Soccer Association for the service of providing soccer officials for Parks and Recreation and waiving the requirement for competitive bidding.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>1/9/2018</u>		
Requested by:	<u>Lee Farmer</u>		
Department:	<u>Parks and Recreation</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u></u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Arkansas State Soccer Association</u>		
	<u></u>		
	<u></u>		
Amount:	Base Amount:	\$	<u>56,527.00</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>56,527.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Bentonville Parks and Recreation utilizes a Arkansas State Soccer Association (ASSA) to schedule and pay individual soccer officials directly for our recreational leagues. ASSA invoices Parks and Recreation for these payments making this a much more efficient process. Parks and Recreation soccer leagues are sanctioned by ASSA which is the sole provider in our area for this service.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-18-99			



Memo

To: City Council, Mayor McCaslin
From: Lee Farmer, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: October 29, 2017
Re: ASSA – Soccer Referee Provider

Parks and Recreation utilizes a provider for soccer referees for recreational league play. This allows the Parks and Recreation department to become more efficient in their payment processes. A Soccer Referee Provider prevents Parks and Recreation from maintaining numerous referees on payroll each year to pay individually. The Soccer Referee Provider pays the referees directly, and invoices the department for reimbursement. This allows Parks and Recreation to have one point of contact, to be more efficient in their payroll processes, and eliminates a large amount of work for umpire payroll. Each year, Parks and Recreation works with our Accounting Department to ensure the contract for this group/ individual is current and accurate.

In January of 2018, Parks and Recreation will enter into an agreement with the Arkansas State Soccer Association for the service of providing referees for both our youth and adult recreational soccer league in 2018. The agreement is attached to this memo. These two programs, youth and adult soccer leagues, create a gross revenue for the program of more than \$200,000. Because of this demand and the number of participants in our program, the number of games to be played (and refereed) is extremely high. Thus the city plans to spend more than the \$20,000 contract amount that requires City Council approval on, for soccer referee provider services in 2018.

This resolution authorizes the agreement presented to council, and allows the Arkansas State Soccer Association to receive an anticipated income of \$56,527.00 in 2018. The Arkansas State Soccer Association is a great organization with quality referees who consistently perform at a high level. This contract is completely paid by registration fees.

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

Attachments:

Instructor Agreement



Memorandum of Understanding

To: Arkansas State Soccer Association

From: David Wright, Bentonville Parks and Recreation

Date: December 4th, 2017

Re: Soccer Partnership for providing officials for Bentonville Parks and Recreation Programs.

This Memorandum of Understanding (MOU) intends to outline the partnership and working arrangement between the Arkansas State Soccer Association (ASSA) and Bentonville Parks and Recreation (BPR) for youth soccer programs operated at Bentonville municipal parks in 2018.

1. BPR is responsible for managing youth soccer programs, including but not limited to, leagues and tournaments, for citizens of Bentonville.
2. BPR will create marketing / registration material for recreational leagues and tournaments, allowing for input and direction from ASSA where it pertains to official's and participant's needs.
3. BPR will create all schedules for games / tournaments for programs.
4. BPR will be responsible for providing officials for soccer events located in Bentonville public parks.
5. BPR will be responsible for all officials submitting a W9 to ASSA prior to officiating a game.
6. BPR will provide ASSA a detailed list of official's games and pay rate with a total for each official per pay period.
7. Officials will be expected to follow up with BPR for questions regarding the program, assigning, or payments.
8. Payment. Prior to the season, BPR and ASSA designees will predetermine dates, which BPR will be responsible for submitting payment for league officials. Based on those agreed upon dates, ASSA will provide an invoice no later than 5pm on the Tuesday of the week prior to the pre-determined date. BPR will make payment for invoices no later than 21 days after invoice is submitted. After tournament dates, ASSA will provide an invoice on the Tuesday following the tournament. BPR will make payment to ASSA for officials no later than 21 days after invoice is submitted.
 - a. ASSA will provide invoices for Soccer Officials on a bi-weekly basis.
 - b. BPR will submit payment for Soccer Officials on a bi-weekly basis.

9. BPR agrees to pay the following rates for officials for the 2018 season(s):

Youth Soccer Official(s)

U10 Age Group	1 person crew	\$17 / game per official
U12 Age Group	1 person crew	\$20 / game per official
Jr High Age Group	1 person crew	\$25 / game per official
Adult Games	1 person crew	\$40 / game per official
Field Marshal	By request only	\$25 / game per marshal
Assistant Referee	By request only	\$15 / game per AR

10. Anticipated Income. ASSA will receive an anticipated income of \$56,526.75 in 2018 in regards to the terms of this agreement.
11. Term. This agreement will commence on February 1, 2018 and terminate on November 30, 2018. The agreement will be evaluated and renewed each year.
12. For the purpose of defining "seasons", a fall Season serves as a single season. The spring season is a different season.
13. ASSA is responsible for payment of all officials for BPR soccer programs.
14. Not an Agent. It is understood that ASSA is not acting as an agency for BPR and statutory immunity does not extend to ASSA's acts or omission.
15. This agreement can be terminated at any time with written notification from the Parks and Recreation Director or ASSA Director.

Mayor, City Of Bentonville


President, Arkansas State Soccer Association

Executive Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH THE ARKANSAS STATE SOCCER ASSOCIATION FOR PROVIDING SOCCER OFFICIALS FOR THE CITY OF BENTONVILLE PARKS AND RECREATION DEPARTMENT AND WAIVING THE REQUIREMENT FOR COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with the Arkansas State Soccer Association for the service of providing soccer officials for the City of Bentonville Parks and Recreation Department, as per the Proposal attached hereto as Exhibit A.

Section 2: Because this entity is sole provider of this service for sanctioned events in the area, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2018.

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:

January 9, 2018

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Parks and Recreation is requesting City Council approval of a resolution authorizing the Mayor and City Clerk to enter an agreement with Amanda McBee for the service of teaching instructional recreation and wellness classes for Parks and Recreation.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: Lee Farmer, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: December 5th, 2017
Re: Amanda Urner McBee- Contracted Fitness Instructor and Personal Trainer

Parks and Recreation is requesting City Council approval of a resolution authorizing the Mayor and City Clerk to enter an agreement with Amanda Urner McBee for the service of personal training and teaching fitness classes for Parks and Recreation.

Parks and Recreation utilizes independent contractors, as opposed to employees, to teach many of our recreation and wellness classes at the Bentonville Community Center. These classes include wellness class such as aerobics or spin, as well as swim classes such as instructional swim or masters swim.

Parks and Recreation is requesting to enter into an agreement with Amanda Urner McBee. The agreement will be for her to serve as a Personal Trainer at the Bentonville Community Center as well as teach various fitness classes. The demand for these classes and services are very high at the Bentonville Community Center. Due to the high demand we anticipate Mrs Urner McBee to exceed \$20,000 in total payments over the course of 2018. We are asking for approval to pay Mrs. Urner McBee an amount not to exceed \$23,000. This contract is completely funded by membership and program registration fees.

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



City of Bentonville
Parks and Recreation
Instructor Contract

Instructor Name Amanda (Mandy) Urner
Address 1802 W Lazy L St.
City Rogers State AR Zip 72758
Home Phone 479-636-3899 Work/Cell Phone 479-616-6716
E-Mail aaurner@gmail.com

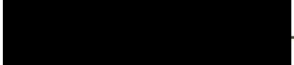
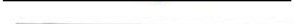
Start Date: 1-Jan-18 End Date: 31-Dec-18

Class to be Taught:	<u>Aqua Boot Camp</u>	<u>Time/Day</u>	<u>TBD</u>
	<u>Pilates</u>	<u>Time/Day</u>	<u>TBD</u>
	<u>Group Circuit</u>	<u>Time/Day</u>	<u>TBD</u>
	<u>Spin</u>	<u>Time/Day</u>	<u>TBD</u>
	<u>Sub</u>	<u>Time/Day</u>	<u>TBD</u>
	<u>Personal Training</u>	<u>Time/Day</u>	<u>TBD</u>

Instructors will be paid: \$19/ per 30 min. Class | \$22.50/per 45 min. Class | \$25/per 60min. Class | \$25/per 30min. Personal Training Session | \$40/per 60min. Personal Training Session

Anticipated 2018 Income: \$23,000

- 1) The instructor is expected to be ready for class at least 10 minutes in advance.
- 2) The instructor agrees to maintain and provide proof of all certifications for subjects taught.
- 3) The instructor is responsible for finding his/her own substitute, if necessary, and notifying management in advance for approval.
- 4) Instructors are paid for actual class sessions taught.
- 5) The instructor understands that he/she is not an employee of the City of Bentonville.
- 6) IRS form W-9 required
- 7) You may be required to maintain insurance and provide proof of such.
- 8) You indemnify and hold harmless the City and all personnel and officials against any liability resulting from your negligent or wrongful acts, failure or breach of law.
- 9) This contract may be voided by either party with 30 days written notice.
- 10) Instructors are required to display professional etiquette at all times.
- 11) Contract may be voided if instructor exhibits behavior that is detrimental to the operation of the department.

Instructor Signature		Date	<u>12/5/2017</u>
Parks and Recreation Signature		Date	<u>12.13.2017</u>
Mayor Signature		Date	<u></u>

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
AMANDA MCBEE FOR INSTRUCTIONAL RECREATION
AND WELLNESS CLASSES FOR THE BENTONVILLE
PARKS AND RECREATION DEPARTMENT.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with Amanda McBee for the service of teaching instructional recreation and wellness classes for the Bentonville Parks and Recreation Department 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 _____, 2018.

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:

January 9, 2018

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Parks and Recreation is requesting City Council approval of a resolution authorizing the Mayor and City Clerk to enter an agreement with Jami Bernards for the service of teaching instructional swim lessons for Parks and Recreation.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: Lee Farmer, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: December 5th, 2017
Re: Jami Bernards- Instructional Swim Lesson Contractor

Parks and Recreation is requesting City Council approval of a resolution authorizing the Mayor and City Clerk to enter an agreement with Jami Bernards for the service of teaching instructional swimming lessons for Parks and Recreation.

Parks and Recreation utilizes independent contractors, as opposed to employees, to teach many of our recreation and wellness classes at the Bentonville Community Center. These classes include wellness class such as aerobics or spin, as well as swim classes such as instructional swim or masters swim.

Parks and Recreation is requesting to enter into an agreement with Jami Bernards. The agreement will be for her to serve as a Swim Instructor at the Bentonville Community Center. The demand for these classes and services are very high at the Bentonville Community Center. Due to the high demand we anticipate Mrs Bernards to exceed \$20,000 in total payments over the course of 2018. We are asking for approval to pay Mrs. Bernards an amount not to exceed \$30,000. This contract is completely funded by membership and program registration fees.

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



City of Bentonville
Parks and Recreation
Instructor Contract

Instructor Name Jami Bernards
Address 3805 SW Ridgepointe Ave.
City Bentonville State AR Zip 72712
Home Phone _____ Work/Cell Phone 479-268-0230
E-Mail jami.bernards@gmail.com

Start Date: 1-Jan-18 End Date: 31-Dec-18

Class to be Taught: Group Swim Lessons Time/Day As Assigned
Private Swim Lessons Time/Day TBD

Instructors will be paid: \$14 per 30 min group lesson, \$23 per 30 min private lesson
Anticipated 2018 income: \$30,000

- 1) The instructor is expected to be ready for class at least 10 minutes in advance. Instructor will be given a roster of registered students before class.
- 2) The instructor agrees to maintain and provide proof of all certifications for subjects taught.
- 3) **The instructor is responsible for finding his/her own substitute, if necessary, and notifying management in advance for approval.**
- 4) **Swim Instructors agree to teach group lessons each session to remain a contractor unless excused by management.**
- 5) Instructors are only paid for the actual sessions of classes that are taught in 30 minute blocks.
- 6) Instructors are required to teach BPR approved make-up classes.
- 7) The instructor understands that he/she is not an employee of the City of Bentonville.
- 8) IRS form W-9 required
- 9) You may be required to maintain insurance and provide proof of such.
- 10) You indemnify and hold harmless the City and all personnel and officials against any liability resulting from your negligent or wrongful acts, failure or breach of law.
- 11) This contract may be voided by either party with 30 days written notice.
- 12) Instructors are required to display professional etiquette at all times.
- 13) Contract may be voided if instructor exhibits behavior that is detrimental to the operation of the department.

Instructor Signature _____ Date 12-8-17
Parks and Recreation _____ Date 12.13.2017
Mayor Signature _____ Date _____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH JAMI
BERNARDS FOR INSTRUCTIONAL SWIM LESSONS FOR
THE BENTONVILLE PARKS AND RECREATION
DEPARTMENT.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with Jami Bernards for the service of teaching instructional swim lessons for the Bentonville Parks and Recreation Department 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 _____, 2018.

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:

January 9, 2018

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Parks and Recreation is requesting City Council approval of a resolution authorizing the Mayor and City Clerk to enter an agreement with Megan Ross for the service of teaching instructional swim programming for Parks and Recreation.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: Lee Farmer, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: December 5th, 2017
Re: Megan Ross- Contracted Swim Team Coach and Swim Instructor

Parks and Recreation is requesting City Council approval of a resolution authorizing the Mayor and City Clerk to enter an agreement with Megan Ross for the service of swim team coach and teaching instructional swimming lessons for Parks and Recreation.

Parks and Recreation utilizes independent contractors, as opposed to employees, to teach many of our recreation and wellness classes at the Bentonville Community Center. These classes include wellness class such as aerobics or spin, as well as swim classes such as instructional swim or masters swim.

Parks and Recreation is requesting to enter into an agreement with Megan Ross. The agreement will be for her to serve as a Swim Team Coach for the Bentonville Barracudas, the Home School Swim Team, and serve as a Swim Instructor at the Bentonville Community Center. The demand for these classes and services are very high at the Bentonville Community Center. Due to the high demand we anticipate Ms. Ross to exceed \$20,000 in total payments over the course of 2018. We are asking for approval to pay Ms. Ross an amount not to exceed \$30,000. This contract is completely funded by membership and program registration fees.

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



City of Bentonville
Parks and Recreation
Instructor Contract

Instructor Name **Megan Ross**
Address 414 Driftwood Street
City Lowell State Ar Zip 72745
Home Phone _____ Work/Cell Phone 717-580-1310
E-Mail meganross94@live.com

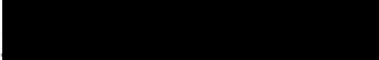
Start Date: 1-Jan-18 End Date: 31-Dec-18

Class to be Taught:	Group Swim Lessons	Time/Day	As Assigned
	Private Swim Lessons	Time/Day	TBD
	Home School Swim Team	Time/Day	TBD
	Barracudas Swim Team	Time/Day	TBD

Instructor will be paid: \$14 per 30 min group lesson, \$23 per 30 min private lesson, \$15/hr for Home School Swim Team, 75% monthly net income for Barracudas Swim Team
Anticipated 2018 income: \$30,000

- 1) The instructor is expected to be ready for class at least 10 minutes in advance. Instructor will be given a roster of registered students before class.
- 2) The instructor agrees to maintain and provide proof of all certifications for subjects taught.
- 3) The instructor is responsible for finding his/her own substitute, if necessary, and notifying management in advance for approval. Megan is responsible for paying a substitute Barracudas Coach.
- 4) Swim Instructors agree to teach group lessons each session to remain a contractor unless excused by management.
- 5) Instructors are only paid for the actual sessions of lessons that are taught in 30 minute blocks.
- 6) BPR is responsible for managing the Barracudas Swim Program for citizens of Bentonville.
- 7) BPR will create marketing/registration material for Barracudas Swim Team, allowing for input and direction from Coach Megan Ross where it pertains to participant's needs.
- 8) BPR will create all schedules for Barracudas Swim, allowing for input and direction from Megan Ross where it pertains to participant's needs.
- 9) BPR and Megan Ross will meet throughout the year to determine program dates and times for each session offering.

- 10) BPR will purchase all necessary program supplies.
- 11) Instructors are required to teach BPR approved make-up classes.
- 12) The instructor understands that he/she is not an employee of the City of Bentonville.
- 13) IRS form W-9 required
- 14) You may be required to maintain insurance and provide proof of such.
- 15) You indemnify and hold harmless the City and all personnel and officials against any liability resulting from your negligent or wrongful acts, failure or breach of law.
- 16) This contract may be voided by either party with 30 days written notice.
- 17) Instructors are required to display professional etiquette at all times.
- 18) Contract may be voided if instructor exhibits behavior that is detrimental to the operation of the department.

Instructor Signature		Date	<u>12/5/17</u>
Parks and Recreation		Date	<u>12.15.2017</u>
Mayor Signature	_____	Date	_____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
MEGAN ROSS FOR INSTRUCTIONAL SWIM LESSONS
FOR THE BENTONVILLE PARKS AND RECREATION
DEPARTMENT.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with Megan Ross for the service of teaching instructional swim lessons for the Bentonville Parks and Recreation Department 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 _____, 2018.

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:

January 9, 2018

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Parks and Recreation is requesting City Council approval of a resolution authorizing the Mayor and City Clerk to enter an agreement with Ozark Tennis Academy for the service of providing tennis programming and instruction for Parks and Recreation programs and events 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





Memo

To: City Council, Mayor McCaslin
From: Lee Farmer, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
CC: Danny Bartlett, Recreation Program Supervisor
Date: 12/4/2017
Re: Council approval to renew contract with Ozark Tennis Academy to remain the Tennis Facility Pro.

Parks and Recreation is requesting City Council to approve a resolution, authorizing the Mayor and Clerk to renew the agreement with Ozark Tennis Academy (OTA) as the Tennis Facility Pro for Bentonville Parks and Recreation Programs.

