



BENTONVILLE CITY COUNCIL AGENDA

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

**Monday, February 12, 2018 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, February 13, 2018 6:00 p.m.
305 SW "A" Street**

**Public Comments on Tonight's Agenda Items (Limited Public Forum)
Questions, Comments and Discussion from City Council Members on Tonight's Agenda
Call to Order
Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: January 23, 2018**

AGENDA

1. An ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville, and assigning same to wards. (Elzey 2 Annexation; Todd Elzey, et al, Petitioner)
(Pages 5-24)

2. Planning:

- 2a. **Rezoning: Ramsay Ball, Southeast 22nd Street & Southeast G Street, From PUD, Planned Unit Development to C-2, General Commercial.**
(Pages 26-29)

The Planning Commission voted 7-0, recommending approval.

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

[Click here to enter text.](#)

- 2b. **General Plan Amendment: Hammack Estate, 217 NW A St, From High Density Residential to Mixed Use.**
(Pages 30-32)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan depicts this property as Downton High-Density Residential (D-HDR). The requested Future Land Use Map designation of Mixed Use (MU) is compatible with existing and adjacent land uses.

- 2c. **Planned Residential Development: Aurora Partners, LLC, South Morningstar Road, From R-1, Single Family Residential to PRD, Planned Residential Development.**

(Pages 33-40)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan depicts this property as Low Density Residential (LDR). The PRD, Planned Residential Development zoning is an appropriate zoning district for this designation.

3. Public hearing and ordinance – An Ordinance vacating a utility easement located lots 13, 14, 15 and 16 of Straube Business Park Subdivision, to the City of Bentonville, Arkansas, Benton County, Arkansas. **(Pages 41-44)**
4. Public hearing and ordinance – An Ordinance vacating a utility easement located at 6302 SW Heritage, Lot 80 of North Fork Addition, to the City of Bentonville, Arkansas, Benton County, Arkansas. **(Pages 45-47)**
5. Recommend Richard Ham for appointment to the City of Bentonville’s Airport Advisory Board to fill the unexpired term of Brian Baldwin. **(Pages 48-49)**
6. Requesting Council approval of a resolution authorizing the Mayor and Clerk to enter into a professional services agreement with Tyler Technologies for the implementation of Munis Software in the amount of \$1,451,541. Munis will replace our current software for Financials, Purchasing – Inventory, Payroll, Human Resources, Utility Billing, and Work Orders. The Munis software will allow us to take advantage of current technologies. Additional cost associated with this contract is travel and lodging expenses in an amount estimated at \$120,302. This is a 2018 budgeted item. See attached memo and supporting documents. **(Pages 50-76)**
7. Resolution requesting City Council approval to declare three (3) no longer in service police department vehicle as surplus property. These vehicles include City of Bentonville Unit # 2010-85, a 2010 Ford Crown Victoria (2FABP7BV3AX127923), and Unit #2010-86, a 2010 Ford Crown Victoria (2FABP7BV5AX127924), and Unit # 2010-88, a 2010 Ford Crown Victoria (2FABP7BV9AX127926). All three of these vehicles were previously used as marked patrol cars, and are equipped with lightbars, sirens, consoles, gun racks, hard rear seats, prisoner containment systems, and other law enforcement specific items that would ordinarily require removal prior to any transfer of ownership. However, upon approval and being declared as surplus, these vehicle can be transferred to area police departments in the cities of Little Flock, West Fork, and Dyer with lightbar, siren, and other law enforcement specific equipment intact. These area police departments would use these vehicles, as equipped, to patrol their city and answer calls for service. Transferring ownership in this manner represents a responsible and safe disposition of police equipped vehicles and also saves the city the costs associated with the removal and proper disposal

of law enforcement only equipment that cannot be transferred to another vehicle. Transferring this vehicle also saves costs associated with prolonged storage of these vehicles awaiting auction. Additionally, this transfer encourages local partnerships, supports law enforcement and public safety in Northwest Arkansas and provides assistance to our neighboring communities. See also attached letters from City of Little Flock Police Chief, Jesse Martinez, City of Dyer Police Chief Jeff Ramsey, and City of West Fork Police Chief John Nelson. **(Pages 77-81)**

8. Staff is seeking City Council approval of an ordinance updating the City of Bentonville Schedule of Fees. **(Pages 82-126)**
9. City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with Ecological Design Group for the design and construction observation for improvements at Bella Vista Lake Park. **(Pages 127-137)**
10. A Resolution approving the following item and authorizing the Mayor and Clerk to execute same on behalf of the City of Bentonville: Addendum to Bentonville Municipal Airport Land Lease Agreement. TAR & DOK. **(Pages 138-146)**
11. A Resolution approving the following item and authorizing the Mayor and Clerk to execute consent on behalf of the City of Bentonville: 1) Cancellation of Ground Lease Assignment originally dated June 27, 2017 between TAR & DOK Development, LLC and Effectual Assets, LLC. **(Pages 147-152)**
12. A Resolution authorizing the Mayor to execute a Memorandum of Land Lease Agreement with TAR & DOK Development, LLC., as it relates to property located at the Bentonville Municipal Airport. **(Pages 153-160)**
13. A Resolution Authorizing the Mayor to execute a Landlord Estoppel and Non-Disturbance Agreement on behalf of the City of Bentonville as it relates to a land lease between The City of Bentonville, Arkansas and TAR & DOK Development, LLC , concerning property located at the Bentonville Municipal Airport. **(Pages 161-170)**
14. A Resolution Authorizing the Mayor and City Clerk to consent to an Assignment of a Land Lease Agreement for a hangar site located at the Bentonville Municipal Airport, from NWA, Hangar, LLC to N2 Hangars, LLC. The Resolution further authorizes an agreement within the assignment to incorporate an accurate legal description into the lease agreement by reference to a specific Exhibit "B". **(Pages 171-183)**
15. A resolution authorizing the Mayor and City Clerk to enter into an agreement with Garver Engineers for bid package development, bidding and construction phase services related to the utility infrastructure improvement on the west side of the airport. **(Pages 184-196)**
16. A resolution authorizing the Mayor and City Clerk to consent to execute on behalf of the City of Bentonville an assignment of a land lease agreement and statement of agreement for a hangar site located on the Bentonville Municipal Airport. This Assignment and Agreement is for Suite #7 at 2501 SW "I" Street between 4 AdVenture Aviation, LLC and Thompson Real Estate Holdings, LLC. **(Pages 197-215)**

- 17a. Electric Department recommends a budget adjustment recognizing a grant in the amount of \$93,500.00 from the Thaden School in order to prepare engineered plans and cost estimates to place the 69kV transmission line along Thaden's property underground.
(Pages 216-217)
- 17b. A resolution authorizing the Mayor and City Council to enter into an Cooperation and Cost-Share Agreement with the Thaden School to receive a grant in the amount of \$93,500.00.
(Pages 218-221)
18. A resolution authorizing the Mayor and City Council to enter into an agreement with Fisher & Arnold for the design and bid documents of the overhead to underground 69kV conversion along the Thaden School Property in the amount of \$93,500.00.
(Pages 222-226)
19. Request City Council approve the addition of One (1) Administrative Assistant to support the Bentonville Fire Inspections Division. Since September, 2017, the Fire Inspections Division has been "Live" with the Track-It fire inspections system. Each month since the go-live date the volume of fire inspections-related activity has increased. Since the go-live date and continuing to date all the administrative support for fire inspections has been absorbed by the building inspection department. The continual increase in fire inspections has placed an ever-growing burden on the building inspection staff - with no end in sight. This additional administrative staff will completely take over the administrative support for all fire inspection activities and free-up the building inspection staff to keep pace with their ever-growing activities. The additional cost for this position is appx \$40,000 for the remainder of 2018. The increased revenues from fire inspection fees will easily off-set this expense.
(Pages 227-230)
20. Declare the Street Departments 2001 Caterpillar Excavator # 3810-05 surplus. Please see memo
(Pages 231-233)
- 21a. Staff recommends City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with BC Center, LLC and Mercy Health Northwest for Traffic Signal Cost-Sharing Agreement, located at SW 41st Street and SW I Street.
(Pages 234-241)
- 21b. City Council approval of a budget adjustment in the amount of \$103,200.00 for the design and construction of the 41st Street Signal at the intersection of SW I Street and SW 41st Street. Total cost estimate of the project is \$206,400.00. See attached budget adjustment form and cost-sharing agreement.
(Pages 242-244)
22. City Council approval of a Resolution allowing the Mayor to enter into an agreement with CEI Engineering Associates, Inc. for bid, construction observation and asbuilt services for the ArDot Job # 090473 HWY 102/SW "I" St. Inters. Impvts (Bentonville) (S), commonly known as SW I Street Right Turn Lane. The cost of this contract will be \$197,015.00 and will come out of Bond Funds.
(Pages 245-255)



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 13, 2018

Submitted by:

City Hall

Department

Phone

271-3112

ACTION REQUIRED:

ACTION REQUIRED: An ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville, and assigning same to wards. (Elzey 2 Annexation; Todd Elzey, et al, Petitioner)

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF BENTONVILLE, ARKANSAS, AND MAKING SAME A PART OF THE CITY OF BENTONVILLE, AND ASSIGNING SAME TO WARDS.