On March 21, 2016 the joint efforts of Parks and Recreation as well as Purchasing advertised a request for proposal for a Tennis Professional. Two applicants were interviewed by the tennis selection committee which was comprised of Parks and Recreation Staff, Parks and Recreation Advisory Board Members, and City Council. The selection committee reviewed the candidates proposed programs, tournaments, and fee structure. OTA was chosen based on this interview process. Over several years, OTA has provided high quality tennis programs for children and adults at Memorial Park and Wildwood Park. OTA is a local organization dedicated to developing a strong work ethic, teamwork, and discovery to participants through their tennis programs.

This renewal of their agreement will be the second and final renewal before Parks and Recreation as well as Purchasing will advertise a new request for proposal for a Tennis Professional. Parks and Recreation advertises these requests on a three year term to ensure evaluation of current programming is provided. This resolution authorizes the renewal presented to council, and allows Ozark Tennis Academy to receive an anticipated income of \$198,492.00 in 2018.

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



Contract of Employment

Facility Tennis Professional for Bentonville Parks and Recreation

This agreement made and entered into this _____ day of _____, 20____, by and between the City of Bentonville (City) and Ozark Tennis Academy (Facility Tennis Pro), shall determine the relationship of the parties and set forth the rights and responsibilities of each. This agreement shall commence on January 1, 2018 and shall terminate on December 31, 2018. This contract is the second of two renewable years, per original request for proposal.

1. This serves as a professional service agreement for a Tennis Facility Pro and shall remain in full force and effect until modified in writing by mutual consent of the parties or until terminated according to the terms outlined in Paragraph (2).
2. This agreement is for the operation of the courts at Memorial Park Tennis Complex. Additional court space at Wildwood courts may be reserved for programming and special events if mutually agreed upon by the Facility Tennis Pro and the Director of Parks and Recreation.
3. All provisions of the Contract shall be performed in good faith. If the City of Bentonville becomes dissatisfied with the performance of the Facility Tennis Pro, the contract may be terminated by the Mayor or Director of Parks and Recreation or his assignee.
4. The Facility Tennis Pro will adhere to the previously signed agreement between the City of Bentonville and the Bentonville High School(s) Tennis Program.
5. The Facility Tennis Pro may hire additional staff as needed with the understanding that such staff are employees of the Facility Tennis Pro. All payments to the assistants will come directly from the Facility Tennis Pro.
6. Facility Tennis Pro shall understand the programs being offered are by way of Bentonville Parks and Recreation. Facility Tennis Pro is expected to promote the City of Bentonville and Bentonville Parks and Recreation in a professional manner, enhancing the department and the tennis facility. If inappropriate actions are being performed, this contract can be terminated by the Director of Parks and Recreation or his assignee.
7. At all times the Facility Tennis Pro, or any employees of the Facility Tennis Pro, who are present at any City of Bentonville tennis facility, are to reflect the representation of Bentonville Parks and Recreation and such programming. This includes promotion of only Bentonville Parks, and Rec programming, wearing Bentonville Parks and Recreation uniform, or any other forms of program promotion.
8. Facility Tennis Pro and all staff will agree to a security background check to be performed by the City of Bentonville annually.
9. Facility Tennis Pro and Parks and Recreation Staff will work collaboratively to develop a comprehensive Facility Tennis Program that includes recreational opportunities for youth and adult

participants. These programs may include, but not limited to leagues, lessons, events, tournaments and open recreation. Facility Tennis Pro will assist in determining the dates and times for programs and special events.

10. Program schedules will be determined seasonally by the following dates between the Facility Tennis Pro and Bentonville Parks and Recreation.
 - a. Spring Season programming will be planned and designed no later than December 1 prior to the spring.
 - b. Summer Season programming will be planned and designed no later than February 1 prior to the summer.
 - c. Fall Season programming will be planned and designed no later than April 1 prior to the fall.
11. Facility Tennis Pro will partner with Camp Bentonville to put on, at least, two (2) camp programs during the year.
12. The Facility Tennis Pro will submit Bentonville Parks and Recreation an invoice for tennis programming on the 1st and 15th of each month, or the first business day following. Bentonville Parks and Recreation will submit payment for such Invoice within two weeks of receipt of invoice.
13. Anticipated Income. Facility Tennis Pro will receive an anticipated income of \$198,492.00 in 2018 in regards to the terms of this agreement.
14. Parks and Recreation will be responsible for marketing, promotion and registration of said programs and events. This includes, but is not limited to, preparing brochures, flyers and program guides, registration forms, posters and other promotional materials. Parks and Recreation will distribute forms to the public and will promote programs in publications and web marketing.
15. Registration for all programs will occur at Bentonville Parks and Recreation facilities or online at Bentonville Parks and Recreation sites. All registration funds will come directly to Bentonville Parks and Recreation and will be distributed to the Facility Tennis Pro once payment is received. Parks and Recreation will receive 15% of gross revenue for all programs and events. The Facility Tennis Pro shall receive 85% of all youth and adult program revenue. All expenses for the program are the responsibility of the Facility Tennis Pro.
 - a. Parks and Recreation will receive 10% of gross revenue for all tournaments and camps. The Facility Tennis Pro shall receive 90% of all tournament and camp gross revenue.
16. The Facility Tennis Pro will be responsible for staffing the Memorial Park Tennis Courts to operate any program offered by the creation of this agreement. Facility Tennis Pro must be available to answer questions from patrons about programs. Facility Tennis Pro is expected to enforce rules and regulations of this facility.
17. Bentonville Parks and Recreation's point of contact for Ozark Tennis Academy for all tennis programming will be Matias De Ganero and Beau Basham acting on behalf of Ozark Tennis Academy. If at any point these point of contacts change, Bentonville Parks and Recreation must be notified immediately.
18. Facility Tennis Pro and his / her staff will work with Parks and Recreation to perform one (1) free Facility Tennis Promotion day annually.
19. Facility Tennis Pro and Parks and Recreation will meet bi-weekly, or more often as needed, to be sure all parties are up to date on the status of the tennis program and of upcoming events and programs at the facility.
20. The Facility Tennis Pro will work with Bentonville Parks and Recreation to schedule all events, programs, and tournaments to avoid scheduling conflicts.

21. The Facility Tennis Pro shall abide by and enforce all regulations of the City applicable to the premises of the Tennis Complex. Days and hours of operation of the complex shall be recommended by the Facility Tennis Pro with final approval from the Director of Parks and Recreation or his assignee.
22. The Facility Tennis Pro and his staff shall be responsible for keeping the playing courts and Tennis complex clean, neat and orderly. The City shall furnish all cleaning supplies and shall be responsible for maintenance of the buildings and courts and grounds.
23. All rules and regulations, administrative policies, and all fees to be charged at the Tennis complex shall be recommended by the Facility Tennis Pro and approved by the Director of Parks and Recreation or his assignee.
24. The Facility Tennis Pro shall have immediate authority over all assistants. Final authority of hiring and firing of tennis assistants rests with the Facility Tennis Pro.
25. It is understood by both parties that private enterprises can be used as a sponsor in tournaments and special activities in Memorial Park with final approval of the Parks and Recreation Director or his assignee.
26. The Facility Tennis Pro will work with the Parks and Recreation Director to determine the overall direction of the Tennis Complex. The Facility Tennis Pro hours will be determined by leagues and scheduled lessons that will be approved by the Director of Parks and Recreation or his assignee.
27. The Facility Tennis Pro will be available to assist third party events and tournaments when assigned by the Parks and Recreation Supervisor.
28. The Facility Tennis Pro shall comply with all Federal, State, and local laws, and ordinances. He shall also comply with the Americans with Disabilities Act which prohibits discrimination against individuals with disabilities and providing public services. The Facility Tennis Professional shall be expected to comply with all rules and regulations governing all employees and independent contractors of the City of Bentonville, Arkansas.
29. This agreement can be terminated at any time with written notification from the Parks and Recreation Director or Facility Tennis Pro.

			
Facility Tennis Professional	Date	Mayor Bob McCaslin	Date

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
OZARK TENNIS ACADEMY FOR A TENNIS PROGRAM
AT MEMORIAL PARK.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with Ozark Tennis Academy for a tennis program at Memorial Park Tennis Complex, 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 _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 12, 2017

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of an ordinance establishing fees for 2018 for the Parks and Recreation Department.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: Lee Farmer, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: December 12, 2017
Re: City Council approval of an ordinance establishing fees for recreation programs for 2018.

Parks and Recreation is seeking City Council's approval of an ordinance establishing fees for recreation programs for 2018.

Annually, as part of the budget process, Parks and Recreation staff builds program budgets for each recreation program. Every expense for these programs are analyzed ensuring that proper fees are being established to cover those expenses. For example, fees established for a youth soccer league include costs for uniforms, equipment, field supplies and staff. Once we establish expenses, we are able to determine costs. Every program is analyzed annually to ensure we are provide citizens with the most reasonable fee possible, but also be as respectful to the taxpayer dollar.

Attached is a list of all fees for 2018. As you will see, most fees are the same price as 2017. However, a small number of programs will see a minimal fee increase. In addition, Parks and Recreation offers a variety of family events at no cost to the public. The Parks and Recreation Advisory Board reviewed and approved each of these fees in December 2017.

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

Attachments:

2018 Program Fee Schedule



**Bentonville Parks and Recreation
2018 Recreation Programs - Fee Schedule**

Community Center Recreation Programs	2017 Member Fees	2017 Non-Member Fees	2018 Member Fees	2018 Non-Member Fees
Adult Annual Membership- Resident	\$200		\$200	
Adult Annual Membership-Non-Resident	\$250		\$250	
Adult Monthly Membership- Resident	\$19		\$19	
Adult Monthly Membership- Non-Resident	\$23		\$23	
Youth Annual Membership- Resident	\$125		\$125	
Youth Annual Membership- Non-Resident	\$160		\$160	
Youth Monthly Membership- Resident	\$53		\$53	
Youth Monthly Membership- Non- Resident	\$60		\$60	
Senior Annual Membership- Resident	\$125		\$125	
Senior Annual Membership- Non-Resident	\$160		\$160	
Senior Monthly Membership- Resident	\$53		\$53	
Senior Monthly Membership- Non-Resident	\$60		\$60	
Adult Day Pass- Resident	\$5		\$5	
Adult Day Pass- Non-Resident	\$6		\$6	
Youth Day Pass- Resident	\$5		\$5	
Youth Day Pass- Non-Resident	\$6		\$6	
Senior Day Pass- Resident	\$5		\$5	
Senior Day Pass- Non-Resident	\$6		\$6	
Community Room Rental - 1 Room per hr	\$40		\$40	
Community Room Rental - 2 Rooms per hr	\$60		\$60	
Community Room Rental- 3 Rooms per hr	\$80		\$80	
Community Room Rental- 4 Rooms per hr	\$100		\$100	
Community Rooms Rental - Kitchen	\$20		\$20	
Pool Party Room	\$150		\$150	
After Hours per hr	\$30		\$30	
Community Center Rental- Lock-In	\$1,400		\$1,400	
Camp Adventure	\$95	\$95	\$95	\$95
Camp Memorial	\$85	\$85	\$85	\$85
Camp Mountain Bike	\$70	\$70	\$70	\$70
Camp Mountain Bike- Spring	N/A	N/A	\$70	\$70
Camp Tennis	\$125	\$125	\$125	\$125
Camp Basketball	\$90	\$100	\$90	\$100
Camp Lacrosse	\$75	\$75	\$75	\$75
Camp Triathlon	\$60	\$60	\$60	\$60
Camp Jr. Lifeguard	\$50	\$50	\$50	\$50
Camp Soccer- 1st Kicks (3-5)	\$100	\$100	\$110	\$110

Camp Soccer- Half Day (6-16 yr)	\$140	\$140	\$150	\$150
Camp Soccer- Tetra Brazil (under 16 yr)	\$150	\$150	\$160	\$160
Camp Soccer Goal Keeper/Scorer	\$145	\$145	\$150	\$150
Camp Lego- Mind Craft	\$125	\$135	\$135	\$145
Camp Lego- Star Wars	\$125	\$135	\$135	\$145
Camp Lego- Comic Creator	\$125	\$135	\$140	\$150
Camp Lego-Mixed Camp	\$125	\$135	\$135	\$145
Camp Lego- Mega Mine craft	\$125	\$135	\$135	\$145
Camp Lego - Carnival Fun	\$125	\$135	\$135	\$145
Camp Lego- Pirate Quest (spring break)	N/A	N/A	\$135	\$145
Camp Super Science	\$85	\$95	\$85	\$95
Camp Super Science (spring break/Fall break)	\$85	\$95	\$85	\$95
Camp Broadway	\$125	\$135	\$135	\$145
Camp Art- Crystal Bridges Session 1	\$120	\$150	\$120	\$150
Camp Art- Crystal Bridges Session 2	\$120	\$150	\$120	\$150
Camp Art- Crystal Bridges Session 3	\$120	\$150	\$120	\$150
Camp Art- Crystal Bridges Session 4	\$120	\$150	\$120	\$150
Camp Community Center- Summer	\$85	\$95	\$85	\$95
Camp Archery	\$95	\$95	\$95	\$95
Camp Video Game	\$140	\$150	\$150	\$160
Camp Badminton	\$50	\$60	\$50	\$60
Art- Crystal Bridges Free Hand Drawing	N/A	N/A	\$80	\$90
Art- Mommy and Me	\$60	\$65	\$40	\$50
Art- Kids (4-5 yr)	\$60	\$65	\$40	\$50
Art- Youth (5-12 yr)	\$60	\$65	\$40	\$50
Art- Home School	N/A	N/A	\$40	\$50
Art- Digital Photography (beginner)	\$95	\$105	\$95	\$105
Spanish Class (beginner)	\$90	\$100	\$90	\$100
CPR Certification Class	\$95	\$105	\$105	\$115
Babysitting Certification Class	\$90	\$100	\$100	\$110
Volleyball Lessons	N/A	N/A	\$90	\$100
Group Swim Lesson	\$65	\$75	\$65	\$75
Private Swim Lesson	\$30	\$35	\$30	\$35
Mermaid Academy	\$65	\$75	\$65	\$75
Masters Swim Team	\$32	\$38	\$32	\$38
Swim Team- Barricudas	\$65	\$75	\$65	\$75
Home School Swim Team	\$25	\$30	\$25	\$30
Lifeguard Certification Class	\$250	\$250	\$250	\$250
Dive Clinic	\$30	\$35	\$30	\$35
Father Daughter Dance	\$55	\$55	\$55	\$55
Mother Son Dance	\$40	\$40	\$40	\$40
Personal Training- 30 Min	\$30	\$40	\$30	\$40
Personal Training- 60 Min	\$50	\$60	\$50	\$60
Bootcamp	\$60	\$80	\$60	\$80
Stroller Bootcamp	\$40	\$45	\$40	\$45
DASH	\$50	\$60	\$50	\$60
Ballet Dance	\$50	\$60	\$50	\$60

Hip Hop Dance	\$50	\$60	\$50	\$60
Cheer	\$50	\$60	\$50	\$60
Story Time Fitness	\$50	\$60	\$50	\$60
Mommy and Me Dance	\$30	\$40	\$30	\$40



**Bentonville Parks and Recreation
2018 Recreation Programs - Fee Schedule**

No-Cost Community Events

Evening at Orchards- 4th of July Celebration
Easter at Orchards- Easter Egg Hunt
First Friday Flick- 5 movies
Frosty Flicks- 3 movies
MLK Celebration
Halloween Events
Yoga in the Park
Shakespeare in the Park
Wibit Wednesday
Pickin' at the DAC
Lighting of the Square
Veteran's Day
A Morning with Santa
Zumba in the Park
Glow Swims
Aqua Easter Egg Hunt
In the Park Summer Series
Yappy Hour



**Bentonville Parks and Recreation
2018 Recreation Programs - Fee Schedule**

Outdoor / DAC Based Recreation Programs	2017 Fees	2018 Fees
--	------------------	------------------

Melvin Ford Aquatic Center

MFAC - Adult Admission	\$3.00	\$3.00
MFAC - Youth Admission	\$2.00	\$2.00
MFAC - Swim Lesson- Group	\$75.00	\$75.00
MFAC - Swim Lesson-Private	\$35.00	\$35.00
MFAC - Swim Team- Barricudas	\$75.00	\$75.00

Downtown Activity Center

DAC Conference Rental	\$20.00	\$20.00
DAC Lobby Rental	\$30.00	\$30.00
DAC Studio Rental	\$15.00	\$15.00

Lawrence Plaza

Lawrence Plaza Skate Rental	\$2.00	\$2.00
Lawrence Plaza Skate Session	\$3.00	\$3.00
Lawrence Plaza Season Pass	\$50.00	\$50.00

Running Programs

Half Marathon	\$60.00	\$65.00
Half Marathon Training Program	\$175.00	\$175.00
Run Bentonville 5K	\$25.00	\$25.00
5K Training Program	\$65.00	\$65.00
Valentines 4K/8K	\$25.00	\$25.00
Irish 5K	\$25.00	\$25.00
Glow Run	\$25.00	\$25.00
Superhero 5K	\$25.00	\$25.00
Goblin 5K	\$25.00	\$25.00
Fosty 5K	\$25.00	\$25.00

Cycling Programs

Square 2 Sqaure Adult- Spring	\$30.00	\$30.00
Square 2 Square Youth- Spring	\$20.00	\$20.00
Tour de Bentonville- 25 Mile	\$30.00	\$30.00
Tour de Bentonville- 55 Mile	\$45.00	\$45.00
Tour de Bentonville- 75 Mile	\$45.00	\$45.00
Square 2 Sqaure Adult	\$30.00	\$30.00
Square 2 Square Youth	\$20.00	\$20.00
Slaughter Pen Jam- CAT 1	\$40.00	\$40.00
Slaughter Pen Jam- CAT 2	\$35.00	\$35.00
Slaughter Pen Jam - Cat 3	\$30.00	\$30.00
Slaughter Pen Jam- JR	\$15.00	\$15.00
Slaughterh Pen Jam- Archery Biathlon	\$25.00	\$25.00
Cyclopath Cyclocross	\$35.00	\$35.00
Cyclopath Cyclocross- First Timers	\$25.00	\$25.00
Off Road Classic	\$25.00	\$25.00

Sports Programs

Little Kicksters	\$50.00	\$50.00
Youth Soccer (Under 8)	\$70.00	\$75.00
Youth Soccer (Under 10)	\$85.00	\$90.00
Youth Soccer (Under 12)	\$85.00	\$90.00
Youth Soccer (Junior High)	\$85.00	\$90.00
Adult Soccer	\$425.00	\$425.00
Spring Softball (4-16 yrs.)	\$80.00	\$80.00
Little Sluggers (3-4 yrs.)	\$50.00	\$50.00
Fall Softball Team Fees	\$350.00	\$350.00
Softball Tournament- Pot of Gold	\$300.00	\$300.00
Softball Tournament- Kellogg's Classic	\$250.00	\$250.00
Softball Tournament- NWA Regional	\$250.00	\$250.00
Softball Tournament- Bentonville Finale	\$250.00	\$250.00
Softball Tournament- MVP Shootout	\$300.00	\$300.00
Softball Tournament- Spooker Classic	\$275.00	\$275.00
Baseball Tournament- Pot of Gold (7-8yrs)	\$375.00	\$375.00
Baseball Tournament- Pot of Gold (9-14 yrs)	\$425.00	\$425.00
Baseball Tournament- Gold Glove (7-8 yrs)	\$375.00	\$375.00
Baseball Tournament- Gold Glove (9-14 yrs)	\$425.00	\$425.00
Baseball Tournament- Global Madness (7-8 yrs)	\$375.00	\$375.00
Baseball Tournament- Global Madness (9-14 yrs)	\$425.00	\$425.00
Baseball Tournament- June Jam (7-8 yrs)	\$375.00	\$375.00
Baseball Tournament- June Jam (9-14 yrs)	\$425.00	\$425.00
Baseball Tournament- MVP Shootout (7-8 yrs)	\$375.00	\$375.00
Baseball Tournament- MVP Shootout (9-14 yrs)	\$425.00	\$425.00
Baseball Tournament- Monster Mash (7-8 yrs)	\$375.00	\$375.00
Baseball Tournament- Monster Mash (9-14 yrs)	\$425.00	\$425.00
Kickball Team Fees	\$250.00	\$250.00
Tennis- Private Lessons	\$45.00	\$45.00
Tennis- Semi Private Lesson	\$25.00	\$30.00
Tennis- Group Private Lesson	\$15.00	\$20.00
Tennis- Adult Drills	\$105.00	\$105.00

Tennis- Adult Cardio	\$90.00	\$90.00
Tennis- USTA Adult Team Tennis	\$80.00	\$80.00
Tennis- Junior Drills	\$105.00	\$105.00
Adult Sand Volleyball 6v6	\$150.00	\$150.00
Adult Sand Volleyball 4v4	\$100.00	\$100.00

Facility Rental Fees

Field Rental - Memorial Park (Baseball / Softball)	\$150.00	\$150.00
Field Rental - Memorial Park (Soccer)	\$135.00	\$135.00
Field Rental - Phillips Park (Baseball)	\$150.00	\$150.00
Field Rental - Phillips Park (Football)	\$250.00	\$250.00
Field Rental - Phillips Park (Lacrosse)	\$250.00	\$250.00
Field Rental - Merchants Park (Baseball)	\$150.00	\$150.00
Field Rental - Citizens Park (Soccer)	\$135.00	\$135.00
Field Rental - Old Tiger Park (Football)	\$250.00	\$250.00
Field Rental - Old Tiger Park (Lacrosse)	\$250.00	\$250.00
Court Rental - Memorial Tennis	\$75.00	\$75.00
Court Rental - Wildwood Tennis	\$75.00	\$75.00
Court Rental - Memorial Volleyball	\$75.00	\$75.00

ORDINANCE NO. _____

**AN ORDINANCE ESTABLISHING CERTAIN FEES FOR
THE CITY OF BENTONVILLE PARKS AND
RECREATION DEPARTMENT AND COMMUNITY
CENTER.**

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

Section 1: That certain rates and fees for the Bentonville Parks and Recreation Department and Community Center should be and the same are hereby established as set forth in the fee schedule attached hereto as Exhibit "A".

Section 2: That all ordinances or parts of ordinances in conflict herewith should be and the same are hereby repealed.

PASSED and APPROVED this ____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 9, 2018

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Parks and Recreation is requesting City Council approval of an ordinance authorizing the Mayor and City Clerk to enter into an agreement for the purchase of finisher hoodies for the 2018 Run Bentonville Half Marathon.

COST TO CITY:

Cost of this Request: \$21,450

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>1/9/2018</u>		
Requested by:	<u>Lee Farmer</u>		
Department:	<u>Parks and Recreation</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Half Marathon Finisher Hoodies</u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Greenlayer Sports</u>		
	<u></u>		
	<u></u>		
Amount:	Base Amount:		<u>\$21,450</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL		\$ 21,450.00
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
We have attempted to formally bid this project twice. On both occasions, all of the bids that were received did not fall within the bid specs and were outside of the budgeted amount. Although the bid was not submitted properly, Greenlayer Sports was the lowest price for the half marathon shirts.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-18-99			



Memo

To: City Council, Mayor McCaslin
From: Lee Farmer, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: December 14, 2017
Re: Greenlayer Sports-Half Marathon Hoodie Provider

Parks and Recreation is requesting City Council approval of an ordinance authorizing the Mayor and City Clerk to enter into an agreement for the purchase of Half Marathon Shirts.

In November and December of 2017, Parks and Recreation worked with the Purchasing Department to formally bid these shirts and a total of four bids were submitted. On both occasions, the bids that were received did not fall within the bid specs outlined in the bid document. The bidders either did not submit the product sample as outlined or did not have the bid sheet properly submitted.

Greenlayer Sports was our provider for these shirts in 2017 and one of the companies who attempted to bid on this project for 2018. Although the bids submitted throughout this bid process were not submitted properly, Parks and Recreation did receive quotes from all of the companies and Greenlayer Sports was the lowest price for the half marathon shirts.

This ordinance allows Parks & Recreation purchase half marathon shirts from Greenlayer Sports for \$21,450. The expense for half marathon shirts are recouped through registration revenue as this program has a 100% cost recovery.

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

Bid Sheet for 2018 Bentonville Half Marathon Hoodies Bid #17-28B

As per bid specifications

Half Marathon Hoodies					
Item #	Description	Unit Price	Qty	Extended Price	
1	Extra Small	\$ 6.99	200	\$ 8.25	(Rush Fee cost?)
2	Small	\$ 6.99	500	\$ 8.25	(Air Ship)
3	Medium	\$ 6.99	650	\$ 8.25	
4	Large	\$ 6.99	500	\$ 8.25	
5	X-Large	\$ 6.99	500	\$ 8.25	
6	XX-large	\$ 6.99	250	\$ 8.25	

Please send a sample hoodie with bid submittal.

Note: All bid submittals must be received in a sealed envelope with Bid #17-28B clearly written on the outside. No late bids will be considered.

Company Submitting: Greenlayer
 By: Kim Bilancio Contact: 503-297-3785
 Email: kim@green-layer.com

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH GREENLAYER SPORTS FOR FINISHER HOODIES FOR THE 2018 BENTONVILLE HALF MARATHON AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Greenlayer Sports for finisher hoodies for the 2018 Bentonville Half Marathon, in the amount of \$21,400.

Section 2: Because Parks and Recreation Staff attempted to bid this project twice unsuccessfully, with bidders failing to meet specs and budget, and because this vendor is the lowest priced proposal at the present time, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY			
X	Bid Award	Bid #	17-43
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

January 9, 2018

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Recommend awarding the bid for city wide boring services for the 2018 year to both Big M Ranch, Inc. and Hickman Trenching Company per the price breakdown attached.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



M E M O R A N D U M

DATE: January 9, 2018

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: Bid Award – City Wide Boring Services

The Electric Department recommends awarding the citywide boring services to both Big "M" Ranch, Inc. and Hickman Trenching Company per the attached pricing sheet.

Both Big "M" and Hickman submitted an identical pricing sheet. When a boring/trenching project is required, the city department will email both companies and the company that is readily will handle the project. The standard coordination for this will be established on the front end of the bid award and all city departments will follow the same process.

Multiple departments within the city require boring services from time to time. This bid award allows the independent departments to know the costs and have the contractor "on-call" during the 2018 calendar year.

Bid Tab - 2018-2020 Boring Services

Bid No. 17-43

Bid Date 12/28/2017 @ 1:30 PM

Trenching (per linear FT)		
	Dirt	Rock
2"	\$15.14	\$29.14
3"	\$16.18	\$30.18
4"	\$17.01	\$31.01
5"	\$21.40	\$39.40
6"	\$22.32	\$40.32

Trenching Multiple Conduit Installation

2"	\$11.14	\$21.14
3"	\$12.18	\$22.18
4"	\$13.01	\$23.01
5"	\$17.40	\$31.40
6"	\$18.32	\$32.32

Trenching (w/o Conduit Installation) (per linear FT)

12"	\$17.00	\$28.00
24"	\$18.00	\$36.00
36"	\$25.00	\$50.00

Directional Boring (per linear FT)

1.5" CIC (Conductor In Conduit)	\$20.00	\$40.00
2"	\$21.14	\$41.14
3"	\$32.18	\$62.18
4"	\$43.01	\$83.01
5"	\$53.40	\$103.40
6"	\$64.32	\$124.32

Water Main (per linear FT)

16" (.219 Wall Thickness)	\$184.00	\$344.00
20" (.281 Wall Thickness)	\$232.00	\$432.00
24" (.344 Wall Thickness)	\$278.00	\$518.00
30" (.406 Wall Thickness)	\$360.00	\$660.00
36" (.50 Wall Thickness)	\$420.00	\$800.00

Sewer Main (per linear FT)

16" (.219 Wall Thickness)	\$184.00	\$344.00
20" (.281 Wall Thickness)	\$232.00	\$432.00
24" (.344 Wall Thickness)	\$278.00	\$518.00
30" (.406 Wall Thickness)	\$360.00	\$660.00
36" (.50 Wall Thickness)	\$420.00	\$800.00

Bore Pit (per vertical FT)

Depth more than 8'		
--------------------	--	--

Miscellaneous

Installing 1,250-lb mule tape & secure on ea end	\$2.35	\$2.35
Placing SWGR Vaults	\$4,000 ⁰⁰	\$8,000 ⁰⁰
Placing Comcast (fiberglass) JB	\$350 ⁰⁰	\$700 ⁰⁰
Placing Single Phase Transformer Pads	\$200 ⁰⁰	\$200 ⁰⁰
Placing Secondary Pedestals	\$100 ⁰⁰	\$100 ⁰⁰
8" Direction Bore	\$80 ⁰⁰	\$160 ⁰⁰
Furnish & Install 2" Short Sweep	\$21.89	\$21.89
Furnish & Install 2" Long Sweep	\$35.10	\$35.10
Furnish & Install 3" Short Sweep	\$25.32	\$25.32
Furnish & Install 3" Long Sweep	\$44.11	\$44.11
Furnish & Install 4" Short Sweep	\$49.77	\$49.77
Furnish & Install 4" Long Sweep	\$79.78	\$79.78
Furnish & Install 5" Long Sweep	\$63.78	\$163.78
Furnish & Install 6" Long Sweep	\$178.40	\$178.40
Furnish & Install Couplings (1.5" 2", 2.5")	\$5.29	\$5.29
Furnish & Install Couplings (3" & 4")	\$7.10	\$7.10
Furnish & Install Couplings (5" & 6")	\$10.29	\$10.29
Furnish & Install Locator Tape	\$3.00	\$3.00
Sawcut, Remove/Replace Concrete (4"-6")	\$20.00	\$20.00
Sawcut, Remove/Replace Asphalt (2"-3")	\$20.00	\$20.00
Compacted Class 7 Base	\$10.00	\$10.00
Solid Sod w/ 4" Topsoil	\$15.00	\$15.00
Hydro-Mulching	\$5.00	\$5.00
Seed & Mulch	\$5.00	\$5.00

This bid may be extended for two additional one year periods if agreed upon by both parties. Contractors agree to hold pricing per LF to a "not to exceed 10 % upon renewal.

License No. 0071990418

ID #9238

State of Arkansas
Commercial Contractors Licensing Board

HICKMAN TRENCHING COMPANY
1624 S DIXIELAND RD
ROGERS, AR 72758

HICKMAN TRENCHING COMPANY

This is to Certify That _____

is duly licensed under the provisions of Act 150 of the 1965 Acts as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

SPECIALTY

Underground Piping, Cable, Trenching, Boring

with the following suggested bid limit Unlimited

from April 14, 2017 until April 30, 2018

when this Certificate expires.

Witness our hands of the Board, dated at North Little Rock, Arkansas:



CHAIRMAN

SECRETARY

April 14, 2017 - jo

Bid Tab - 2018-2020 Boring Services

Bid No. 17-43

Bid Date 12/28/2017 @ 1:30 PM

Trenching (per linear FT)		
	Dirt	Rock
2"	15.14	29.14
3"	16.18	30.18
4"	17.01	31.01
5"	21.40	39.40
6"	22.32	40.32

Trenching Multiple Conduit Installation

2"	11.14	21.14
3"	12.18	22.18
4"	13.01	23.01
5"	17.40	31.40
6"	18.32	32.32

Trenching (w/o Conduit Installation) (per linear FT)

12"	14.00	28.00
24"	18.00	36.00
36"	25.00	50.00

Directional Boring (per linear FT)

1.5" CIC (Conductor In Conduit)	20.00	40.00
2"	21.14	41.14
3"	32.18	62.18
4"	43.01	83.01
5"	53.40	103.40
6"	64.32	124.32

Water Main (per linear FT)

16" (.219 Wall Thickness)	184.00	344.00
20" (.281 Wall Thickness)	232.00	432.00
24" (.344 Wall Thickness)	278.00	518.00
30" (.406 Wall Thickness)	360.00	600.00
36" (.50 Wall Thickness)	420.00	800.00

Sewer Main (per linear FT)

16" (.219 Wall Thickness)	184.00	344.00
20" (.281 Wall Thickness)	236.00	432.00
24" (.344 Wall Thickness)	278.00	518.00
30" (.406 Wall Thickness)	360.00	660.00
36" (.50 Wall Thickness)	420.00	800.00

 Big M Ranch Inc.

Bore Pit (per vertical FT)

Depth more than 8'	1,500.00	3,000
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Micellaneous

Installing 1,250-lb mule tape & secure on ea end	2.35	2.35
Placing SWGR Vaults	4,000	8,000
Placing Comcast (fiberglass) JB	350.00	700.00
Placing Single Phase Transformer Pads	200.00	200.00
Placing Secondary Pedestals	100.00	100.00
8" Direction Bore	80.00	160.00
Furnish & Install 2" Short Sweep	21.84	21.84
Furnish & Install 2" Long Sweep	35.10	35.10
Furnish & Install 3" Short Sweep	25.32	25.32
Furnish & Install 3" Long Sweep	44.11	44.11
Furnish & Install 4" Short Sweep	49.77	49.77
Furnish & Install 4" Long Sweep	79.78	79.78
Furnish & Install 5" Long Sweep	163.78	163.78
Furnish & Install 6" Long Sweep	178.40	178.40
Furnish & Install Couplings (1.5" 2", 2.5")	5.29	5.29
Furnish & Install Couplings (3" & 4")	7.10	7.10
Furnish & Install Couplings (5" & 6")	10.29	10.29
Furnish & Install Locator Tape	3.00	3.00
Sawcut, Remove/Replace Concrete (4"-6")	20.00	20.00
Sawcut, Remove/Replace Asphalt (2"-3")	20.00	20.00
Compacted Class 7 Base	10.00	10.00
Solid Sod w/ 4" Topsoil	15.00	15.00
Hydro-Mulching	5.00	5.00
Seed & Mulch	5.00	5.00

This bid may be extended for two additional one year periods if agreed upon by both parties. Contractors agrees to hold pricing per LF to a "not to exceed 10 % upon renewal.

 Big M Ranch Inc.



CERTIFICATE OF LIABILITY INSURANCE

BIGMR-1

OF ID: SN

DATE (MM/DD/YYYY)
12/27/2017

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

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

PRODUCER Rogers Insurance Agency 2809 W. Ajax, # 300 Rogers, AR 72758-6226 Brad Bridgers, CIC	CONTACT NAME: Sonja Nelson PHONE (A/C, No. Ext): 479-636-4551 FAX (A/C, No): E-MAIL: SNelson@Rogers-Insurance.com ADDRESS:
INSURED Big M Ranch, Inc. Andy Morris 1300 S 3rd St Rogers, AR 72756-5477	INSURER(S) AFFORDING COVERAGE INSURER A: Bridgefield Casualty Insurance INSURER B: FCCI Insurance Group INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10335 10178

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL COVERAGE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER		CPP00222101	02/15/2017	02/15/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		CA00323471	02/15/2017	02/15/2018	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 10,000	☒ CLAIMS-MADE	UMB00231961	02/15/2017	02/15/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	19640433	02/15/2017	02/15/2018	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Officer Andy Morris is excluded from workers compensation coverage.