WHEREAS, petition was filed with the County Clerk of Benton County, Arkansas by Todd Elzey, Brenda Elzey, and Martin Elzey praying that certain territory be annexed to, and made a part of the City of Bentonville, Arkansas, and

WHEREAS, on the 18th day of January, **2018**, the County Court of Benton County, Arkansas, entered an order authorizing annexation pursuant to § 14-40-609 of the Arkansas Code, finding that the petition met the requirements for annexation under that provision and directed the Clerk to forward the order to the Mayor of the City of Bentonville; and

WHEREAS, the order entered by the County Judge provides that in order to accept the annexation proposed by the petitioners, the City of Bentonville is also required to accept as part of the territory to be annexed certain dedicated public roads and rights of way abutting or traversing the property proposed to be annexed, the legal descriptions for which are included as an attachment to the County Court's order,

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

Section 1. That the land described on the attached Exhibit "A," which includes both the territory sought to be annexed by the petitioners and the dedicated public roads and rights of way abutting or traversing the property proposed to be annexed, is territory contiguous to and adjoining the City of Bentonville, Arkansas, and the petition to annex that property is hereby granted and the

property described in Exhibit "A" is hereby accepted as part of and annexed to and made a part of the City of Bentonville.

Section 2. That the above described territory shall be annexed to and made a part of Ward 3 of the City of Bentonville, and the same shall henceforth be a part of said ward as fully as existing parts of said ward.

Section 3. That the above described territory shall be zoned A-1 , to be used in accordance with City zoning laws and the laws of the State of Arkansas.

Section 4: That this ordinance shall become effective 30 days from its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF FEBRUARY, 2018.

APPROVED: _____
HON. BOB McCASLIN, Mayor

ATTEST: _____
HON. LINDA SPENCE, City Clerk

Exhibit "A"
Annexation-Elzey 2
Right-of-Way

Part of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ and part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ all in Section 2, Township 19N, Range 31W, Benton County, Arkansas, and more particularly described as follows.

Beginning at the NW Corner of said NW $\frac{1}{4}$ of the SE $\frac{1}{4}$.

Thence S87°41'42"E, 20.00';

Thence S02°24'01"W, 1337.54';

Thence N88°39'04"W, 20.00';

Thence N02°24'01"E, 1337.88';

Thence S87°41'42"E, 20.00' to the point of beginning.

Exhibit "A"
Annexation- Elzey 2

The NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 2, Township 19N, Range 31W, Benton County, Arkansas.

Exhibit "C-2"
Annexation- Elzey 2

The NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 2, Township 19N, Range 31W, Benton County, Arkansas.

Exhibit "D-1"
Annexation-Elzey 2

The NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 2, Township 19N, Range 31W, Benton County, Arkansas.

FILED

2018 JAN 18 PM 4: 16

IN THE MATTER OF ANNEXING TO THE
CITY OF BENTONVILLE, ARKANSAS
CERTAIN TERRITORY CONTIGUOUS TO SAID
CITY OF BENTONVILLE, ARKANSAS

TENA O'BRIEN
CO. & PROBATE CLERK
BENTON COUNTY ARK.

Todd Elzey, et al, Petitioners

COUNTY COURT ORDER NO. CC 2018-02

ORDER AUTHORIZING ANNEXATION PURSUANT TO ACA § 14-40-609

I, Barry Moehring, County Judge of Benton County, having reviewed the attached petition for annexation and verification of petition, hereby find that the petition:

- 1) is in writing;
- 2) contains an attestation signed before a notary or notaries by the property owner or owners of the relevant property or properties confirming their desire to be annexed;
- 3) contains an accurate description of the relevant property or properties;
- 4) contains a letter or title opinion from a certified abstractor or title company verifying that the petitioners are all owners of record of the relevant property or properties;
- 5) contains a letter or verification from a certified surveyor or engineer verifying that the relevant property or properties are contiguous with the annexing city or town and that no enclaves will be created if the property or properties are accepted by the city or town -- additionally a copy of the letter from the State of Arkansas GIS office approving the legal description for the annexation was provided;
- 6) includes a schedule of services of the annexing city or town that will be extended to the area within three (3) years after the date the annexation becomes final; and
- 7) does not include in its description certain dedicated public roads and rights of way abutting or traversing the property to be annexed, the legal description(s) for which are included on the attached Exhibit "A" to this order, and which are depicted in the attached Exhibit "B" to this order, and any acceptance of this annexation by the City of Bentonville is required to include acceptance of the property described in Exhibit "A" and depicted in Exhibit "B" in the resolution or ordinance accepting such annexation or an order confirming the annexation will not be entered.

The County Clerk is directed to forward a copy of this order and the related Petition to the Mayor of the City of Bentonville.


HON. BARRY MOEHRING, County Judge

Date

1-18-18

2018 0178

LED
2018 JAN 11 AM 9:34
CLERK
BENTONVILLE, AR

IN THE MATTER OF ANNEXING TO THE CITY
OF BENTONVILLE, ARKANSAS CERTAIN TERRITORY
CONTIGUOUS TO SAID CITY

NO. CL 2018-02

PETITION FOR ANNEXATION – 100 % OF OWNERS PETITIONING

DATE: 12-8-17

Come now the undersigned petitioners, and state as follows:

1. That we, owning 100% of the property in the following described area, do hereby petition, pursuant to A.C.A. §14-40-609, the City Council of Bentonville, Arkansas, to annex the following lands to the City of Bentonville, Arkansas.

See legal description of the area to be annexed attached as Exhibit "A"

2. We further state that this petition is signed by one hundred percent (100%) of the real estate owners owning one hundred percent (100%) of the acreage in said area and that the area to be annexed does not contain property whose owners do not wish to have their property annexed.

3. That said property description herein is contiguous to and adjoining the present City of Bentonville city limits, as shown on the map attached hereto as Exhibit "B."

4. That no enclaves will be created if this petition is accepted and the territory annexed into the City of Bentonville.

5. That the following schedule of services shall be extended to the area by the City of Bentonville within three (3) years after the date the annexation becomes final:

All properties annexed into the City of Bentonville are provided with Police, Fire and EMS services.

Additional services such as water and sewer may be provided if readily available. Such services are provided in accordance with existing ordinances and terms of service, including but not limited to the payment of required fees, the necessary permits, inspections and approvals.

6. That a letter or title opinion from a certified abstractor or title company verifying that the petitioners are all owners of record of the relevant property or properties is attached hereto as Exhibit "C" and is made part of this petition as if set out word for word herein.

7. That a letter or verification from a certified surveyor or engineer verifying that the relevant property or properties are contiguous with the City of Bentonville and that no enclaves will be created if the property or properties are accepted by the City of Bentonville is attached hereto as Exhibit "D" and is made part of this petition as if set out word for word herein.

8 That each of the undersigned persons executing this petition has confirmed by their signature below a desire that their property, which is included in the property described above, be annexed into the City of Bentonville.

2018 JAN 11 AM 9:34
2018 JAN 11 AM 9:34
2018 JAN 11 AM 9:34

I confirm my desire that property owned by me, which is to be included in a petition to annex property, be annexed into the City of Bentonville.

If the property being annexed is owned jointly, I attest that all owners of the property are signing a copy of this confirmation.

If the property is owned by a trust, I attest either that I have the authority to sign this confirmation on behalf of the trust, or that all persons required to do so by the trust are signing a copy of this confirmation.

If the property is owned by a corporation, limited liability company or other entity I attest either that I have the authority to sign this confirmation on behalf of the entity, or that all persons required to do so by the entity's governing documents are signing a copy of this confirmation.

Signature of Property Owner or
Legal Representative of Property Owner,
Petitioner

Parcel # 18-08661-002

9549 GLEN RD.

Parcel number of property to be annexed

479 640 8499

ACKNOWLEDGMENT

Title, if applicable (i.e. Trustee,
(Managing Member, President,
Secretary)

State of Arkansas)

ss.

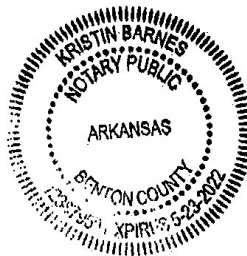
County of Benton)

On this the 8th day of December, 2017, before me, the undersigned officer, personally appeared Todd S. Elzey, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.

NOTARY PUBLIC

My Commission Expires:

5-23-2022



I confirm my desire that property owned by me, which is to be included in a petition to annex property, be annexed into the City of Bentonville.

If the property being annexed is owned jointly, I attest that all owners of the property are signing a copy of this confirmation.

If the property is owned by a trust, I attest either that I have the authority to sign this confirmation on behalf of the trust, or that all persons required to do so by the trust are signing a copy of this confirmation.

If the property is owned by a corporation, limited liability company or other entity I attest either that I have the authority to sign this confirmation on behalf of the entity, or that all persons required to do so by the entity's governing documents are signing a copy of this confirmation.

Signature of Property Owner or
Legal Representative of Property Owner,
Petitioner

PARCEL #18-08661-002

9549 Glen Rd

Parcel number of property to be annexed

Title, if applicable (i.e. Trustee,
(Managing Member, President,
Secretary)

ACKNOWLEDGMENT

State of Arkansas)
County of Benton) ss.

On this the 8th day of December, 2017, before me, the undersigned officer, personally appeared Brenda K. Elz, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.

NOTARY PUBLIC

My Commission Expires:

5-23-2020



I confirm my desire that property owned by me, which is to be included in a petition to annex property, be annexed into the City of Bentonville.

If the property being annexed is owned jointly, I attest that all owners of the property are signing a copy of this confirmation.

If the property is owned by a trust, I attest either that I have the authority to sign this confirmation on behalf of the trust, or that all persons required to do so by the trust are signing a copy of this confirmation.

If the property is owned by a corporation, limited liability company or other entity I attest either that I have the authority to sign this confirmation on behalf of the entity, or that all persons required to do so by the entity's governing documents are signing a copy of this confirmation.

Signature of Property Owner or
Legal Representative of Property Owner,
Petitioner

Title, if applicable (i.e. Trustee,
(Managing Member, President,
Secretary)

Parcel # 18-08661-003

9601 Glen Road, Bentonville

Parcel number of property to be annexed

479-273-1265

ACKNOWLEDGMENT

State of Arkansas)

) ss.

County of Benton)

On this the 27th day of October, 2017, before me, the undersigned officer, personally appeared Martin Elzey, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.

NOTARY PUBLIC

My Commission Expires:

5-23-2022



FILED

Exhibit "A"

2018 JAN 18 PM 4: 16

Annexation-Elzey 2
Right-of-Way

JEAN O'BRIEN
CO. & PROBATE CLERK
BENTON COUNTY, ARKANSAS

2018 JAN 11 AM 9: 34

cc 2018 02
FILED
BENTON COUNTY, ARKANSAS

Part of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ and part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ all in Section 2, Township 19N,
Range 31W, Benton County, Arkansas, and more particularly described as follows.

Beginning at the NW Corner of said NW $\frac{1}{4}$ of the SE $\frac{1}{4}$.

Thence S87°41'42"E, 20.00';

Thence S02°24'01"W, 1337.54';

Thence N88°39'04"W, 20.00';

Thence N02°24'01"E, 1337.88';

Thence S87°41'42"E, 20.00' to the point of beginning.

2018 0179

Exhibit "B"

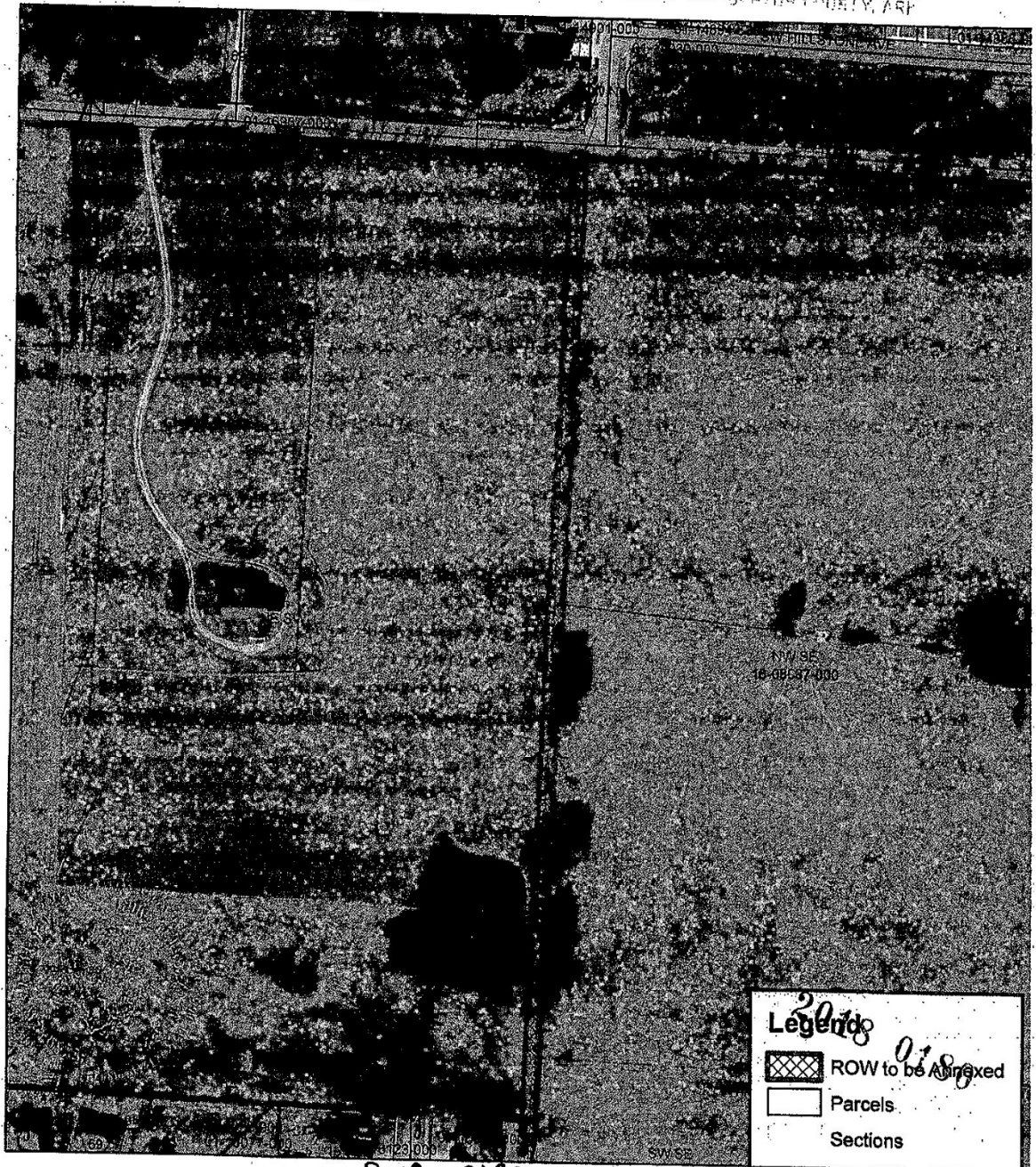
CC 2018-02

Abutting ROW to Annexation

FILED

2018 JAN 18 PM 4:16

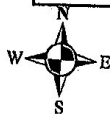
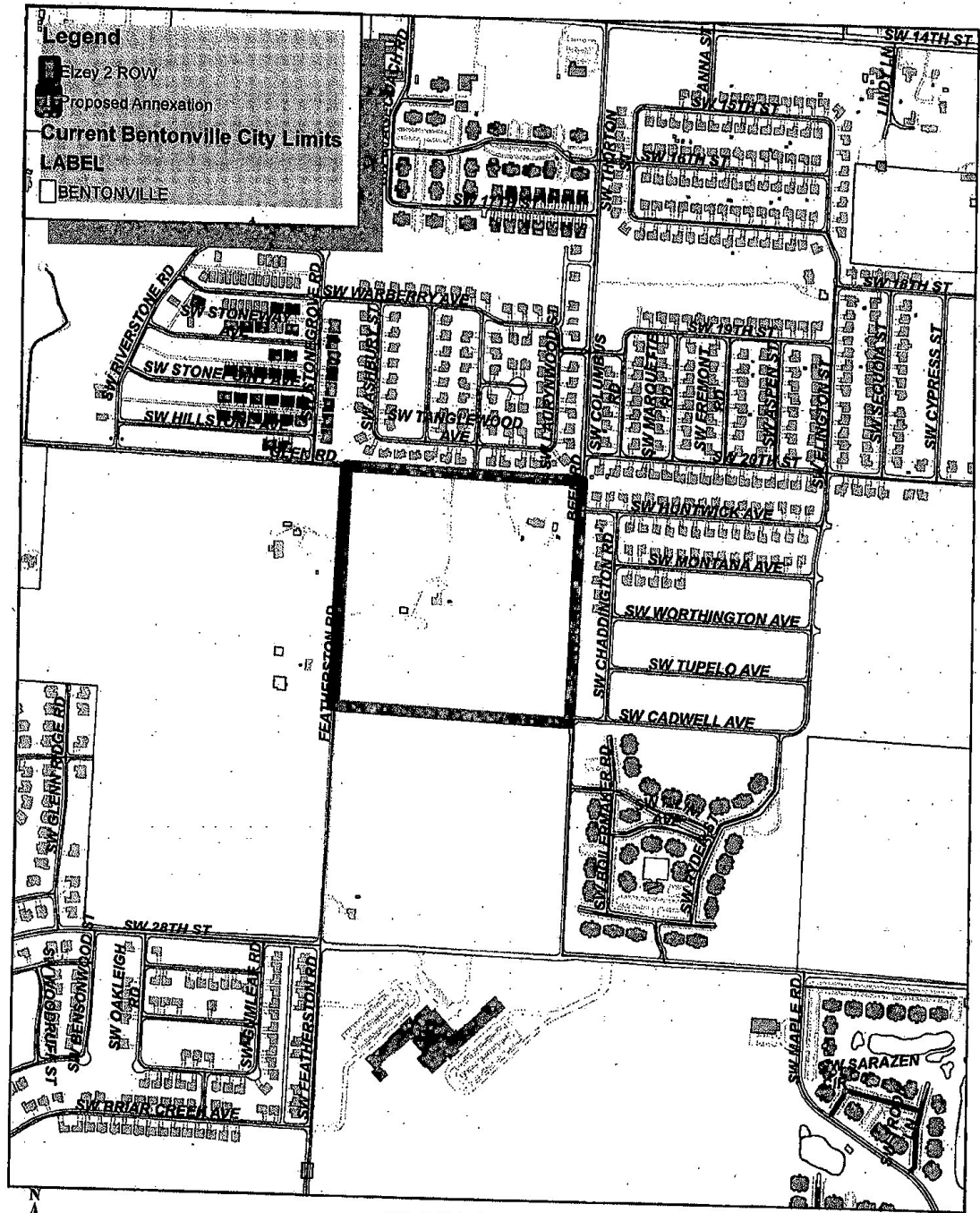
JOHN G. O'BRIEN
CLERK
COUNTY, ARK



Annexation-Elzey 2
Exhibit "A"

The NE ¼ of the SE ¼ of Section 2, Township 19N, Range 31W, Benton County, Arkansas.

FILED
2018 JAN 11 AM 9:34
BENTON COUNTY ARKANSAS



"Exhibit B"
Elzey 2 Annexation

1 inch = 667 feet



Benton
216 W Sevier Street
Benton, AR 72015

Bentonville
300 SW 28th Street
Bentonville, AR 72712

Eureka Springs
70 S. Main Street, Suite 2
Eureka Springs, AR 72632

Fayetteville
1420 Augustine Lane, Suite 1
Fayetteville, AR 72703

Sheridan
206 N Rose Street
Sheridan, AR 72150

Harrison
218 E. Ridge Ave.
Harrison, AR 72601



EXHIBIT "C"

Faulkner County Title Company
A Division of
First National Title Company
Conway
711 Lorus Street
Conway, AR 72034

Greenbrier
8 Wilson Farm Road, Suite A
Greenbrier, AR 72058

Little Rock Title Company
A Division of
First National Title Company
Little Rock
1001 W. Mainham Street #100
Little Rock, AR 72201

Jasper
201 N. Stone Street
P.O. Box 77
Jasper, AR 72641

First National
Title Company

Headquarters
First National Title Company
Little Rock
415 N McKinley Street Suite 1200
Little Rock, AR 72205

January 10, 2018

Greetings,

This letter is given in connection with what is understood to be an effort to voluntarily annex certain real property into the City of Bentonville. Based on our review, we verify that the persons listed in Exhibit C-1 to this letter are all the owners of record of the real property described in Exhibit C-2 to this letter.