CERTIFICATE HOLDER CITBE-3 City of Bentonville 1901 NE A St Bentonville, AR 72712	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
---	--

ACORD 25 (2014/01)

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ID #3570

State of Arkansas
Commercial Contractors Licensing Board

BIG "M" RANCH, INC.
1300 S 3RD ST
ROGERS, AR 72757

BIG "M" RANCH, INC.

This is to Certify That

is duly licensed under the provisions of Act 150 of the 1965 Acts as amended
and is entitled to practice Contracting in the State of Arkansas within the
following classifications/specialties:

SPECIALTY

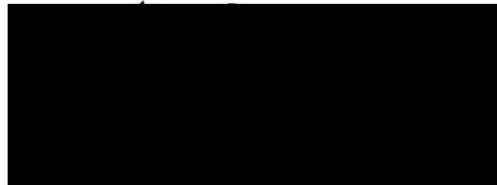
Underground Piping, Cable, Trenching, Boring

with the following suggested bid limit UNLIMITED

from April 28, 2017 until April 30, 2018

when this Certificate expires.

Witness our hands of the Board, dated at North Little Rock, Arkansas:



MAN

SECRETARY

April 28, 2017 - sh



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 9, 2018

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Request for a waiver of bid to allow for the purchase of Patrol Uniforms from Cruse Uniforms in Springdale, Arkansas. The 2018 Budget total budget allotment for Police Department Uniform Supplies is \$107,700.00. This includes Dispatch Uniforms, Patrol Uniforms and Replacements, Bike Team Uniforms, SWAT Uniforms, Bomb Squad Uniforms, Leather Gear and Replacements, and other Soft Uniform items such as coats, jackets, rain gear, hats, and informal uniforms. Patrol Uniforms and Replacement Uniforms accounts for the largest portion of this expense and represents about \$55,000.00 of this total. Factors such as employee turnover and general wear and tear, determine the actual yearly expense related to Patrol Uniforms and Replacement. The department currently uses Cruse Equipment in Springdale for such uniform and uniform related needs. Being located in Springdale, this provider promotes safety and convenience by allowing local, timely and cost effective uniform measuring, fitting, alterations, and availability. The next closest similar provider is located in Carthage, MO. This waiver of bid would not exceed the budgeted amount and duplicates last year's, and previous year's, waiver.

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



REQUEST FOR WAIVER OF BID

Date	<u>1/9/2018</u>		
Requested by:	<u>Chief Jon Simpson</u>		
Department:	<u>Police Department</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Uniform and Uniform Supplies</u>		
Year & Model:	<u>Not applicable</u>		
Serial #	<u>None</u>		
To Be Purchased From:	<u>Cruse Uniform Supplies</u>		
	<u>5320 W. Sunset</u>		
	<u>Springdale, Arkansas 72762</u>		
Amount:	Base Amount:		<u>\$107,700.00</u>
	Tax:		<u> </u>
	*Other:		<u> </u>
	TOTAL		\$ 107,700.00
* List all other costs: (not to exceed above detailed budgeted amount)			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
The 2018 Budget total budget allotment for Police Department Uniform Supplies is \$107,700. Patrol Uniforms and Replacement Uniforms accounts for the largest portion of this expense and represents about \$55,000 of this total. Factors such as employee turnover and general wear and tear, determine the actual yearly expense related to Patrol Uniforms and Replacement. Being located in Springdale, this provider promotes safety and convenience by allowing local, timely and cost effective uniform measuring, fitting, alterations, and availability. The next closest similar provider is located in Carthage, MO.			
<u> </u> Department Head		<u> </u> Director of Finance & Administration	
Revised 6-18-99			

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE
CITY CLERK TO ENTER INTO AN AGREEMENT FOR
THE PURCHASE OF UNIFORMS FOR THE
BENTONVILLE POLICE DEPARTMENT AND WAIVING
THE REQUIREMENT OF COMPETITIVE BIDDING.**

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of uniforms for the Bentonville Police Department from Cruse Uniforms in Springdale, Arkansas in an amount not to exceed the budgeted allotment for uniform supplies.

Section 2: Because having a local provider of uniforms promotes necessary officer safety and efficiency and because Cruse is the only local vendor of such supplies and has required uniform components readily available, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

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



AGENDA FORM

CITY COUNCIL MEETING OF:

January 9, 2018

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

This is a request for the approval of two City of Bentonville Animal Services related items, designated as Item (A) and Item (B). Previous discussions have made Council aware of the pending Animal Services agreement with the City of Centeron. See attached contract and addendum, Item (A). This 3-year contract is effective May 1st, 2018 and will allow time for the City of Centeron to make all necessary upgrades to thier existing facility. Per the aforementioned contract, see also budget adustment request, Item (B). This budget adjustment, in the amount of \$250,000.00, combined with existing 2018 budgeted funds in the amount of \$115,000.00, will fulfill the yearly fees set forth in the attached contract until 2021 (\$300,000), as well as the projected 2018 fees charged per animal (\$100) to likewise be paid to the City of Centeron. Finally, the amount will also cover any foreseeable 2018 costs incurred by the City of Bentonville during the transition of services to the City of Centeron. Note that future funds budgeted for Animal Services needs in 2019 and 2020 would be approximately \$40,000.00 per year (based upon an estimate of 400 dogs delivered yearly).

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



REQUEST FOR WAIVER OF BID

Date	<u>1/9/2018</u>		
Requested by:	<u>Chief Jon Simpson</u>		
Department:	<u>Police Department</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Animal Services, dogs</u>		
Year & Model:	<u>Not applicable</u>		
Serial #	<u>None</u>		
To Be Purchased From:	<u>City of Centerton</u>		
	<u>290 N. Main Street</u>		
	<u>Centerton, AR 72719</u>		
Amount:	Base Amount:		<u>\$300,000.00</u>
	Tax:		<u></u>
	*Other:		<u>\$120,000.00</u>
	TOTAL		<u>\$ 420,000.00</u>
* List all other costs: (not to exceed above detailed budgeted amount)			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
This waiver of bid will allow the transfer of animal services from the City of Rogers to the City of Centerton. Centerton has agreed to expand its shelter to accommodate Bentonville's shelter needs beginning promptly and continuing for a term of three years and to work with our animal control staff to meet those needs in a manner unavailable from any other provider. *Other amount listed above as \$120,000, represents an estimate of 3 years of animal intakes (400 per year or 1,200 total) at \$100 per animal.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-18-99			

BUDGET ADJUSTMENT REQUEST FORM

Budget Adjustment #
(Assigned by Admin)

Department: Police

Date of Request: January 9, 2018

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
010-2010-421-34-10	Professional Services/Other		\$250,000	\$ (250,000.00)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ -	\$ 250,000.00	\$ (250,000.00)

Justification:

This budget adjustment, in the amount of \$250,000, combined with existing 2018 budgeted funds in the amount of \$115,000, will fulfill the yearly fees set forth in the attached contract until 2021 (\$300,000), as well as the projected 2018 fees charged per animal (\$100) to likewise be paid to the City of Centerton. Finally, the amount will also cover any foreseeable 2018 costs incurred by the City of Bentonville during the transition of services to the City of Centerton. Note that future funds budgeted for Animal Services needs in 2019 and 2020 would be approximately \$40,000 per year (based upon an estimate of 400 dogs delivered yearly).

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



ANIMAL SERVICES CONTRACT

This contract for animal services is entered into this _____ day of _____, 2018, by and between the City of Centerton, Arkansas, a municipal corporation, acting through its Mayor, hereinafter referred to as "Centerton", and the City of Bentonville, Arkansas, a municipal corporation, acting through its Mayor, hereinafter referred to as "Bentonville":

WITNESSETH:

WHEREAS, Centerton owns and operates an Animal Shelter located within Benton County and,

WHEREAS, Bentonville wishes to utilize the services of the Centerton Animal Shelter, hereinafter referred to as the "Shelter," to address the storage, care of, and disposal of animals which come under the control of Bentonville's Animal Control Officers and,

WHEREAS, the parties desire to cooperate to achieve a mutually satisfactory agreement:

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREINAFTER SET FORTH, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE SELLER AND PURCHASER HERETO MUTUALLY AGREE AS FOLLOWS:

(1) BILLING AND PAYMENT:

- a. Bentonville agrees to pay \$300,000.00 (three hundred thousand dollars) to Centerton for the animal services agreed upon elsewhere in this contract. This amount shall be paid within thirty (30) days of the effective date of this contract and shall represent the advance payment of \$8,333.33 per month, for thirty six (36) months of services. In the event this agreement is discontinued by Centerton prior to the expiration of 36 (thirty six) months, Centerton shall reimburse Bentonville for remaining months of services not provided.
- b. Bentonville further agrees to pay an additional \$100.00 (one hundred dollars), per animal, to Centerton for each animal delivered to the Shelter. Centerton will bill Bentonville on the 1st (first) day of each month for the "per animal" fees due and incurred from the immediately previous month. Bentonville agrees to make payment in a prompt and timely manner.

- (2) SERVICES AND PROCEDURES: A separate "Procedural Addendum," hereinafter referred to as "Addendum" shall be made and kept with the purpose of listing the agreed logistical procedures for receiving, caring for, sheltering, and disposing of the animals and services covered under this contract. It is the intent of both parties that said Addendum is incorporated by reference as if set out word for word herein. It is agreed by both parties that if any dispute arises between the parties regarding the actual implementation of the services agreed to in the said Addendum, the Addendum may be

modified by mutual agreement without modifying the additional terms and rights contained in this contract. Said mutual agreement will be evidenced by any new or different terms to the Addendum being attested to by the Mayor of each city respectively. Said Addendum, when and if, it is modified, shall make reference to this original contract date and term. A copy of the Addendum agreement, originally or as it may be modified, shall be kept on hand by the Department Head of each city's animal control division. The clerk of each City shall also maintain a copy of the Addendum, originally or as it may be modified, with a copy of the contract, on file with the City records.

- (3) INDEMNITY AND HOLD HARMLESS PROVISION: To the extent permitted by law and without waiving statutory tort immunity, each party agrees to indemnify the other party from claims resulting from performance under this agreement.
- (4) TERM: This contract shall have an effective date of May 1st, 2018 and shall run until May 1st, 2021.
- (5) WAIVER: Failure of either party hereto to exercise any options herein contained upon breach by the other shall not constitute a waiver of that party's right to exercise such options upon future breach.
- (6) COMPLETE AGREEMENT: It is agreed that neither party hereto is relying upon any oral or written information or representations made by the other prior to the signing of this contract unless expressly provided herein, and that this contract constitutes the entire agreement between the parties and same shall not be hereafter amended or modified unless reduced to writing and signed by the parties hereto as stated in Section (2) above. It is further agreed that all earlier agreements of the parties are hereby rescinded.

IN WITNESS WHEREOF, The City of Centerton, Arkansas and The City of Bentonville, Arkansas have executed these presents by their respective authorized representatives, having been authorized to do so by appropriate resolution and/or ordinance.

ATTEST:

**CITY OF CENTERTON,
ARKANSAS**

By: _____
CITY CLERK

By: _____
BILL EDWARDS, MAYOR

ATTEST:

**CITY OF BENTONVILLE,
ARKANSAS**

By: _____
CITY CLERK

By: _____
BOB McCASLIN, MAYOR

PROCEDURAL ADDENDUM

This addendum is a counterpart to the Animal Services Contract between the City of Centerton, Arkansas and the City of Bentonville, Arkansas which has an effective date of May 1, 2018.

IT SHALL BE AGREED BETWEEN THE PARTIES THAT:

Animals under the supervision and care of Bentonville will be delivered to the Centerton Animal Shelter by Bentonville ACO or Bentonville Police. All intake paperwork for animals originally picked up in Bentonville shall be filled out by the aforementioned Bentonville Officer. The date the animal arrived should be noted, and an "intake" form shall be completed on each animal.

If a citizen of Bentonville locates their animal in the possession of the Centerton Animal Shelter, they must obtain release paperwork from the Bentonville Police Department before Centerton Animal Shelter will release the animal. Once the release paperwork is completed by Bentonville and presented to the Centerton Animal Shelter, the individual shall be subject to the fees for impoundment and reclaiming set forth by the Centerton city ordinance. The shelter shall then release the animal to the owner. Bentonville will not collect any fees for impoundment or reclaiming, however, Bentonville Police or Bentonville ACO will be responsible for the issuing of citations for any violations of state law or Bentonville city ordinance.

After being held for a period of 7 (seven) days, all animals turned over by the City of Bentonville to the Centerton Animal Shelter shall become property of the City of Centerton.

Animals under the supervision and care of Bentonville other than animals that have bitten a person within 10 days or animals that are being held as evidence in a court proceeding will be delivered to the Centerton Animal Shelter during business hours by Bentonville ACO or Bentonville Police. In exigent circumstances (weather, animal behavior, etc.) animals may be delivered afterhours. All intake paperwork for animals originally picked up in Bentonville shall be filled out by the Bentonville officer. All paperwork filled out By the Bentonville officer shall adhere to the policy and procedures set forth by the Centerton Animal Shelter which may include the use of external websites and social media.

It shall be the Bentonville ACO's responsibility to maintain records of animals delivered from Bentonville, to make a good faith effort in locating owners of said animals and maintain owner's information records and to assist the Centerton Animal Shelter staff in efforts involved in the process of owners reclaiming said animal.

A fund shall be set up at a veterinarian clinic of Bentonville's choosing within the City limits of Centerton for providing medical attention to any animal in need delivered from Bentonville.

BILL EDWARDS
Mayor, City of Centerton, Arkansas

DATE

BOB McCASLIN
Mayor, City of Bentonville, Arkansas

DATE

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR AND
CITY CLERK TO ENTER INTO AN AGREEMENT WITH
THE CITY OF CENTERTON FOR ANIMAL SERVICES
AND WAIVING THE REQUIREMENT OF COMPETITIVE
BIDDING.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with the City of Centerton for Animal Services as set forth in the Agreement attached hereto as Exhibit "A".

Section 2: Because the City of Centerton has agreed to expand its shelter to accommodate Bentonville animal shelter needs beginning promptly and continuing for a term of years and to work cooperatively with the City of Bentonville and animal control staff to meet those needs in a manner unavailable from other providers it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2018.

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:

January 9, 2018

Submitted by:

Jennifer Jones

Department

District Court

Phone

271-3120

ACTION REQUIRED:

City Council approval of a budget adjustment, in the amount of \$3500.00, to recognize receipt of a grant from the Arkansas Alternative Dispute Resolution Commission for a pilot mediation program.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE





Department: District Court

Date of Request: January 9, 2018

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
10-1210-334-10-00	State Grant	\$3,500.00		\$ 3,500.00
10-1210-412-34-10	Professional Service/Other		\$3,500.00	\$ (3,500.00)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ 3,500.00	\$ 3,500.00	\$ -

Justification:

Budget adjustment recognizing receipt of a grant from the Arkansas Alternative Dispute Resolution Commission and allocating funds to expenses related to a pilot mediation program.

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



**DISTRICT COURT OF BENTON COUNTY, ARKANSAS
BENTONVILLE DIVISION**

2706 SOUTH WALTON BLVD.
BENTONVILLE, AR 72712

Ray Bunch
District Court Judge

Court Clerk (479) 271-3120
Fax: (479) 271-3134

Memo

To: City Council, Mayor McCaslin
From: Jennifer Jones
Date: December 27, 2017
Re: City Council approval of a budget adjust of \$3,500, for a pilot mediation program of our Small Claims and/or Civil cases

The Bentonville District Court applied for and was awarded a grant from the Arkansas Alternative Dispute Resolution Committee in the amount of \$3,500 to begin a pilot mediation program primarily targeted for our Small Claims cases but can be used for our Civil cases as well.

This program will allow our clients to have the services of a certified mediator prior to going to trial with their disputes. A mediator often times is able to resolve disputes in a manner that results in a greater sense of satisfaction to both parties despite their original differing opinions. This is a completely voluntary program to which both parties would have to agree.

Should you have any questions regarding this grant and/or program please feel free to call me at 479-271-5923. Alternatively, you may email me at jenniferj@bentonvillar.com.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 9, 2018

Submitted by:

Nancy Busen

Department

Wastewater

Phone

271-3161

ACTION REQUIRED:

Staff requests wavier of bidding for purchase of a Model ES-354 PWTech screw press in an amount not to exceed \$549,100. During the three year development of our Bio-solids Master Plan, two dewatering technologies and three manufacturers were tested and considered for replacement of outdated equipment. The results of those studies are attached.

COST TO CITY:

Cost of this Request: \$549,100

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	2,725,000
Funds Expended to Date		
Remaining Budget		2,725,000
Budget Adjustment		-
Remaining After Adjustment	\$	2,725,000

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin

From: Nancy Busen, Wastewater Utilities

CC: Mike Bender

Date: 1/09/2018

RE: Request a Waiver of Bid Process for purchase and installation of a
PWTech Model ES-354 Screw Press.

Staff requests Mayor and City Council approval for an ordinance to waive competitive bidding, in an amount not to exceed \$549,100.00, for selected bio-solids dewatering technology.

Since 2015, Bentonville Wastewater Utilities and Garver, LLC have explored various dewatering technologies for sustainability, redundancy, dewatering capabilities and acceptable footprint. City Staff and Garver performed two onsite inspections of Belt Press operation at other wastewater facilities. Sludge from our facility was sent to the belt press manufacturer to determine the solids reduction achievable. Huber Technologies and PWTech performed onsite pilot projects, including solids reduction, at our plant and reported results.