Sincerely,

Steve Pangle

Benton County Manager

First National Title

2018 JAN 11 AM 9:35
RECEIVED
BENTONVILLE, AR

www.firstnationaltitle.net

ANNEXATION
EXHIBIT "C-1"

2018 JAN 11 AM 9:35

FILED
CLERK
BENTON COUNTY, AR

Martin Elzey

18-08661-003

Todd & Brenda Elzey

18-08661-002

ANNEXATION

"EXHIBIT C-2"

2010 JAN 11 AM 9:35

CLERK
BENTON COUNTY, AR

The NE ¼ of the SE ¼ of Section 2, Township 19N, Range 31W, Benton County, Arkansas.

EXHIBIT "D"

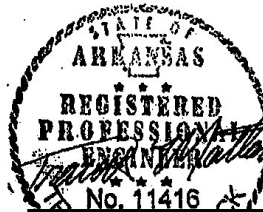
Greetings:

2010 JAN 11 AM 9:35

This letter is given in connection with what is understood to be an effort to voluntarily annex certain real property (Elzey 2 Annexation) into the City of Bentonville. I am a licensed Professional Engineer in the State of Arkansas. Based on my review, I verify that the real property described in Exhibit D-1 to this letter is contiguous with the City of Bentonville and that no enclaves will be created if the described property is accepted by the City of Bentonville.

Sincerely,

Travis Matlock, P.E.



Annexation-Elzey 2
Exhibit "D-1"

The NE ¼ of the SE ¼ of Section 2, Township 19N, Range 31W, Benton County, Arkansas.

2018 JAN 11 AM 9:35
BENTON COUNTY ARKANSAS
CLERK OF COURTS

Municipal Services for Annexation

All properties annexed into the City of Bentonville are provided with Police, Fire and EMS services.

Additional services such as water and sewer may be provided if readily available. Such services are provided in accordance with existing ordinances and terms of service, including but not limited to the payment of required fees, the necessary permits, inspections and approvals. This exhibit does not obligate the City to provide utility services that are not available to the annexed area.



City Council Agenda Items

For City Council Meeting of February 13, 2018

From the February 6, 2018 Planning Commission Meeting

Rezoning: Ramsay Ball, Southeast 22nd Street & Southeast G Street, From PUD, Planned Unit Development to C-2, General Commercial.

The Planning Commission voted 7-0, recommending approval.

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

General Plan Amendment: Hammack Estate, 217 NW A St, From High Density Residential to Mixed Use.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan depicts this property as Downtown High-Density Residential (D-HDR). The requested Future Land Use Map designation of Mixed Use (MU) is compatible with existing and adjacent land uses.

Planned Residential Development: Aurora Partners, LLC, South Morningstar Road, From R-1, Single Family Residential to PRD, Planned Residential Development.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan depicts this property as Low Density Residential (LDR). The PRD, Planned Residential Development zoning is an appropriate zoning district for this designation.

REZONING STAFF REPORT



Ball

SE 22nd Street & SE G Street

PC Date: 2/6/2018

Reviewer: Tyler Overstreet, Planner

Project Number	RZ18-0001
Applicant / Current Owner	Ramsay Ball 4204 S Pinnacle Hills Parkway, Suite 102 Rogers, AR 72758
Site Area	+/- 7.62 acres
Current Zoning	PUD, Planned Unit Development
Requested Zoning	C-2, General Commercial
Future Land Use Map Designation	Office (O)

Property Description

This +/- 7.6 acre property is located at the intersection of SE 22nd Street and SE G Street. Adjacent zonings are C-2 to the north, east, and west, C-3 to the west, & I-1 to the south.

Projected Traffic Impact

The proposed zoning designation does not have the potential to adversely impact traffic in the area.

Utility Infrastructure

Per the City of Bentonville 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 Office (O). The C-2, General Commercial zoning is an appropriate zoning district for this designation.

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

Location Map



Conclusion

The C-2, General Commercial is an appropriate zoning district for the Office (O) Land Use designation and is compatible with existing and adjacent uses.

5. Narrative

- The site is currently zoned as a Planned Unit Development (PUD) and the rezoning request is to rezone the site as Commercial (C2). The current owner is Cottonwood Development Co., LLC, however the property will be purchased by Rogers Warehouse Development II and they are making the rezoning request.
- The request is so additional parking can be built for an adjacent warehouse owned by J Street Co., LLC.
- The rezoning request relates to the adjacent property in that it will support the adjacent warehouse with additional parking. Also, there is an existing parking lot across SE G St. similar in size and style to the proposed parking lot, which currently serves the adjoining warehouse.
- The traffic along the property frontage is 2-way along both SE 22nd St. and SE G St. Parking lot access will be from SE G St.
- The signage for the parking lot will be limited to a stop sign at the exit onto SE G St.
- The appearance will be a concrete pavement parking lot with landscaping as required by the City of Bentonville.
- Although no water or sewerage will be required to support the project, there are 8" Water Mains located on the north, east, and south sides of the property. There are also gravity sanitary sewer mains located north of the property along 22nd St. and at the southeast corner of the property at SE G St. and SE Jayhawk Blvd.

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF PUD, PLANNED UNIT DEVELOPMENT TO C-2, GENERAL COMMERCIAL.

WHEREAS, Ramsay Ball duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of PUD, Planned Unit Development to C-2, General Commercial to be used in accordance with city zoning laws and state laws, which property is described as follows:

ALL OF LOT 25 OF COTTONWOOD VILLAGE PHASES II & III, AS RECORDED IN PLAT RECORD 2004-74, IN BENTONVILLE, BENTON COUNTY, ARKANSAS, EXCEPT RIGHT-OF-WAY FOR SE G STREET, DESCRIBED IN DEED RECORD BOOK 2014 AT PAGE 56475, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND 5/8-INCH REBAR AT THE NORTHWEST CORNER OF SAID LOT 25 ON THE SOUTH RIGHT-OF-WAY LINE OF SE 22ND STREET; THENCE S87°32'12"E, 515.46 FEET, ALONG SAID SOUTH RIGHT-OF-WAY LINE; THENCE 35.36 FEET ALONG A 25.00 FOOT-RADIUS CURVE RIGHT, WHOSE CHORD BEARS S42°32'58"E, 35.36 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SE G STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE, THE FOLLOWING THREE (3) COURSES: (1) S02°27'01"W, 542.71 FEET; (2) 69.30 FEET ALONG A 49.00 FOOT-RADIUS CURVE RIGHT, WHOSE CHORD BEARS S47°26'47"W, 69.30 FEET; (3) N87°32'56"W, 488.53 FEET, TO A FOUND 5/8-INCH REBAR AT THE SOUTHWEST CORNER OF SAID LOT 25; THENCE N02°08'55"E, 253.58 FEET, LEAVING SAID RIGHT-OF-WAY LINE OF SE G STREET, ALONG THE WEST LINE OF SAID LOT 25, TO A FOUND 5/8-INCH REBAR; THENCE N02°11'57"E, 363.25 FEET TO THE POINT OF BEGINNING. CONTAINING 7.62 ACRES OF LAND.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held February 6, 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 PUD, Planned Unit Development to C-2, General Commercial.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of PUD, Planned Unit Development to C-2, General Commercial to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2018.

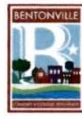
APPROVED:

ATTEST:

MAYOR

CITY CLERK

GENERAL PLAN AMENDMENT STAFF REPORT



Hammack Estate

217 NW A Street

PC Date: 2/6/2018

Reviewer: Tyler Overstreet, Planner

Project Number	GPA18-0001
Applicant/ Current Owner	Will Hammack Estate 2570 Snowbird Follow Road Franklin, TN 37064
Site Area	+/- .22 acres
Current Zoning	R-1, Single Family Residential
Current Future Land Use Map Designation	High Density Residential (HDR)
Requested Future Land Use Map Designation	Mixed Use (MU)

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

Property Description

The property is located at 217 NW A Street. Adjacent zonings are D-E to the north, D-C to the east, R-3 to the south, & R-1 to the west.

Projected Traffic Impact

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

Utility Infrastructure

According to the City of Bentonville GIS website, water and sewer are currently available to the site.

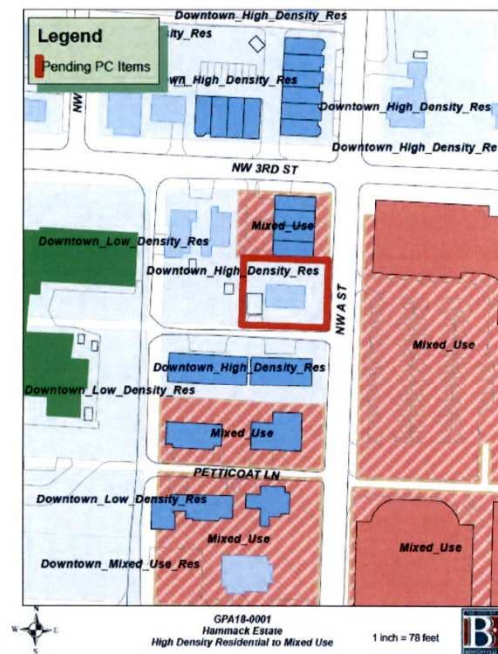
Relationship to the General Plan

The Future Land Use Plan depicts this property as Downtown High-Density Residential (D-HDR). The applicant is requesting that the Land Use Plan be amended so that the site is depicted as Mixed Use.