Due to the aged condition and possibility of failure of our current belt press, it would be neither practical nor feasible to continue further investigation, via the bid process.

Attached is a report outlining results and costs associated with all units.

Thank you for consideration of this request,

REQUEST FOR WAIVER OF BID

Date	<u>1/9/2018</u>		
Requested by:	<u>Nancy Busen</u>		
Department:	<u>Wastewater Utilities</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>4 unit screw press bio-solids dewatering system</u>		
Year & Model:	<u>2018 Model ES-354</u>		
Serial #	<u>N/A</u>		
To Be Purchased From:	<u>PWTech, LLC</u>		
	<u>9004 Yellow Brick Road, Suite D, Rosedale, MD 21237</u>		
	<u></u>		
Amount:	Base Amount:	\$	<u>549,100.00</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>549,100.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Since 2015, Bentonville Wastewater Utilities and Garver, LLC have explored various dewatering technologies for sustainability, redundancy, dewatering capabilities and acceptable footprint. City Staff and Garver performed two onsite inspections of Belt Press operation at other wastewater facilities. Sludge from our facility was sent to the belt press manufacturer to determine the solids reduction achievable. Huber Technologies and PWTech performed onsite screw press pilot projects at our plant and reported results. Due to the aged condition and possibility of failure of our current belt press, it would be neither practical nor feasible to continue further investigation, via the bid process. A report outlining results and costs associated with all units is attached.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	



2049 E. Joyce Blvd.
Suite 400
Fayetteville, AR 72703
TEL 479.527.9100
FAX 479.527.9101
www.GarverUSA.com

MEMORANDUM

Date: December 28, 2017

To: City of Bentonville

Attn: Mike Bender, P.E.

From: Garver, LLC

RE: Dewatering Equipment Pre-Purchase

Copies To: Nancy Busen, Chris Earl, Katherine Bertschy, and Project File 17048130

Attachments: PWTech Proposal Dated December 13, 2017

Introduction

In 2015, the City of Bentonville requested Garver to perform a Biosolids Master Plan with the primary objective to screen viable and sustainable dewatering and disposal alternatives for subsequent detailed evaluations and design. Since that time, the City and Garver have evaluated three unique dewatering technologies and presented facility costs associated with each dewatering process based on manufacturer provided budgetary costs and the required ancillary improvements necessary for installation in the existing dewatering building. As a crucial element to these evaluations, pilot and bench scale testing were performed for the three technologies which determined relatively similar dewatered sludge characteristics among the equipment.

In consideration of the proprietary features, technological and operational differences, and existing dewatering facility constraints, it is not practical to accommodate all three dewatering technologies. The technologies vary widely in terms of footprint, required access, and dewatered sludge discharge points. Considering the aged condition and associated risk of failure of the existing belt press equipment, this project has been prioritized as a fast track project with delivery of the new equipment proposed for late-Summer 2018. In light of the expedited schedule, long equipment lead times, and the identified difficulties of competitively bidding multiple equipment via a single design, the concept of pre-negotiating the purchase price and pre-purchasing the selected equipment alternative is proposed.

A key schedule point in the overall delivery of this project is timing of the arrival of the new dewatering equipment on site for immediate installation. Based upon the proposed expedited schedule, the delivery should occur in late June to allow for the summertime replacement of the existing equipment. It is critical that this occur in the July/August timeframe since the plant will be required to operate without dewatering capabilities during the installation as the new dewatering unit will be located in the same footprint as the existing belt filter press. For this approach to be attainable, warm weather operation of the digesters is required so that the existing digesters can effectively retain a larger volume of solids. During summer conditions, the existing digester tanks can provide approximately 30 days of sludge storage. Should the schedule slip into the fall season, colder digester operation would not be able to hold the additional solids thus very costly, temporary belt press facilities would be required. In consideration of these operational issues, it is crucial to expedite the manufacturing of the new equipment to hold true the early summer equipment delivery.

By proceeding with the selected equipment manufacturer, the shop drawing review and manufacturing of the equipment can proceed in parallel with the design of the overall project. If this project was conventionally bid with multiple equipment designs, this time efficiency would be lost and it is questionable that the new equipment

would be delivered on time for Summer 2018 installation. Pre-negotiation of the cost and delivery terms provides a proven approach for achieving the early summer equipment delivery.

The purpose of this memorandum is to summarize the key features and differences among the evaluated dewatering technologies and provide the City of Bentonville with justification to waive competitive bidding and pre-purchase the recommended dewatering technology.

Evaluated Dewatering Technologies and Manufacturers

The Biosolids Master Plan – Phase 1 dated April 2016 evaluated screw presses, belt presses, and centrifuges and recommended that the screw press be further evaluated. Subsequent discussions with City Staff also led to further evaluation of the belt press alternative. In total, three unique technologies and manufacturers were further evaluated:

- Belt Filter Press – BDP Industries
- Screw Press – Huber
- Screw Press – Process Wastewater Technologies (PWTech)

These technologies were evaluated based on the following design criteria:

Design Parameter	Value	Unit
Sludge Feed Rate ¹	10,638	lb/day
Maximum Run Time ²	60	hours/week
Minimum Design Solids Loading Rate	1,250	lb/hour
Feed Sludge Concentration	1.0 – 1.9	% Solids
¹ From Biosolids Master Plan – Phase 1 based on solids production associated with an influent flow of 5 MGD.		
² Preferred run time is 40 hours/week		

The following table identifies the key features and potentially significant differences to be considered when making a dewatering equipment selection. The table also presents each alternative's direct dewatering equipment cost and associated total installation costs that captures required building modifications, piping enhancements, electrical and instrumentation installations together with other enhancements to achieve a complete and operating dewatering installation.

Technology/ Manufacturer	Model	Site Specific Testing	Required Units	Equipment Footprint	Redundancy	Additional Building Modifications	Project Costs*
Belt Filter Press – BDP	2.0m – 70 PLI 3DP	Yes – Bench Scale Testing	1	24'-6" (L) 11'-6" (W)	No	New unit will fit in existing building with minor modifications. However, due to the dewatered sludge discharge point, significant conveyor improvements are required.	Direct Dewatering Equipment: \$418,000 Total Construction \$4,423,000
Screw Press – Huber	RoS3- Q800	Yes – Onsite Pilot	3	24'-0" (L) 7'- 4" (W) (each unit)	Yes – since multiple units are required to meet the design criteria.	Due to multiple units, building expansion is necessary as well as significant conveyor improvements	Direct Dewatering Equipment: \$1,215,000 Total Construction \$6,764,000
Screw Press - PWTech	ES-354	Yes – Onsite Pilot	1	18'-5" (L) 10'-3" (W)	Yes - dewatering unit consists of 4 dewatering drums each with independent drive motor.	New unit will fit in existing building with minor modifications. No major conveyor improvements anticipated.	Direct Dewatering Equipment: \$549,100 Total Construction \$2,643,750
*All direct dewatering equipment cost include the polymer feed system and controls and exclude sales tax. Also, all construction cost include covering the existing sludge storage area to protect dewatered solids from rain.							

Selected Dewatering Technology

In consideration to the increased redundancy and reliability characteristics in concert with the added overall total installed project value, the City of Bentonville and Garver have proposed to proceed with designing around the PWTech Screw Press technology. The PWTech Volute Dewatering Screw Press offers the following advantages over other dewatering systems:

- Small footprint that will allow the unit to be installed with minor modifications to the existing building and existing dewatered sludge conveyor which will allow for faster and simpler installation.
- PWTech's Screw Press offers added degrees of equipment redundancies and reliabilities as compared to the other alternatives. Proposed unit has four dewatering screw drums with independent drive motors. Should one drive motor malfunction, the remaining three dewatering screws can operate providing a level of redundancy not found in the belt press technology.
- Proven performance and operator familiarity demonstrated during the onsite pilot.

Mike Bender, P.E.
Dewatering Equipment Pre-Purchase
December 28, 2017
Page 4 of 4

Conclusions and Recommendations

In order to confirm a fair equipment price for the recommended technology, Garver requested and received copies of executed purchase orders from PWTech for the last two orders of the ES-354 unit.

The most recent purchase order for PWTech was issued November 1, 2017 for the Indian Creek Water Treatment Plant project in Connellsville, PA. This project scope of supply with the exception of the sludge feed pumps was very similar to the Bentonville proposal. The Indian Creek WTP project included two complete dewatering systems for a total price of \$1,095,000 which equates to \$547,500 per dewatering system.

PWTech also provided a purchase order from June 20, 2016 for the City of Winneemucca, NV Wastewater Treatment Plant Project. This project scope of supply included one dewatering screw press together with polymer feed and controls, a screw conveyor system, an access platform, and a sludge feed pump. The total equipment cost was \$732,170. The purchase order did identify the costs for additional scope items such as the access platform, screw conveyor, and sludge feed pump. The resulting scope is similar to Bentonville with a price of \$552,000 for a single dewatering screw press system.

PWTech Volute Dewatering Screw Press System has offered a pre-negotiated total price of \$549,100 to the City of Bentonville. The scope includes, but not limited to, one dewatering screw press, one polymer feed system, and a complete controls system with Allen Bradley hardware. Based upon the purchasing data from the previously executed purchase orders for other agencies, Garver considers the offered pre-negotiated of \$549,100 a fair price for the proposed dewatering system.

Garver recommends that the City of Bentonville waive competitive bidding and issue a purchase order, as described in the attached Proposal dated December 13, 2017, to Process Wastewater Technologies.



Digitally Signed 12/28/2017





PROPOSAL

PROCESS WASTEWATER TECHNOLOGIES, LLC. | 9004 Yellow Brick Rd, Suite. D, Rosedale, MD, 21237
Phone: 410 238 7977 | Facsimile: 410 238 7559 | Email: volute@PWTech.us | Web: www.PWTech.us

PROJECT / REF: Bentonville WWTP, AR	
TO: Nancy Busen and Chris Earl	DATE: 13 December 2017
COMPANY: City of Bentonville, AR	PWT #: VDPAR17078
ADDRESS: 1901 NE A Street Bentonville, AR 72712	REV: 2
	REP: Phil Shupe
	FIRM: Shupe & Associates, Inc.
	CONTACT: 870/672-1660
SUBJECT: Firm Price and Scope for Volute® Dewatering Press model ES-354 and appurtenances for Bentonville WWTP, AR	
SIZING: Sized as per request – to be able to dewater ~ 100 to 150 GPM of 1.9% sludge	
NOTES: Pricing is good for Q1 of 2018. Added pricing for AB controls and spare parts. Clarified throughput.	

Scope of supply:

- One (1) Volute® Dewatering Press – PWTech® Model ES-354 unit
- One (1) Polymer Preparation System - VeloDyne Model VeloBlend VM-15P-1800-X0D
- One (1) Influent Sludge flowmeter - Rosemount™ Model 8750W with 4" ANSI Flange connections.
- One (1) Control system for the above
- One (1) Spare Parts (Adder Price)
- Documentation (Submittals and O&M Manuals)
- Start-up and commissioning services
- Delivery to site

Notes on Volute Dewatering Press, PWTech® Model ES-354

Base unit supply

- The unit to be supplied will be an ES-354 with a MAXIMUM capacity of ~180 GPM of 1.9% sludge (But designed to run most commonly between 100 and 150 GPM).
- The Dewatering Press consists of:
 - Flash mixing tank including gear motor and tilted blade impeller mixer
 - Flocculation tank including gear motor and large cross-sectional area impeller

*Volute is registered with the U.S. Patent and Trademark Office as a registered trademark of AMCON, Inc., Yokohama, Japan



- Four (4) x 350 Series Dewatering Drums, each with a drive motor,
- Filtrate collection pan and support frame.
- Integrated, pre-wired control panel for the unit and appurtenances mounted on the flocculation tank. (may be provided mounted separately if requested).
- 4" flanged inlet and 8" flanged outlet

Construction

- The unit is all stainless steel. No carbon steel is used in the manufacture of the press.
- Unit is manufactured and assembled in the USA. All components are sourced from the USA or Japan.
- Electrical components are manufactured and tested prior to shipment to site in the United States.
- Gear Drives are SEW and Nissei GTR gear motors utilizing heloid gear reduction. They are one piece construction and are sealed for life.

Notes on Polymer Preparation unit model VeloBlend VM-15P-1800-X0D

Polymer preparation system consists of the following components:

Polymer Mixing Chamber

- A high energy, multi-zoned, hydro-mechanical mixing device designed to effectively activate, dilute and mix polymer and dilution water utilizing an impeller designed to produce variable intensity, back-flow mixing action to optimize polymer performance without damage to the polymer's molecular structure.
- Mixer Motor: ½ HP, 90 VDC, 1750 RPM, Wash-Down Duty with keyless shaft and left hand impeller mounting screw
- Mechanical Mixer Shaft Seal and Seal Flushing Assembly with ON/OFF Valve
- Velo-Check® neat polymer poppet style check valve specifically designed to isolate neat polymer and dilution water. The check valve shall be held in place by a quick release pin for easy assembly and disassembly
- Materials of construction are PVC and Lexan (Body), Viton, SS304 and ceramic (Seals) and SS304
- Pressure Rating: 100 psi

Neat Polymer Metering Pump

- A stainless steel & Viton 15GPH progressive cavity metering pump shall be provided
- ½ HP, 2500 RPM, 90 VDC, TEFC Motor with 10:1 Gear Reducer
- Thermal type loss of polymer flow sensor
- Metering pump calibration assembly with isolation valves: (1000 ml)

Dilution Water Inlet and Solution Outlet Assembly

- Primary 180-1800 GPH controllable dilution water flow
- 1" FNPT water inlet connection with Dilution Water ON/OFF Solenoid Valve
- Low differential pressure alarm switch
- 0-160 psi inlet water pressure gauge (stainless steel, liquid filled)

Construction

- Frame and fasteners are 304 stainless steel. Frame is open design for access to all components and is designed for bolt-down installation.

*Volute is registered with the U.S. Patent and Trademark Office as a registered trademark of AMCON, Inc., Yokohama, Japan



Notes on Magnetic flowmeter, Rosemount™ Model 8750W

- 4 inch ANSI 150# flange connections.
- Coated Carbon Steel construction with a polyurethane, ceramic, neoprene, or Teflon liner as required by the application.
- All metallic wetted parts are stainless steel type 316
- Suitable for direct burial and constant flooding (IP 68).
- Includes grounding rings
- Flowmeter out-puts analogue signal (4-20 mA) to Volute* Press Control panel

Notes on Electrical and Control

The Volute* unit is supplied with a pre-mounted, pre-wired control panel designed to control all aspects of the thickening/dewatering operation unless otherwise specified and noted.

- Panel is fed by a single 208, 240, or 480VAC, 3-phase, 60 Hz, power supply (client specified)
- Control panel is NEMA 4X rated manufactured in Stainless Steel type 304
- Control Panel is manufactured in a UL accredited facility and is UL Listed
- Panel includes HMI and PLC control modules. Unless specified otherwise, PLC/HMI is a single Unitronics Vision 700 unit.
- All manual switching operations are undertaken via switches on the HMI
- Unit includes complete control system for unit and ancillary equipment including operation of the polymer preparation system and VFD control for feed pump.
- Control system may utilize a system flow meter (not included in this proposal unless specifically noted in the scope) and PID loop to allow operator to set the system flow.
- System may include interlocks for Conveyor start-up, shut down and E-stop if required
- Control panel includes system running and system fault outputs to plant PLC and the ability to connect via Ethernet (ModBus TCP/IP) to external controls.
- A junction box on the polymer preparation skid is pre-wired to the polymer preparation components and designed for easy on-site connection to the main Volute* system control panel.
- Junction box is NEMA 4X FRP and includes numbered terminal block & wires with terminal block legend.

Notes on Spare Parts for Press and Polymer system

Recommended spare parts set includes:

- One (1) Washwater Solenoid Valve
- One (1) Mixing Chamber Mechanical Seal
- One (1) Raw Polymer Pump Packing Seal
- One (1) Raw Polymer Pump Stator

General Notes

Documentation:

Scope includes:

- Submittals (hard copy and electronic) and
- O&M Manuals (hard copy and electronic).
- PLC/HMI Program (but not software)

*Volute is registered with the U.S. Patent and Trademark Office as a registered trademark of AMCON, Inc., Yokohama, Japan



Start-up services:

Scope includes the following start-up services -

- On-site start-up and training services for four (4) consecutive days (8 hours per day, Monday-Friday) by a PWT field service engineer and/or manufacturer's representative
- Services include:
 - Installation inspection
 - Commissioning of Volute* unit and Controls
 - Start-up of Ancillary equipment included in this Scope
 - Functional testing and calibration of equipment
 - Training on all equipment
- Phone consultation regarding installation will also be provided.
- Should additional services be deemed necessary by the PURCHASER, the additional services can be procured from PWT on a per diem basis. The current rate is \$1000 per day plus travel.

Items not included in this proposal

- Taxes, permits and bonding
- Any civil works including, but not limited to, any building works, construction of suitable foundations, and access structures.
- Installation including, but not limited to, mechanical, plumbing, and electrical hook-ups
- Unloading on site and storage
- PLC/HMI Programming software unless specified elsewhere.

Delivery and Freight

- Submittals issued approximately four (4) weeks from receipt of written Purchase Order
- Delivery is approx. sixteen (16) weeks from receipt of written acceptance of Submittal documents
- Deliver to site for all components is **INCLUDED in the price.**

Governing Terms and Conditions and Warranty

- This scope is subject to Process Wastewater Technologies, LLC. Standard Terms and Conditions and Standard Warranty as attached with the exception of the following:
 - Pricing is good through Q1, 2018

PRICE

Total price as per this proposal:	\$535,000.00
Adder for Allen Bradley CompactLogix PLC and Panel view HMI (7"):	\$12,500.00
Adder for Spare parts as noted:	\$1,600.00

*Volute is registered with the U.S. Patent and Trademark Office as a registered trademark of AMCON, Inc., Yokohama, Japan



Volute Dewatering Press Data Sheet - ES-354

Please note - All information here is generic and for preliminary reference only. Detailed dimensions, and other data is very project specific and this sheet has not been altered to reflect that. Project specific data would be available from PWTech at the appropriate time.

General Data	Model Information	Over All Dimensions:	221" x 123" x 89" (L x W x H)
		Optimal Space requirement of installation:	276" x 219" (L x W)
		Minimum Opening dimensions for installation:	80" x 89"
		Weight	Empty: 13,360 lbs
			Operating: 20,150 lbs
		MAX Solids throughput (Solids >4%):	2650 Dry pounds per hour
		MAX Hydraulic throughput (Solids <1%):	260 GPM
		Power use:	12.4 HP
	Washwater use:	6GPM intermittent, 30 GPH total	
Dewatering Drum	General	Dimension:	13.75" diameter x 72" long
		Quantity:	4
		Material:	Rings, Tierods, spacers: Type 304 Stainless Steel
			Screw: 304 Stainless Steel with CoCr coating
	Drive info	Gear Motor Supplier:	SEW Eurodrive
		Model:	KH97R57DRN90L4-504
		Motor Power:	1.5 kW (2.2 HP) 4-Pole
		Insulation:	TEFC / IP65
	Gear Reduction:	504:1	
Flash mixing tanks	General	Dimensions:	31" x 51" x 50" (L x W x H)
		Volume	342 Gallons
		Working Volume:	290 Gallons
		Material	Type 304 Stainless Steel
	Drive Info	Gear Motor Supplier:	Nissei Corporation
		Model:	FSW-55-15-075 WEX
		Motor Power:	0.75 kW (1HP) 4-Pole
		Motor Insulation:	TENV / IP65
	Gear Reduction:	15 : 1	

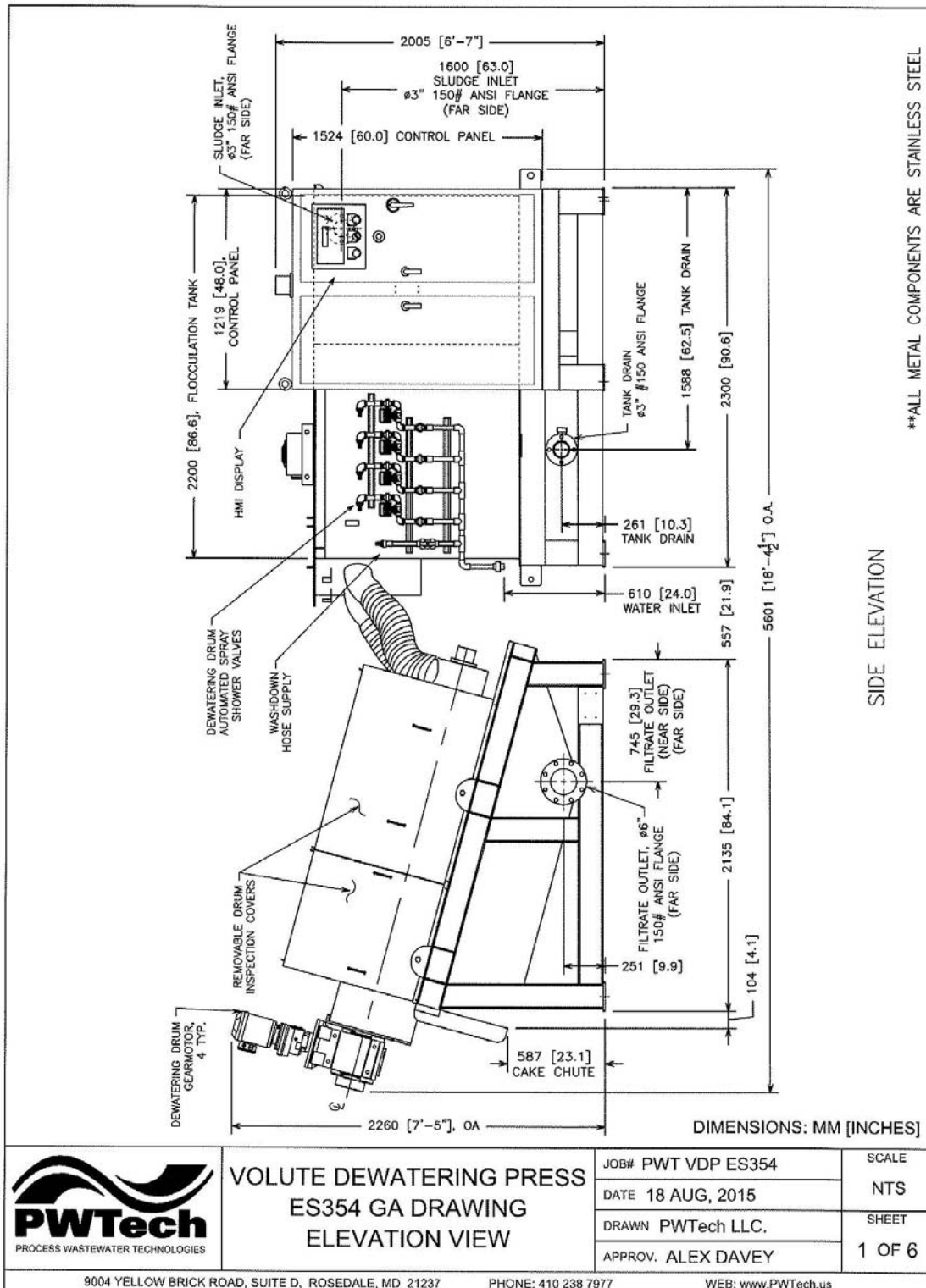
Flocculation tank	General	Dimensions:	51" x 51" x 50 (L x W x H)
		Volume	563 Gallons
		Working Volume:	490 Gallons
		Material	Type 304 Stainless Steel
	Drive Info	Gear Motor Supplier:	Nissei Corporation
		Model:	FSW-55-60-220 WEX
		Motor Power:	2.2 kW (3.0HP) 4-Pole
		Motor Insulation:	TEFC / IP65
		Gear Reduction:	60 : 1

Electrical	General	Supply Voltage:	208/240/440/480 VAC
		Service:	3-Phase, 3-Wire (No Neutral)
		Control Voltage:	Dual - 24VDC & 115VAC
		Typ. Minimum Required Breaker Size:*	45 Amps 480 VAC
	Panel	Panel Size:	48"(w) x 48"(h) x 12"(d)
		Panel Material:	Type 304 Stainless Steel
		Panel Rating:	Nema 4X
		Std. Control Module:	Unitronics Vision 700 PLC

Std. Polymer System	Supplier:	Velocity Dynamics, Inc.
	Model:	VM-15P-1800-X0D
	Mixing Type:	Variable - Mechanical & Hydraulic
	Feed Pump Type:	Progressive Cavity
	Polymer Feed Capacity:	0.75 - 15 Gallons per hour
	Water Use:	180 - 1800 Gallons per hour
	Dimensions:	24" x 34" x 42" (L x W x H)
	Weight:	~200 lbs

Connections	Feed Sludge:	4" ANSI 150# Flange
	Filtrate:	8" ANSI 150# Flange
	Drain:	3" FNPT Coupling
	Water:	3/4" FNPT Coupling
	Polymer Water Inlet:	1" FNPT
	Polymer Solutions Outlet:	1"FNPT
	Raw Polymer Feed Inlet:	1"FNPT

* Breaker sizing for control panel is impacted by many site specific factors including feed pump and conveying requirements. This number is simply provided as an indication of what may be expected in a typical installation.



**VOLUTE DEWATERING PRESS
ES354 GA DRAWING
ELEVATION VIEW**

JOB# PWT VDP ES354

DATE 18 AUG, 2015

DRAWN PWTech LLC.

APPROV. ALEX DAVEY

SCALE

NTS

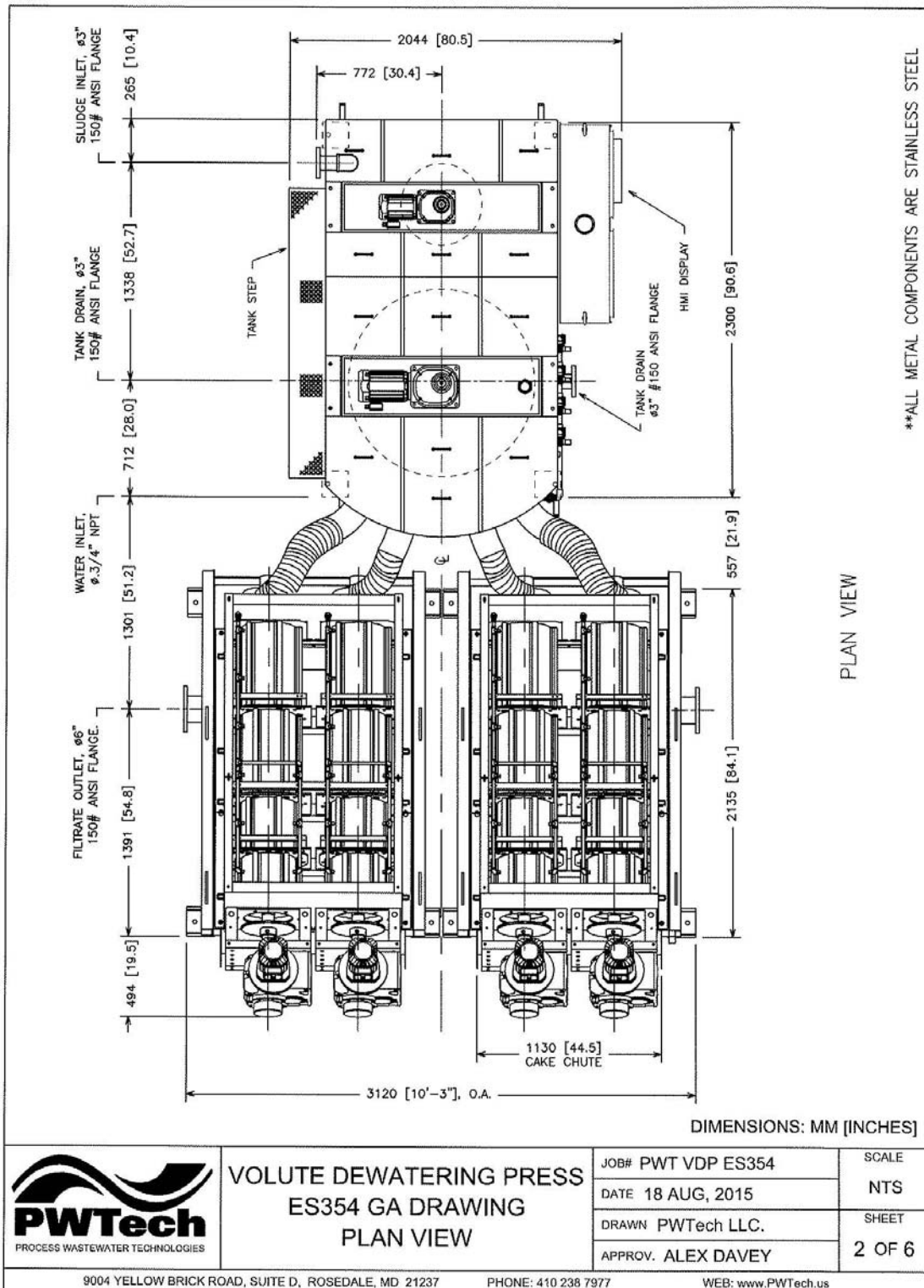
SHEET

1 OF 6

9004 YELLOW BRICK ROAD, SUITE D, ROSEDALE, MD 21237

PHONE: 410 238 7977

WEB: www.PWTech.us



**ALL METAL COMPONENTS ARE STAINLESS STEEL



**VOLUTE DEWATERING PRESS
ES354 GA DRAWING
PLAN VIEW**

JOB# PWT VDP ES354

DATE 18 AUG, 2015

DRAWN PWTech LLC.

APPROV. ALEX DAVEY

SCALE

NTS

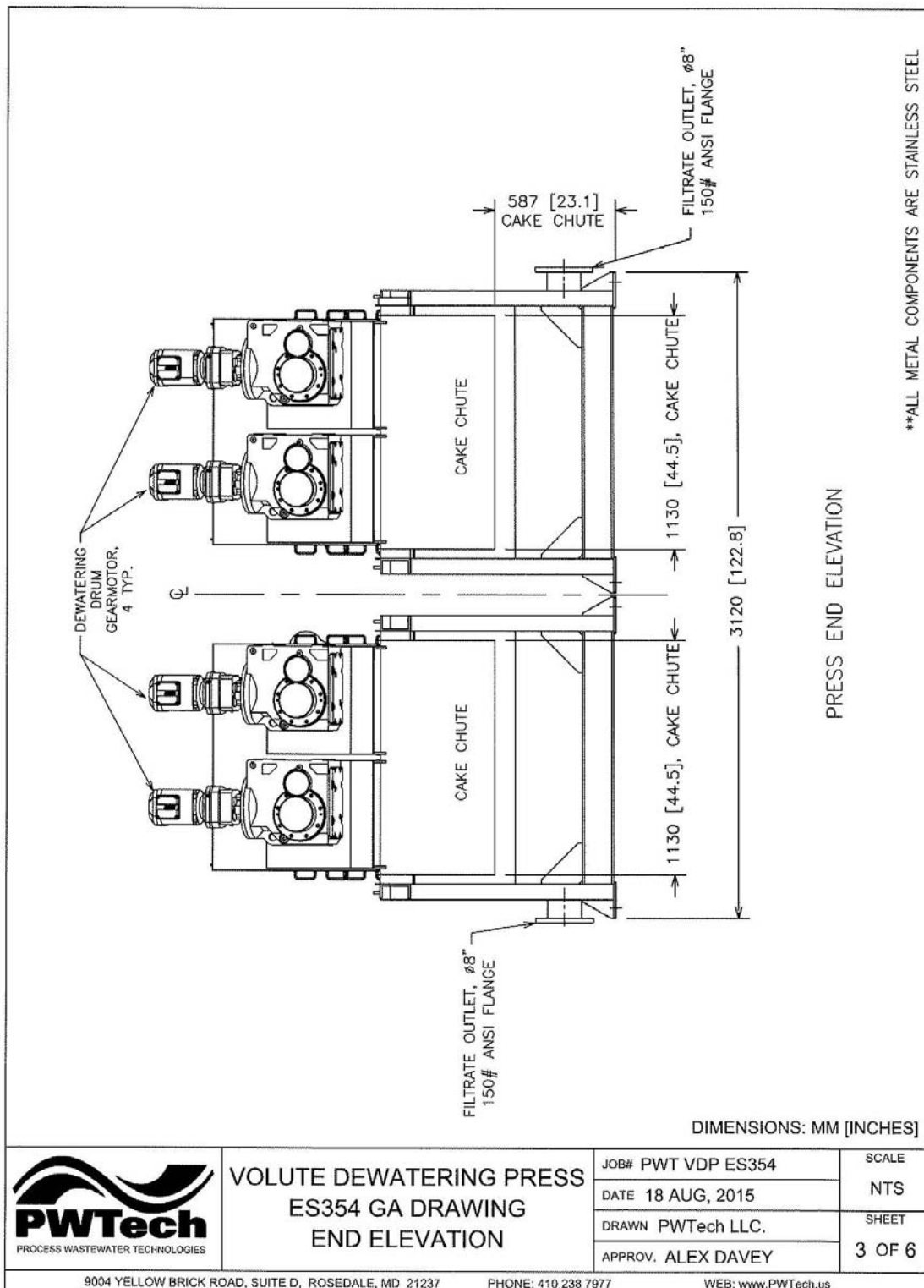
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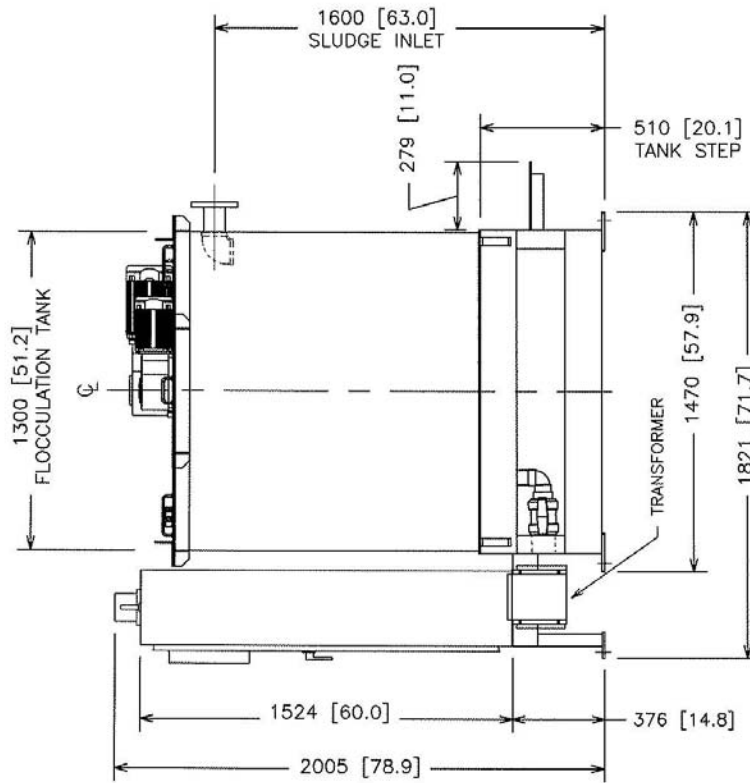
2 OF 6

9004 YELLOW BRICK ROAD, SUITE D, ROSEDALE, MD 21237

PHONE: 410 238 7977

WEB: www.PWTech.us





TANK END ELEVATION

**ALL METAL COMPONENTS ARE STAINLESS STEEL

DIMENSIONS: MM [INCHES]



**VOLUTE DEWATERING PRESS
ES354 GA DRAWING
END ELEVATION**

JOB# PWT VDP ES354

DATE 18 AUG, 2015

DRAWN PWTech LLC.