Analysis

The requested Future Land Use Map designation of Mixed Use (MU) is compatible with existing and adjacent land uses.

Location Map



To: City of Bentonville Planning Staff and Planning Commission

Re: General Plan Amendment for 217 NW A

Newell Development is pursuing a high density residential project at 217 NW A. The current property is Has a land use designation of Downtown High Density Residential. We seek to develop a residential condo project which would conform to this Downtown High Density land use. The current zoning is R-1. This zoning does not support high density residential housing. We are requesting a land use amendment to mixed use. This zoning would allow us to build High Density residential.

We believe this location is a great spot for high density residential and would allow more residents to live right next to amazing amenities that our towns square has to offer.

If this land use amendment is approved then it would be followed up with a request to rezone from R-1 to Downtown Core. Newell Developments future plans are a fully bricked condo building with parking at the street level. The goal would be for this project to fit in form and scale next to the townhouses to the north and the commercial buildings to the South East and West.

Feel free to contact Jake Newell with any questions or concerns at 479 225 3997 or jake@newelldevelopment.com.

Jake Newell

Newell Development

300 SW 5th Bentonville AR 72712

RESOLUTION NO. _____

**A RESOLUTION ADOPTING REVISIONS TO THE FUTURE LAND USE MAP
OF THE CITY OF BENTONVILLE TO CHANGE REAL ESTATE FROM ITS
PRESENT LAND USE CLASSIFICATION OF HIGH DENSITY RESIDENTIAL
TO MIXED-USE.**

WHEREAS, Hammack Estate duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present land use classification of High Density Residential to Mixed-Use on the City of Bentonville Future Land Use Map, which property is described as follows:

PART OF LOT 3, CLAYPOOL BLOCK, AN ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF SAID LOT 3; RUN THENCE WEST 110 FEET AND SOUTH 86.5 FEET TO THE SOUTH LINE OF SAID LOT 3; THENCE EAST 110 FEET; THENCE NORTH 86.5 FEET TO THE PLACE OF BEGINNING; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held February 6, 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 future land use classification as presented on the property be changed.

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 land use classification of High Density Residential to Mixed-Use on the Future Land Use Map.

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

PASSED AND APPROVED this _____ day of _____, 2018.

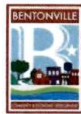
APPROVED:

Bob McCaslin, Mayor

ATTEST:

City Clerk

REZONING STAFF REPORT



Aurora Subdivision PRD

S Morningstar Road

PC Date: 2/6/2018

Reviewer: Tyler Overstreet, Planner

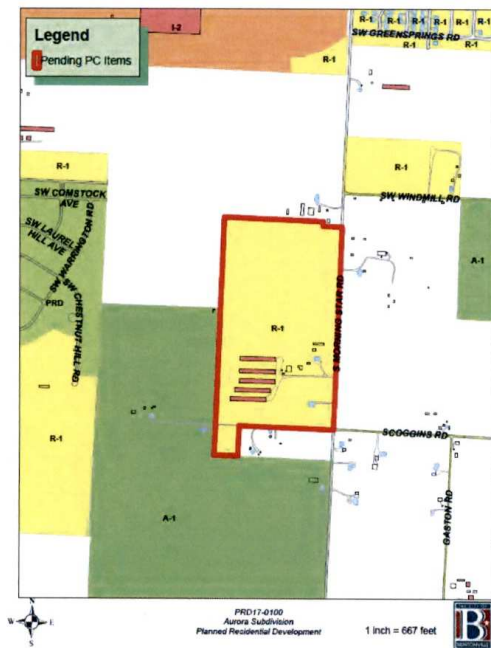
Project Number	PRD17-0100
Applicant / Current Owner	Aurora Partners, LLC 7304 S Yale Avenue Tulsa, OK 74136
Site Area	+/- 72.2 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	PRD, Planned Residential Development
Future Land Use Map Designation	Low Density Residential (LDR)

Property Description

This property is located on S Morningstar Road, south of SW Regional Airport Boulevard. The applicant is requesting a PRD to develop 250 single-family lots in four unique zones. Zone 1 will consist of one hundred twenty-three, 65' x 130' minimum lot size single-family dwellings. Zone 2 will consist of thirty, 50' x 85' lot size single-family pocket dwellings. Zone 3 will consist of forty-eight, 50' x 118' minimum lot size, zero lot line, rear loading, single-family dwellings. Zone 4 will consist of forty-six, 50' x 120' minimum lot size, zero lot line, front loading, single-family dwellings. The homes in Zone 2 have their primary means of access from a private street. These private streets shall be expressly approved by the Planning Commission per Section 1100.4 of the Subdivision Code. This project was granted multiple setback variances at the Board of Adjustments Meeting on Wednesday, January 24.

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

Location Map



Projected Traffic Impact

The proposed zoning designation will not adversely impact traffic in the area. All necessary infrastructure and ingress/egress will be provided as part of a pending Preliminary Plat.

Utility Infrastructure

Water and sewer are not currently available to the site.

Relationship to the General Plan

The Future Land Use Plan depicts this property as Low Density Residential (LDR). The PRD, Planned Residential Development zoning is an appropriate zoning district for this designation.

Conclusion

The PRD, Planned Residential Development is an appropriate zoning district for the Low Density Residential (LDR) land use classification.



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

January 22, 2018

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

RE: Aurora Subdivision - PRD Narrative

Below is a narrative of the Planned Residential Development (PRD) for the Aurora Subdivision on Morningstar Road. Please accept this narrative for review in conjunction with the PRD application, master site plan, and architectural renderings.

1. Intent:

Aurora Partners, LLC, in collaboration with CEI Engineering, are proposing a Planned Residential Development along Morningstar Road in Bentonville, Arkansas. The design intends to create a unique neighborhood that incorporates four different zones of residential housing types within the development. Zone 1 incorporates traditional R-1 style lot size and building setbacks that allow for traditional subdivision development. These lots aim toward having a larger amount of yard space and more distance between homes. Zone 2 proposes a dense pocket community of multiple single-family homes with limited greenspace on site but larger community areas within. The intent behind the design of the pocket community is to provide a modern lot style that minimizes outdoor upkeep and creates a close knit communal feel. Zone 3 will consist of elongated lots that allow room for rear access to homes with no backyard, and a small front and side lot area. Zone 4 proposes elongated lots similar to Zone 3 but with front drive access allowing for a larger backyard. Building styles and materials are presented for all zones in the attached documentation and are generally consistent with standard building types for the NW Arkansas community.

The common areas within the entire development will serve as required greenspace while offering recreation areas for the residents within the community. Planned amenities will include a pool, playground, walking trails, and picnic areas. A POA will be established and serve as an instrument for property maintenance throughout the entire development within all common areas. Different zones within the development may require separate stipulations with their involvement of the POA. Common areas shall vary from mini parks and central gathering spaces, to larger 1-acre neighborhood parks and preserved natural areas.

2. Land Use:

Zone 1:

Zone 1 will consist of three (3) 90'x300' minimum lot size and one hundred twenty-three (123) 65'x130' minimum lot size single family dwellings. Referencing Bentonville street sections, street widths will range between 27' and 30' in this zone depending on connectivity to adjoining properties. Each of the 90'x300' lots will have a front setback of 20', interior side setback of 7',

Providing Consolidated Land Development Services

CALIFORNIA ■ TEXAS ■ ARKANSAS ■ MINNESOTA ■ PENNSYLVANIA

exterior side setback of 20', and rear setback of 25' with a density of 1.5 units acres. Each of the 65'x130' lots will have a front setback of 20', interior side setback of 7', exterior side setback of 20', and rear setback of 25' with a max density of 4 units per acre. Total area in this zone is ±38.34 acres with 126 lots.

Zone 2:

Zone 2 will consist of thirty (30) 50'x85' lot size single family pocket community dwellings. Referencing Bentonville street sections, street widths will be 30' in this zone but will be privately maintained by the POA. Pocket community lots will have a front setback of 0', interior side setback of 2' or 12', exterior side setback of 20' where adjacent to public streets, and rear setback of 0' with a max density of 8 units per acre. Total area in this zone is ±6.83 acres.

Zone 3:

Zone 3 will consist of forty-eight (48) 50'x118' minimum lot size, zero lot line rear loading single family dwellings. Referencing Bentonville street sections, street widths will be 27' in this zone. Lots will have a front setback of 20', interior side setback of 5', exterior side setback of 20', and rear setback of 10' with a max density of 6 units per acre. Structures in this zone will be served with rear-loading garages from an alley. Total area in this zone is ±8.43 acres.

Zone 4:

Zone 4 will consist of forty-six (46) 50'x120' minimum lot size, zero lot line front loading single family dwellings. Referencing Bentonville street sections, street widths will be 27' in this zone. Lots will have a front setback of 25', interior side setback of 5', exterior side setback of 20', and rear setback of 20' with a max density of 6 units per acre. Structures in this zone will be served with front-loading garages. Total area in this zone is ±8.72 acres.

3. Structural Design:

All zones within the entire development are assumed to be traditional in home design and will be either single or two story construction limited to 36 feet in height. Finish materials will be traditional building material such as stucco, colored brick, stone, lap siding, wood plank siding and architectural shingled roof as indicates on the elevations drawing.

4. Common Areas:

All common areas within the entire development will be designed as recreational areas that will be open and easily accessible to all members of the residential development. Storm water ponds and common areas shall be maintained by the POA. Maintenance shall include, but is not limited to, standard grounds maintenance and cleanup, pool equipment maintenance, playground equipment maintenance, and other miscellaneous grounds upkeep.

5. Requested Modifications:

The intent of the development will stay within the permitted modifications allowed by the PRD development criteria and will mostly adhere to permitted residential zoning district regulations. The requested modifications will include density, building setbacks, and lot sizes as indicated above. Zones 2, 3, and 4 are similar to R-ZL type of zoning requirements. Zones 1 closely reflects R-1 zoning regulations.

If anything further is needed on this matter or you have any questions do not hesitate to contact me.
Respectfully submitted,

Nate Bachelor
Project Manager, CEI Engineering



Aurora

BENTONVILLE, ARKANSAS

LEADERSHIP PROPERTIES
 COMMUNITY DEVELOPER, LLC
 7200 S. York Ave., Suite 200, OK 74136
 (918) 461-0000

PDG
 LANDSCAPE ARCHITECTURE &
 PLANNING
 5314 E. 15th Ave., Suite 213, Tulsa, OK 74116
 (918) 481-1000
 WWW.PDGLANDSCAPE.COM



ZONE 1: SINGLE FAMILY LOT ELEVATION FROM STREET



ZONE 3: ZERO LOT LINE REAR LOADING ELEVATION FROM STREET



ZONE 4: ZERO LOT LINE FRONT LOADING ELEVATION FROM STREET

EXTERIOR BUILDING MATERIALS LIST: BRICK, COLORED BRICK,
STONE, LAY SIDING, WOOD PLANK SIDING, COMP. SHINGLE ROOFING

NOVEMBER 22, 2017

BENTONVILLE, ARKANSAS

AURORA STREETSCAPE - STREETSCAPE ELEVATIONS

PDG



EXTERIOR BUILDING MATERIALS LIST: STUCCO, COLORED BRICK,
STONE, LAP SIDING, WOOD PLANK SIDING, COMP. SHINGLE ROOFING

PDG

AUORA STREETSCAPE - POCKET COMMUNITY ELEVATIONS

NOVEMBER 22, 2017
BENTONVILLE, ARKANSAS

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 PRD, PLANNED RESIDENTIAL DEVELOPMENT.

WHEREAS, Aurora Partners, 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 PRD, Planned Residential Development to be used in accordance with city zoning laws and state laws, which property is described as follows:

A PART OF THE NE ¼ OF THE SW ¼ OF SECTION 23, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID NE ¼ OF THE SW ¼; THENCE N 89°44'41" E 265.08 FEET; THENCE S 00°10'12" E 328.66 FEET; THENCE S 89°44'41" W 265.08 FEET; THENCE N 00°10'12" W 328.66 FEET TO THE POINT OF BEGINNING. BEING SHOWN AS TRACT 1 OF PLAT BOOK 2004 AT PAGE 768, SUBJECT TO A GRAVEL DRIVE ON THE NORTH SIDE. AND THE SE ¼ OF THE NW ¼ OF SECTION 23, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS. AND PART OF THE NE ¼ OF THE NW ¼ IN SECTION 23, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEGINNING AT THE SE CORNER OF THE NE ¼ OF THE NW ¼; THENCE NORTH 57 RODS; THENCE WEST 13 RODS; THENCE NORTH 3 AND 39/67 RODS; THENCE WEST 67 RODS; THENCE SOUTH 60 AND 39/67 RODS; THENCE EAST 80 RODS TO THE PLACE OF BEGINNING; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held February 6, 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 PRD, Planned Residential Development.

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 PRD, Planned Residential Development 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



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 13, 2018

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3191

ACTION REQUIRED:

An Ordinance vacating a utility easement located lots 13, 14, 15 and 16 of Straube Business Park Subdivision, to the City of Bentonville, Arkansas, Benton County, Arkansas.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

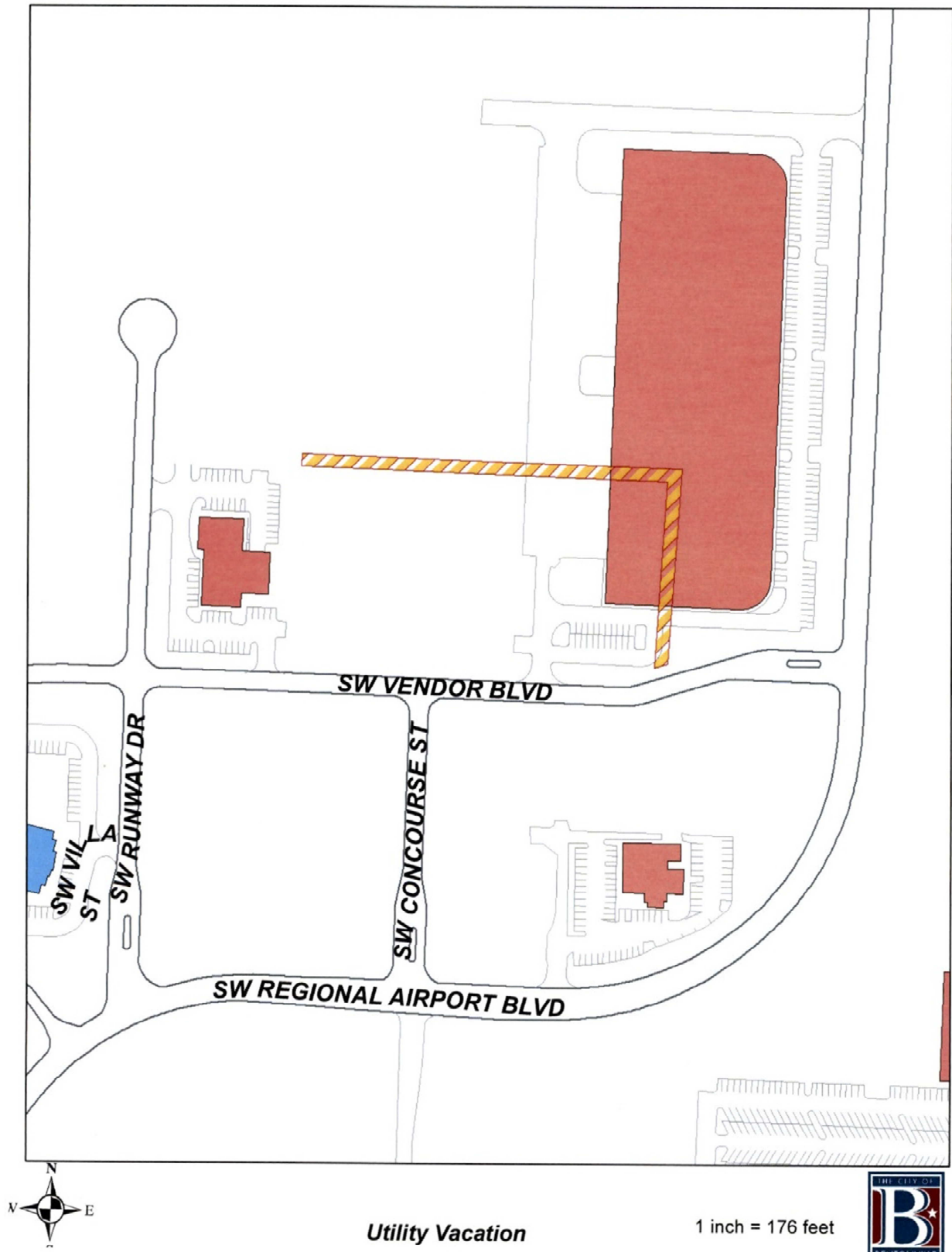
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





ORDINANCE NO _____

AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT LOTS 13, 14, 15 AND 16 OF STRAUBE BUSINESS PARK SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS.

WHEREAS, a petition was filed by CROSSMAR INDUSTRIAL IV, LLC, with the City Council of the City of Bentonville, Arkansas, asking the City Council to vacate a utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

All that part of a 20 foot-wide Utility Easement across Lots 13, 14, 15 and 16 of Straube Business Park, a subdivision recorded in Plat Book P4-541, and lying in the SE1/4 of the NE1/4 of Section 15, Township 19 North, Range 31 West of the 5th P.M., being more particularly described as follows:

Commencing at a found ½ inch rebar at the Northwest corner of said SE1/4 NE1/4; Thence S87°59' 11"E, 455.46 feet along the North line of said SE1/4 NE1/4 to a found ½ inch rebar at the Northeast corner of Lot 7 of said subdivision; Thence S02°13'00"W, 501.13 feet along the east line of Lots 7, 8 and 9 of said subdivision, to a found ½ inch rebar at the Northwest corner of said Lot 13; Thence S87°55'50"E, 10.00 feet along the north line of said Lot 13, to the POINT OF BEGINNING;

Thence S87°55'50"E, 581.39 feet along the north line of said Lots 13, 14, 15 and 16, to the Northeast corner of Lot 16; Thence S04°01' 22"W, 293.61 feet, along the east line of Lot 16 to a point on the north line, and it's extension, of an existing 15 foot-wide utility easement recorded in said Plat Book P4-541 being north-of, parallel and contiguous with the north right of way line of SW Vendor Blvd.; Thence S73°28'57"W, 21.36 feet, along said north line and it's extension, to the west line of said 20 foot-wide Utility Easement; Thence N04°01' 22"E, 280.43 feet, leaving said north line, along said west line; Thence N87°53'00"W, 560.77 feet along the south line of said 20 foot-wide Utility Easement to the east line of an existing 10 foot-wide Utility Easement, Plat Book P4-541, being east-of, parallel and contiguous with the west line of said Lot 13; Thence N02°16'55"E, 19.52 feet, along the extension of said east line, to the POINT OF BEGINNING. Containing 17,152 square feet or 0.39 acres of land.