APPROV. ALEX DAVEY

SCALE

NTS

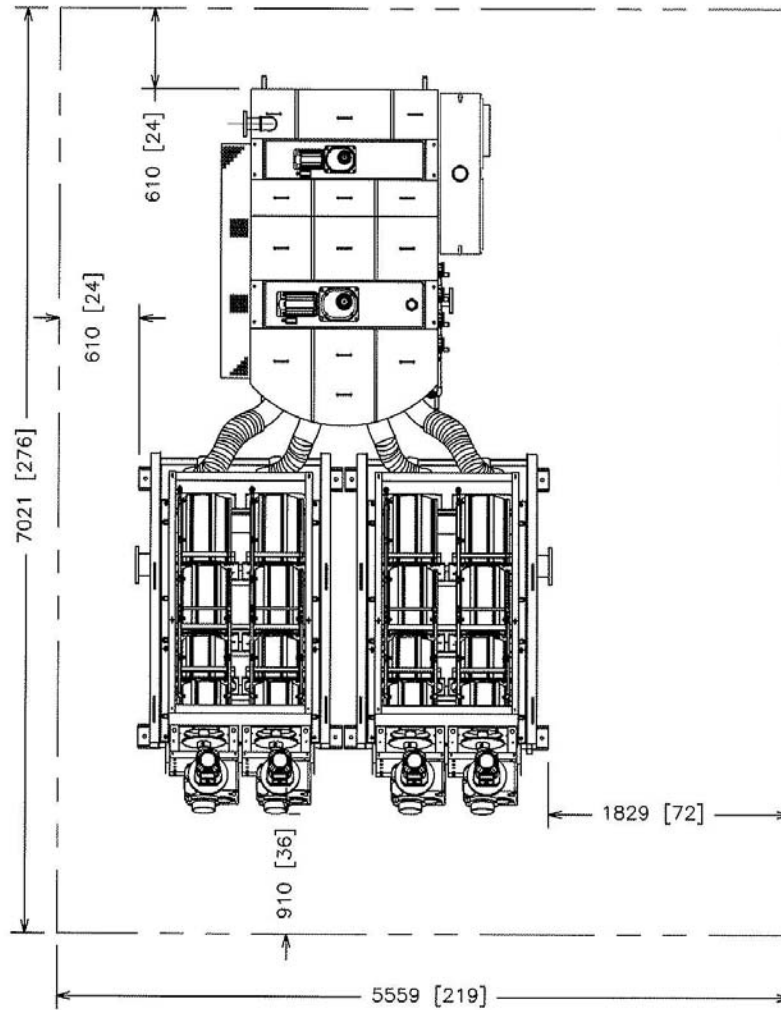
SHEET

4 OF 6

9004 YELLOW BRICK ROAD, SUITE D, ROSEDALE, MD 21237

PHONE: 410 238 7977

WEB: www.PWTech.us



RECOMMENDED SPACE

DIMENSIONS: MM [INCHES]



**VOLUTE DEWATERING PRESS
ES354 GA DRAWING
RECOMMENDED SPACE**

JOB# PWT VDP ES354

DATE 18 AUG, 2015

DRAWN PWTech LLC.

APPROV. ALEX DAVEY

SCALE

NTS

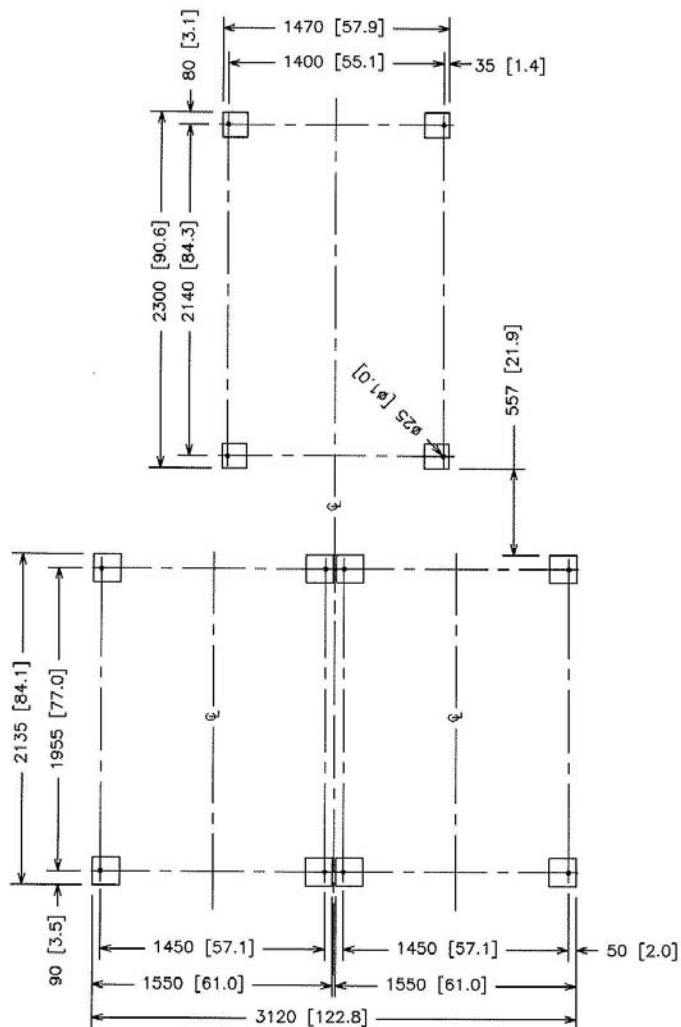
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5 OF 6

9004 YELLOW BRICK ROAD, SUITE D, ROSEDALE, MD 21237

PHONE: 410 238 7977

WEB: www.PWTech.us



DIMENSIONS: MM [INCHES]



VOLUTE DEWATERING PRESS
ES354 GA DRAWING
ANCHORS PTS.

JOB# PWT VDP ES354

DATE 18 AUG, 2015

DRAWN PWTech LLC.

APPROV. ALEX DAVEY

SCALE

NTS

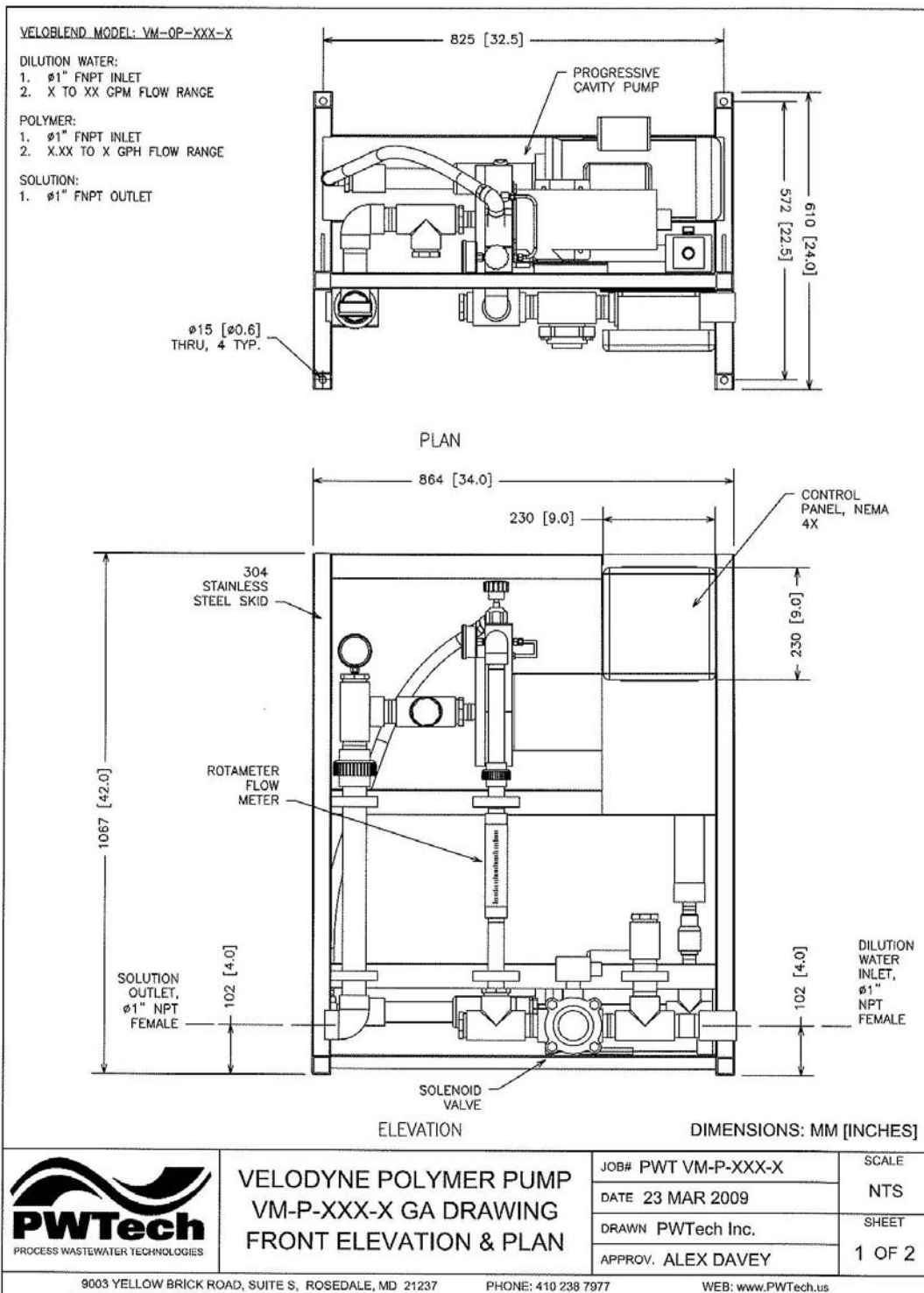
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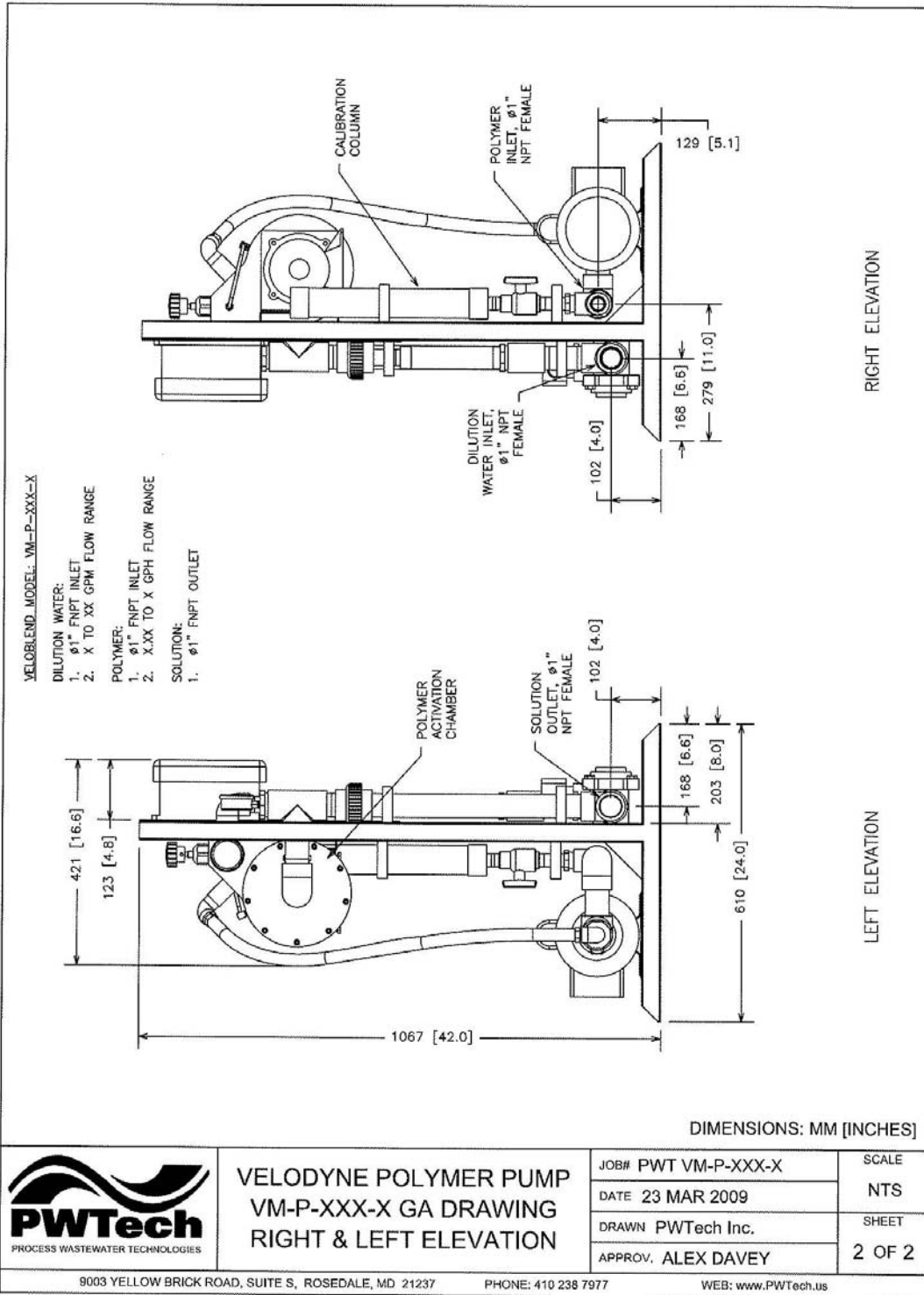
6 OF 6

9004 YELLOW BRICK ROAD, SUITE D, ROSEDALE, MD 21237

PHONE: 410 238 7977

WEB: www.PWTech.us





Process Wastewater Technologies, LLC. Standard Terms and Conditions (Muni.)

These below terms and conditions shall exclusively govern the sale of all goods and related services by Process Wastewater Technologies, LLC. ("PWT") to Buyer.

Item 1. ACCEPTANCE

Buyer may accept the preceding offer by noting acceptance in the space provided on the preceding offer sheet, if such space is provided, or by written purchase order. No oral acceptance shall be effective. This writing is intended by the parties as a final expression of their agreement and, in conjunction with the accompanying signed offer or purchase order and the PWT Standard Limited Warranty ("PWT Standard Limited Warranty"), is intended as a complete and exclusive statement of the terms of their agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No agent, employee or representative of PWT has any authority to bind the Seller to any affirmation, representation or warranty concerning the equipment, components or related services sold under this agreement, and unless an affirmation, representation or warranty made by an agent, employee or representative is specifically included within this written agreement, it has not formed a part of the basis of this agreement and shall not in any way be enforceable.

Item 2. CANCELLATION

Upon acceptance of the preceding offer, Buyer shall have no right to cancel this agreement or any part thereof, except under the conditions specified in this provision or otherwise agreed to in writing by both parties. Any cancellation by Buyer of this agreement must be in writing and shall be deemed effective upon receipt by PWT. In the event of cancellation by Buyer prior to the commencement of production of the goods specified under this agreement, Buyer shall pay PWT a cancellation charge equal to all of the costs incurred by PWT under this agreement up to the time of cancellation, plus fifteen percent (15%) of the full order amount. In the event that production of the goods under this agreement has commenced prior to cancellation, Buyer shall pay a cancellation charge equal to all of the costs incurred by PWT under this agreement up to the time of cancellation, plus an amount equal to the greater of: the value of the goods already completed under the agreement; or fifteen percent (15%) of the full order amount.

Item 3. PRICES

Unless otherwise stated in this offering, prices are F.O.B. the PWT manufacturing facility in Cincinnati, Ohio. Charges for on-site technical assistance performed by a factory technical representative are not included unless indicated.

Item 4. VALIDITY

Unless otherwise specified, the preceding offer is valid for acceptance for (30) thirty days and is subject to review thereafter. Prices may be extended beyond thirty (30) days only if confirmed in writing by PWT.

Item 5. PAYMENT TERMS

Ten percent (10%) of the purchase price under this agreement shall be invoiced net thirty (30) days upon approval of submittals and shop drawings; Eighty percent (80%) of the purchase price under this agreement shall be invoiced net

thirty (30) days upon shipping, or upon PWT's offer to ship. Five percent (5%) of the purchase price under this agreement to be invoiced net thirty (30) days upon delivery of O&M Manuals and the remaining five percent (5%) will be invoiced net thirty (30) days upon completion and/or performance of all related services under this agreement. Interest will be charged on the unpaid invoiced balance at the rate of one and a half percent (1½%) per month for any amount received after thirty (30) days from the date of invoice. Any collection costs and/or attorney fees incurred by PWT in order to collect payment due will be invoiced to the Buyer, and Buyer agrees to pay said costs.

Item 6. FEES AND TAXES

Buyer shall pay directly or reimburse PWT for payment of any and all applicable customs, sales, use, excise or other fees and taxes associated with the production and delivery of goods under this agreement. Buyer is responsible for and bears the risk of establishing, if applicable, a valid exemption from any tax, and shall indemnify, defend and hold PWT harmless for any loss, cost or expense relating to any such exemption.