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

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

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

All that part of a 20 foot-wide Utility Easement across Lots 13, 14, 15 and 16 of Straube Business Park, a subdivision recorded in Plat Book P4-541, and lying in the SE1/4 of the NE1/4 of Section 15, Township 19 North, Range 31 West of the 5th P.M., being more particularly described as follows:

Commencing at a found ½ inch rebar at the Northwest corner of said SE1/4 NE1/4; Thence S87°59' 11"E, 455.46 feet along the North line of said SE1/4 NE1/4 to a found ½ inch rebar at the Northeast corner of Lot 7 of said subdivision; Thence S02°13'00"W, 501.13 feet along the east line of Lots 7, 8 and 9 of said subdivision, to a found ½ inch rebar at the Northwest corner of said Lot 13; Thence S87°55'50"E, 10.00 feet along the north line of said Lot 13, to the POINT OF BEGINNING;

Thence S87°55'50"E, 581.39 feet along the north line of said Lots 13, 14, 15 and 16, to the Northeast corner of Lot 16; Thence S04°01' 22"W, 293.61 feet, along the east line of Lot 16 to a point on the north line, and it's extension, of an existing 15 foot-wide utility easement recorded in said Plat Book P4-541 being north-of, parallel and contiguous with the north right of way line of SW Vendor Blvd.; Thence S73°28'57"W, 21.36 feet, along said north line and it's extension, to the west line of said 20 foot-wide Utility Easement; Thence N04°01' 22"E, 280.43 feet, leaving said north line, along said west line; Thence N87°53'00"W, 560.77 feet along the south line of said 20 foot-wide Utility Easement to the east line of an existing 10 foot-wide Utility Easement, Plat Book P4-541, being east-of, parallel and contiguous with the west line of said Lot 13; Thence N02°16'55"E, 19.52 feet, along the extension of said east line, to the POINT OF BEGINNING. Containing 17,152 square feet or 0.39 acres of land.

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

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2018, at a regular meeting of the City Council of the City of Bentonville, Arkansas.

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

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



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 13, 2018

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3191

ACTION REQUIRED:

An Ordinance vacating a utility easement located at 6302 SW Heritage, Lot 80 of North Fork Addition, to the City of Bentonville, Arkansas, Benton County, Arkansas.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

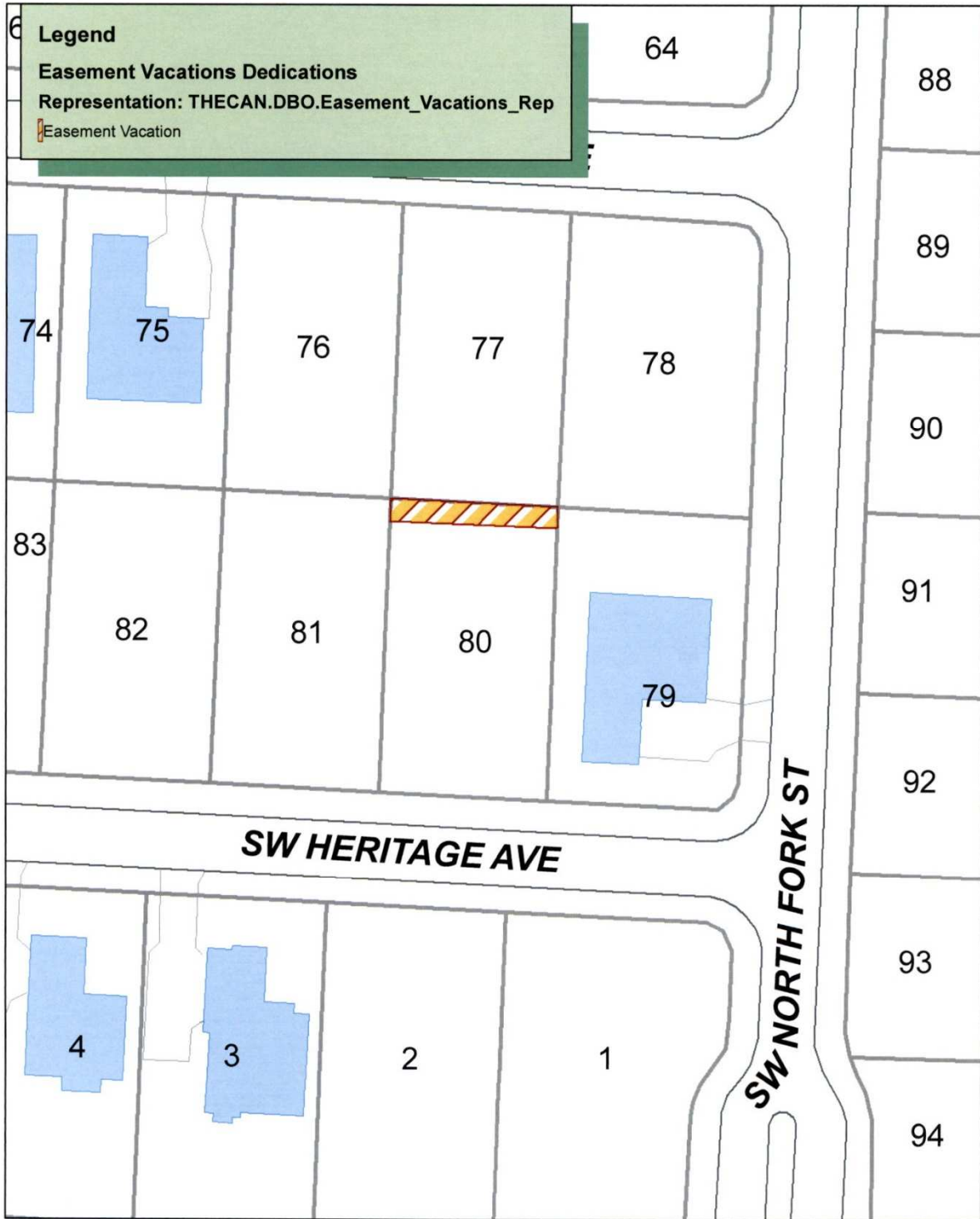
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





VAC18-002
Easement Vacation
MARILYN DOHERTY

1 inch = 54 feet



ORDINANCE NO. _____

AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT 6302 SW HERITAGE, LOT 80 OF NORTH FORK ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS.

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

SOUTH 10 FEET OF THE NORTH SIDE 20 FOOT UTILITY EASEMENT OF LOT 80, NORTH FORK ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD 2006 PAGE 124

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

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

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

SOUTH 10 FEET OF THE NORTH SIDE 20 FOOT UTILITY EASEMENT OF LOT 80, NORTH FORK ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD 2006 PAGE 124

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

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2018, at a regular meeting of the City Council of the City of Bentonville, Arkansas.

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

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



February 5, 2018

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

I recommend Richard Ham for appointment to the City of Bentonville's Airport Advisory Board to fill the unexpired term of Brian Baldwin. Dr. Ham's term will expire on September 30, 2018.

Bob McCaslin



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

FOR OFFICE USE ONLY

Board / Commission Appointed to:

Date of Appointment:

Term Expires:

Terminate:

Replaced:

APPLICANT INFORMATION

Name

If married, spouse's name:

Home Address

City Zip Code

Home/Cell Phone

Business Phone

Email Address

Occupation

Employer

Length of Residency in Bentonville

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

REFERENCES

Name

Phone

Email

Name

Phone

Email

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

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

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

I have 35 years experience as an airport/airfield manager, air traffic controller, pilot and government airport inspector. My formal training includes basic and advanced courses in air traffic control, airport management, airport inspector, quality assurance and terminal instrument procedures (TERPS). I commanded the USAF (FAA certified) school and am a master instructor in airspace/airport/air traffic control. My M.S. is in Aeronautical Science; I teach graduate courses in airport certification. I am U of A's expert on drones and do research on airport use of drones. I managed numerous FAA Part 139 airports, building master plans, emergency plans and served on FAA boards to establish airport policy. I am a FAA Safety Team member and was selected as the FAA Southwest Region Counselor of the year in 1998.

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

I believe it is a citizen's duty to contribute to their community. I have been fortunate to have many opportunities to gain experience and formal training over the past 35 years. After retiring from the USAF and then again from the federal government, I came "home" to help contribute by educating the next generation. I have previously served on airport and pilot of the year selection committees as well as the chairman of the Arkansas Junior Aviator scholarship committee. I believe it is incumbent on all citizens to contribute and help to better their community and I would be honored to help in anyway possible.

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

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



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 13, 2018

Submitted by:

Jonathan Rogers

Department

Administration

Phone

271-5911

ACTION REQUIRED:

Requesting Council approval of a resolution authorizing the Mayor and Clerk to enter into a professional services agreement with Tyler Technologies for the implementation of Munis Software in the amount of \$1,451,541. Munis will replace our current software for Financials, Purchasing – Inventory, Payroll, Human Resources, Utility Billing, and Work Orders. The Munis software will allow us to take advantage of current technologies. Additional cost associated with this contract is travel and lodging expenses in an amount estimated at \$120,302. This is a 2018 budgeted item. See attached memo and supporting documents.

COST TO CITY:

Cost of this Request: \$1,571,843

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





Memo

To: Mayor Bob McCaslin, Denise Land
From: Jonathan Rogers
RE: Munis Software
Date: January 12, 2018

The Tyler Steering Committee is requesting approval of a contract with Tyler Technologies to purchase Munis Software, and Related Services included in the 2018 budget.

The software offers Financials, Purchasing - Inventory, Payroll, Human Resources, Utility Billing, Work Orders, digital storage of documents, and GIS integration. Munis offers advanced technology that will improve efficiency, convenience, and accessibility for all City departments.