Item 7. DELAYED SHIPPING

If Buyer specifies a shipping date more than one (1) year from the date of acceptance of the preceding offer, the price stated in the preceding offer for the same goods shall be increased by a figure of six percent (6%).

Item 8. FINANCIAL RESPONSIBILITY OF BUYER

If at any time before shipment, Buyer's financial ability to pay becomes impaired or unsatisfactory, PWT shall have the right to require Buyer to make payment in full before shipment. In addition, if at any time before shipment, any proceeding is brought by or against Buyer under the bankruptcy or insolvency laws, PWT shall have the right to cancel this contract and Buyer shall pay PWT a cancellation charge equal to all of the costs incurred by PWT up to the time of termination, plus fifteen percent (15%) of the purchase order amount.

Item 9. SHIPPING

Unless otherwise specified, all equipment and components will be shipped in one lot by the lowest cost method at the discretion of PWT. Any additional shipping requests by Buyer may be subject to additional shipping and handling charges. All shipments shall be F.O.B. the PWT manufacturing facility in Cincinnati, Ohio. Delivery to the carrier shall constitute delivery to Buyer for purpose of transfer of risk of loss or damage in transit, and any delivery deadlines specified in this agreement. Buyer is responsible for obtaining any desired cargo insurance and shall pursue any loss or damage claims solely with the carrier.

Item 10. DELIVERY SCHEDULE

Unless otherwise specified, delivery dates under this agreement are approximate, and failure to meet an exact delivery date shall not constitute a breach of this agreement unless delivery is not effected within a reasonable time after the specified delivery date.



Process Wastewater Technologies LLC • 9004 Yellow Brick Road, Suite D • Rosedale, MD 21237 • Phone: 410-238-7977 • Fax: 410-238-7559 • www.PWTech.us

Item 11. INSPECTION

Inspection by Buyer or Buyer's representative of the goods specified under this agreement will be permitted prior to shipment at the PWT manufacturing facility in Cincinnati, Ohio, at a time mutually agreeable to both parties. Inspection will be allowed only inasmuch as such inspection does not unreasonably interfere with PWT's production work flow. Complete details of any requested inspection must be submitted to PWT in writing, at least two weeks in advance of the requested inspection date. Any inspection under this provision must be completed prior to shipment of any goods under this agreement.

Item 12. OFFER BASIS

This agreement is exclusively based upon drawings and specifications in the possession of PWT at the time of this agreement. PWT expressly reserves the right to modify the price and other terms of this agreement as reasonable, should additional drawings, documents, or other addenda be required to produce or deliver the goods and/or services provided under this agreement.

Item 13. LIMITED WARRANTY

PWT's warranty liability under this agreement is limited to the terms listed in the PWT Standard Limited Warranty that accompanies these Terms and Conditions, and is incorporated herein by reference. No other warranty, express or implied, is made with respect to the goods and/or services provided under this agreement.

Item 14. MEET AND CONFER

The parties shall amicably work together to negotiate and resolve any controversy or dispute arising out of, or in connection with this agreement or its interpretation, performance or nonperformance or breach thereof. In particular, in the event of a disagreement, the parties shall meet and confer and attempt in good faith to resolve their differences. At the request of the aggrieved party, a face-to-face meeting between decision-makers of the parties shall be arranged at the offices of the non-aggrieved party. Such a meeting shall occur with fourteen days of the delivery of the written request of the aggrieved party, unless otherwise agreed by the parties.

Item 15. ARBITRATION

If, after meeting and conferring as provided under this agreement, the parties are unable to resolve their differences, any disputes shall be settled by binding arbitration in accordance with the following procedures:

(a) The Arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect at the time of the arbitration, except as may be modified herein or by mutual agreement of the parties. The location of the arbitration shall be Baltimore, Maryland or Towson, Maryland.

(b) The arbitration shall be conducted by one arbitrator jointly selected by the parties. If the parties are unable to agree upon an arbitrator after thirty (30) days, the arbitrator shall be selected under AAA rules.

(c) The award shall be in writing and shall state the reasons for the award and shall be final and binding on the parties. The award may also include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having competent jurisdiction over the parties or their assets.

Item 16. GOVERNING LAW

All disputes and matters arising under, in connection with, or incidental to this contract shall be litigated, if at all, in and before the Circuit Court of Baltimore County, Maryland, USA to the exclusion of other courts of other states, the United States or other countries and to the exclusion of other venues. The parties expressly consent to the exclusive jurisdiction of this court and agree that this venue is convenient and not to seek a change of venue or to dismiss this action on the grounds of *forum non conveniens*, and not to remove any litigation from that court to a federal court. This Agreement shall be construed in accordance with and governed by the substantive laws of the State of Maryland, to the extent state law applies. An action for breach of this agreement must be commenced within two (2) years after the cause of action has accrued.

Item 17. WAIVER AND MODIFICATION

No waiver by either party of any breach, default or violation of any term, warranty, representation, agreement, covenant, condition or provision of this agreement shall constitute a waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, agreement, covenant, condition or provision. No modification, amendment, extension, renewal, rescission, termination or waiver of any of the provisions contained in this agreement, or any future representation, promise or condition in connection with the subject matter of this agreement, shall be binding upon either party unless in writing and signed by both parties.

Item 18. SEVERABILITY

Any provision of this agreement which is invalid, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective solely to the extent of such invalidity, prohibition or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, prohibition or unenforceability in any such jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Item 19. ASSIGNMENT AND DELEGATION

Neither party to this agreement shall have the right to assign or delegate its interest in or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. The merger, acquisition, reorganization or other restructuring of PWT shall not constitute an assignment under the terms of this agreement provided the surviving entity has assumed all of the obligations of PWT under this agreement. The transfer of any rights under this agreement from PWT to any entity controlled by or affiliated with PWT shall not constitute an assignment under the terms of this agreement provided PWT retains all of its obligations under this agreement. The rights and obligations of the parties to this Agreement shall be binding upon, and enforceable by their respective heirs, successors and permitted assigns.



PWT LLC Standard Limited Warranty

Item 1. LIMITATION OF LIABILITY

The only warranty which PWT LLC ("PWT") makes is that warranty which is set forth in the preceding agreement and which is further detailed below:

THE GOODS SPECIFIED UNDER AGREEMENT WITH PWT ARE PROVIDED "AS IS" AND PWT DOES NOT MAKE ANY OTHER EXPRESS WARRANTIES OR ANY IMPLIED WARRANTIES WITH RESPECT TO THESE GOODS AND/OR RELATED SERVICES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR USE.

In addition, PWT does not assume and expressly disclaims any liability for (i) any SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES which anyone may suffer as a result of the sale, delivery, service, use, or loss of use, of any goods and/or services provided by PWT, or (ii) any charges or expenses of any nature which are incurred without the express written consent of PWT. In particular, PWT does not warrant that any goods provided are free from any claim of any third person by way of infringement or the like, and PWT expressly disclaims any liability for any claim of infringement or the like that may result from the sale, delivery, service, use, or loss of use of any goods and/or services provided by PWT.

PWT's obligation under this warranty is expressly limited to the repair or replacement of any part or parts that are proved to the satisfaction of PWT to have failed prematurely or because of a fault in workmanship or materials.

PWT's total liability under this warranty or in connection with any claim involving any goods or services is expressly limited to the purchase price of the goods and/or services in respect of which damages are claimed.

Item 2. DEFECTS WARRANTY

PWT warrants that the goods manufactured by PWT shall be free from defects in material and workmanship for the shorter period of: (i) twelve (12) months from the date of start-up; or (ii) eighteen (18) months from the delivery of the specified goods.

PWT's liability under this warranty or in connection with any other claim relating to goods manufactured and delivered by PWT is limited to the repair, or at our option, the replacement or refund of the purchase price, of any products or parts or components which are returned to PWT freight prepaid, and which PWT determines, in its discretion, are defective in material and workmanship. Products or parts or components thereof which are repaired or replaced by PWT will be returned to the buyer freight collect.

Item 3. PRODUCTS OF OTHER MANUFACTURERS

PWT makes no warranty with regard to any products not manufactured by PWT, including but not limited to electrical components or equipment and other prime movers.

Item 4. TYPES OF DAMAGES AND CLAIMS FOR WHICH PWT LLC IS NOT RESPONSIBLE

The following non-exclusive list of items are specifically not covered by the PWT Standard Limited Warranty and, in the event of their occurrence, will render the PWT Defects Warranty null and void:

- defects which are caused by improper installation, improper or abnormal use or operation, or improper storage or handling;
- defects caused by the failure of the buyer or user to perform and log normal preventative maintenance;
- defects caused by the use of replacement parts not approved in writing by PWT;
- defects caused by repairs by persons not authorized in writing by PWT;
- defects caused by modifications or alterations made by the buyer or user;
- any damage to our any product occurring while it is in the possession of the buyer or user.

Item 5. EQUIPMENT SAFETY PARAMETERS:

With respect to operation of the equipment, it is the responsibility of the buyer to define and provide any safety device(s) or associated safety device(s) (other than that which is ordinarily furnished by PWT) which may be necessary and/or required, and to establish safety procedures and operational instructions to safeguard the operator(s) during maintenance, cleaning, or any use of the equipment whatsoever, and to subsequently ensure that the equipment is operated in conformance with all applicable safety procedures, laws, regulations and instructions.

It is also the responsibility of the buyer to enforce all safety regulations and operational instructions and to maintain the equipment in a safe condition (e.g., guards in place; warning, caution and/or important labels affixed; electrical boxes secure; interlocks operational; etc.). In particular, all warning, caution and/or important labels must be maintained in a readable condition, and if necessary, replaced with new labels.

Additionally, as the nature of the equipment does not always make it possible to fully prevent operator access from rotating components, maintenance or cleaning of any nature must not be performed on the equipment without first disconnecting all power.

Item 6. OPERATOR SAFETY COMPLIANCE:

Buyer warrants and agrees that because it has sole control over the equipment, it shall be solely responsible for safety compliance. Operator access and use of equipment, and full compliance with all provisions of the Operator Safety section of PWT Instruction Manuals are essential and the user's responsibility; the provisions of that section being expressly incorporated herein.



Process Wastewater Technologies LLC • 9004 Yellow Brick Road, Suite D • Rosedale, MD 21237 • Phone: 410-238-7977 • Fax: 410-238-7559 • www.PWTech.us

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE
CITY CLERK TO PURCHASE CERTAIN EQUIPMENT
FOR THE WASTEWATER DEPARTMENT FROM PW
TECH AND WAIVING THE REQUIREMENT OF
COMPETITIVE BIDDING.**

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of a Model ES-354 PWTech dewatering screw press for the Wastewater Department from PWTech, in an amount not to exceed \$549,100.00 plus applicable taxes, as per the Proposal attached hereto as Exhibit A.

Section 2: Because this is the product recommended by the project engineer to meet the facility needs, following extensive research and on-site testing of various models at the Wastewater facility, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2018.

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:

January 9, 2018

Submitted by:

Mayor McCaslin

Department

Administration

Phone

271-3112

ACTION REQUIRED:

A resolution that recognizes the opioid epidemic in the United States of America and in Arkansas; and to engage in litigation as a member of the Municipal Legal Defense Program (MLDP) against those entities and people responsible for this societal crisis. Mark Hayes, Director of Legal Services for the Municipal League, advises that the opioid litigation will be against manufacturers and distributors, not pharmacies and physicians. The service will be provided at no cost, as part of the City's membership in the Municipal Legal Defense Program.

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



To: City and Town Officials

From: Mark R. Hayes, Director of Legal Services

Date: December 15, 2017

Subject: The Opioid Epidemic: Litigation and Solutions for Arkansas

Introduction

Virtually every one of us has been affected by the massive number of opioids that have poured into our state the past several years. I dare say that we all have personal, and very painful stories concerning this terrible epidemic. Our state has seen families ripped apart by overdoses and even deaths. Our hospitals and rehabilitation systems cannot keep pace with the flood of victims. Public safety officials are constantly engaged in training to meet the overwhelming need of taking emergency calls directly related to this national crisis. As a result, Arkansas's cities, towns and taxpayers have funded the enormous societal costs of the opioid addiction.

Arkansas and the Opioid Plague

- It is estimated that Arkansas ranks as the number two state in the nation in the per capita prescription of opioid medications.
- It is estimated that since 2011, Arkansas has suffered \$265 million dollars in societal losses due to these drugs.
- In 2016, approximately 1.7 million opioid prescriptions were issued for the 2.978 million people in our state.
- The above statistic equates to approximately 109 million pills or 38 pills for every man, woman and child in our state—regardless of age.
- In 2013, Arkansas had the highest rate of teenagers prescribed opioids of any state in our country.

National Litigation

- Approximately 66 lawsuits have been filed in federal court across the country, and that number is growing weekly.
- These suits are being brought by state and local governments and are seeking monetary and injunctive relief.
- In total, over \$75 billion is being sought against opioid manufacturers, distributors and the medical profession. This number will grow exponentially as other cases are filed.
- On December 5th the United States Judicial Panel on Multidistrict Litigation entered an order centralizing all federally filed opioid cases in the Northern District of Ohio under the supervision of Judge Dan A. Polster.
- Judge Polster has experience in supervising Multi-District Litigation (MDL).

Arkansas Litigation: The Start of a Solution

- For the first time ever, the three risk management pools providing nearly all legal services to cities and counties in our state have joined together to begin the process of healing from this horrid and incredibly costly epidemic.
- The League's Municipal Legal Defense Program, the Association of Arkansas Counties Risk Management Pool and the Arkansas Public Entities Risk Management Association (APERMA) have joined forces to bring litigation on behalf of all local governments in Arkansas.
- The common goal of all three risk management pools is to represent ALL 75 counties and ALL 500 cities and towns in this litigation. We view the consolidated participation of ALL counties and ALL cities as paramount for the proposed strategy to have the maximum effect for Arkansas' citizens.
- The three pools have created a litigation team second to none in the country. The team is comprised of attorneys from law firms associated with all three of the pools: Rainwater, Holt and Sexton, Reddick Moss, Wyly-Rommel and our team leader, Cory Watson.
- Cory Watson is one of the premier MDL law firms in the country and was chosen by the Arkansas Municipal League's Municipal Legal Defense Program to serve as lead counsel.
- Damages that will be sought in the litigation include but are not limited to: public safety expenses for police, fire and emergency medical response and treatment, city and town employee's loss of work productivity, drug interdiction costs and related societal costs.

Current State of Affairs for Cities and Towns

- The firm of Cory Watson attended the MDL hearing on behalf of the pools. As a result, they will now have a leadership role in the federal litigation.
- Cities and Towns that are members of the Municipal Legal Defense Program (MLDP) may choose to be represented by this group of attorneys at no cost. For your convenience, agreements are available on the League's website, www.arml.org/mldp, and can be returned via email or U.S. mail.

Summary

The League is deeply concerned about the havoc this epidemic is wreaking on our cities and towns and the welfare of the citizens of our fine state. While litigation is never to be taken lightly, we believe this to be the best route for our members. Attached you will find information about this insidious and costly epidemic and the capable team of attorneys that we believe will help your city or town abate this awful nuisance.

RESOLUTION _____

**A RESOLUTION RECOGNIZING THE OPIOID EPIDEMIC IN THE UNITED STATES
OF AMERICA AND IN ARKANSAS; AND TO ENGAGE IN LITIGATION AS A
MEMBER OF THE MUNICIPAL LEGAL DEFENSE PROGRAM (MLDP) AGAINST
THOSE ENTITIES AND PEOPLE RESPONSIBLE FOR THIS SOCIETAL CRISIS.**

WHEREAS, our nation and the state of Arkansas have suffered substantially by virtue of the addiction and dependency on opioids, both legally prescribed and criminally secured; and,

WHEREAS, on October 26th, 2017 the President of the United States of America declared the opioid crisis to be a “public health emergency”; and,

WHEREAS, Arkansas’ hospitals and rehabilitation centers cannot keep pace with the flood of victims; and,

WHEREAS, Arkansas has been ranked as the number two state in the nation in per capita prescriptions of opioid medications in 2016; and,

WHEREAS, in 2013 the cost of prescription opioid dependence, abuse and overdose was \$78.5 billion dollars for the nation as a whole; and,

WHEREAS, in 2015 an estimated 12.131 billion dosage units (pills) were prescribed nationally equating to 97.36 pills per household; and,

WHEREAS, based upon the number of opioid prescriptions issued in 2016, it has been estimated that every man, woman and child, regardless of age would have 37.5 pills in hand at any given time; and,

WHEREAS, drug overdose fatalities in 2016 across the nation numbered 64,000 people while traffic fatalities for the same period number approximately, 40,200; and,

WHEREAS, municipal governments have born a substantial financial and societal burden fighting this crisis and epidemic and will face abatement costs for this nuisance for many years to come; and,

WHEREAS, the City of Bentonville, Arkansas is a member of the MLDP and seeks to make use of the legal services provided by the Program to hold those responsible for this crisis to the highest letter of the law; and,

WHEREAS, the MLDP in concert with the other risk management pools in Arkansas have combined resources to bring litigation against those responsible on behalf of all counties, cities and towns in the state.

NOW, THEREFORE BE IT RESOLVED BY THE City of Bentonville, Arkansas recognizes the acute need to address the opioid crisis in this state and wishes to do so by joining the efforts of other MLDP members to bring litigation against those responsible as advised by the MLDP.¹

ADOPTED this ____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

¹ All facts and figures cited herein were provided by the office of the Arkansas Drug Director and the Centers for Disease Control and Prevention.