In 2014, we started searching for a replacement to our current software that we have been using for over seventeen years. After two rounds of demonstration from several other software companies, it was identified that the Munis software appeared to best fit our needs. Last year Tyler staff provided numerous detailed demonstrations in Bentonville with representatives from Accounting, Human Resources, Inventory, Utility Billing, Electric, Street, and Water Departments. Once the Departments agreed that Tyler was the software replacement solution, we formed a Tyler Steering Committee. The members of the committee are Travis Matlock, Gary Wilson, Jake Harper, Preston Newbill, Tony Davis, and myself. Over the last six months, the committee has been reviewing and negotiating with Tyler to prepare the presented contract.

The contract with Tyler for the implementation of Munis is \$1,451,541. Additional cost associated with the contract is travel and lodging expenses in an amount estimated at \$120,302. The prices do not include any applicable taxes. This is a 2018 budgeted item.



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means the City of Bentonville, Arkansas.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who

have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.

- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 Without limiting the terms of Section 1.1, you understand and agree that the Postal Xpress, Transparency Portal and Tyler Notify modules set forth in the Investment Summary are licensed to you on a subscription basis. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your license to use the associated module will be suspended unless and until payment in full has been made.
- 1.3 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.4 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.5 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.6 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.



- 1.7 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**
2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of

scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.



SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
3. Force Majeure. Except for your payment obligations, either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the

time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our



performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense. Nothing herein shall be deemed a waiver, express or implied, of the Client's sovereign immunity under applicable Arkansas law.
3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.



8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.



16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
Exhibit E	Statement of Work
Exhibit F	Agreement for Tyler Systems Management
Exhibit G	Disaster Recovery Agreement

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Bentonville, Arkansas

By: 

By: _____

Name: Robert Kennedy-Jensen

Name: _____

Title: Senior Corporate Attorney

Title: _____

Date: 1/16/2018

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Bentonville
117 West Central
Bentonville, AR 72712
Attention: _____



Exhibit A
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Sales Quotation For
 City of Bentonville
 117 West Central
 Bentonville, Arkansas 72712
 Phone (479) 271-3126

Exhibit A

Quoted By: Michael Krissel
 Date: 1/15/2018
 Quote Expiration: 2/28/2018
 Quote Name: City of Bentonville-ERP-Munis
 Quote Number: 2017-28117
 Quote Description: Financials, HR/PR, WO and UB

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SaaS				One Time Fees		
Description	# Years	Annual Fee	Impl. Hours	Impl. Cost	Data Conversion	Year One Maintenance
Productivity:						
Postal XPress (Lorton) Annual Subscription	1	\$1,649.00	0	\$0.00		\$0.00
Transparency Portal	1	\$13,000.00	0	\$0.00		\$0.00
Tyler Notify	1	\$24,200.00	0	\$0.00		\$0.00
TOTAL:		\$38,849.00	0	\$0.00		\$0.00

Tyler Software and Related Services						
Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Accounting/GL/BG/AP	\$115,500.00	232	\$40,600.00	\$17,000.00	\$173,100.00	\$20,790.00
Bid Management	\$15,000.00	32	\$5,600.00	\$0.00	\$20,600.00	\$2,700.00
Capital Assets	\$34,650.00	64	\$11,200.00	\$4,500.00	\$50,350.00	\$6,237.00
Cash Management	\$24,250.00	40	\$7,000.00	\$0.00	\$31,250.00	\$4,365.00
Contract Management	\$15,000.00	32	\$5,600.00	\$6,000.00	\$26,600.00	\$2,700.00

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Employee Expense Reimbursement	\$14,200.00	56	\$9,800.00	\$0.00	\$24,000.00	\$2,556.00
Inventory	\$34,650.00	64	\$11,200.00	\$6,200.00	\$52,050.00	\$6,237.00
Project & Grant Accounting	\$25,400.00	48	\$8,400.00	\$7,000.00	\$40,800.00	\$4,572.00
Purchasing	\$58,900.00	144	\$25,200.00	\$4,000.00	\$88,100.00	\$10,602.00
Quatred Inventory Scanning Interface	\$5,800.00	24	\$4,200.00	\$0.00	\$10,000.00	\$1,044.00
Human Capital Management:						
ExecuTime Advance Scheduling License Increase	\$24,844.00	48	\$8,400.00	\$0.00	\$33,244.00	\$4,969.00
ExecuTime Time & Attendance License Increase	\$33,125.00	80	\$14,000.00	\$0.00	\$47,125.00	\$6,625.00
Human Resources & Talent Management	\$18,100.00	72	\$12,600.00	\$0.00	\$30,700.00	\$3,258.00
Payroll w/ESS	\$23,500.00	160	\$28,000.00	\$18,800.00	\$70,300.00	\$4,230.00
Recruiting	\$5,500.00	24	\$4,200.00	\$0.00	\$9,700.00	\$990.00
Revenue:						
Accounts Receivable	\$30,000.00	104	\$18,200.00	\$0.00	\$48,200.00	\$5,400.00
General Billing	\$14,000.00	56	\$9,800.00	\$2,200.00	\$26,000.00	\$2,520.00
Tyler Cashiering	\$46,000.00	56	\$9,800.00	\$0.00	\$55,800.00	\$8,280.00
UB Interface	\$13,200.00	32	\$5,600.00	\$0.00	\$18,800.00	\$2,376.00
Utility Billing CIS	\$41,000.00	168	\$29,400.00	\$23,400.00	\$93,800.00	\$7,380.00
Productivity:						
Tyler Forms Processing	\$19,500.00	0	\$0.00	\$0.00	\$19,500.00	\$3,900.00
Tyler Content Manager SE	\$45,000.00	64	\$11,200.00	\$0.00	\$56,200.00	\$8,100.00
Munis Analytics & Reporting	\$105,200.00	104	\$18,200.00	\$0.00	\$123,400.00	\$18,936.00
IVR Gateway	\$13,500.00	48	\$8,400.00	\$0.00	\$21,900.00	\$2,430.00
eProcurement	\$23,100.00	8	\$1,400.00	\$0.00	\$24,500.00	\$4,158.00
Citizen Self Service	\$30,000.00	8	\$1,400.00	\$0.00	\$31,400.00	\$5,400.00
Additional:						
Payroll Tax Table Updates	\$0.00	0	\$0.00	\$0.00	\$0.00	\$1,000.00

2017-28117 - Financials, HR/PR, WO and UB

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Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Asset Maintenance	\$240,000.00	280	\$49,000.00	\$11,000.00	\$300,000.00	\$7,794.00
CAFR Statement Builder	\$18,750.00	32	\$5,600.00	\$0.00	\$24,350.00	\$3,375.00
Tyler Disaster Recovery Service	\$0.00	0	\$0.00	\$0.00	\$0.00	\$30,000.00
Tyler GIS - Site License	\$28,000.00	0	\$0.00	\$0.00	\$28,000.00	\$2,970.00
Tyler Incident Management	\$22,000.00	80	\$14,000.00	\$0.00	\$36,000.00	\$4,400.00
Tyler System Management Services Contract	\$0.00	0	\$0.00	\$0.00	\$0.00	\$30,000.00
Sub-Total:	\$1,137,669.00		\$378,000.00	\$100,100.00	\$1,615,769.00	\$230,294.00
Less Discount:	\$385,854.00		\$0.00	\$0.00	\$385,854.00	\$170,294.00
TOTAL:	\$751,815.00	2160	\$378,000.00	\$100,100.00	\$1,229,915.00	\$60,000.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
AP/PR Check Recon Import	1	\$1,000.00	\$0.00	\$1,000.00
AP Positive Pay Export Format	1	\$3,000.00	\$0.00	\$3,000.00
Configuration Postal Xpress (Lorton)	1	\$1,275.00	\$0.00	\$1,275.00
Custom Report Development	160	\$175.00	\$0.00	\$28,000.00
Install Fee - New Server Install-WIN	1	\$9,000.00	\$0.00	\$9,000.00
Install Fee - Transparency Portal	1	\$4,500.00	\$0.00	\$4,500.00
P-Card Import Format	1	\$5,500.00	\$0.00	\$5,500.00
Program Modification: Personnel Actions - Manager Self Service	17	\$1,400.00	\$0.00	\$23,800.00
Project Planning Services	1	\$11,000.00	\$0.00	\$11,000.00
PR Positive Pay Export Format	1	\$3,000.00	\$0.00	\$3,000.00
Tyler Forms Library - Financial	1	\$2,800.00	\$0.00	\$2,800.00
Tyler Forms Library - General Billing	1	\$2,500.00	\$0.00	\$2,500.00
Tyler Forms Library - Payroll	1	\$1,400.00	\$0.00	\$1,400.00
Tyler Forms Library - Personnel Action	1	\$1,200.00	\$0.00	\$1,200.00
Tyler Forms Processing Configuration	1	\$3,000.00	\$0.00	\$3,000.00
Tyler Forms Library - Utility Billing	1	\$5,000.00	\$0.00	\$5,000.00
Tyler Forms Work Order/Pick Ticket Library - 4 Forms	1	\$2,800.00	\$0.00	\$2,800.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Tyler Graphing Agent - Flat Fee	1	\$3,500.00	\$0.00	\$3,500.00
Tyler Notify - Implementation	16	\$175.00	\$0.00	\$2,800.00
TOTAL:				\$115,075.00

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Cash Drawer	1	\$230.00	\$0.00	\$230.00	\$0.00	\$0.00	\$0.00
Hand Held Scanner - Model 1900GSR	1	\$385.00	\$0.00	\$385.00	\$0.00	\$0.00	\$0.00
Hand Held Scanner Stand	1	\$25.00	\$0.00	\$25.00	\$0.00	\$0.00	\$0.00
ID Tech MiniMag USB Reader	1	\$62.00	\$0.00	\$62.00	\$0.00	\$0.00	\$0.00
Printer (TM-S9000)	1	\$1,600.00	\$0.00	\$1,600.00	\$0.00	\$0.00	\$0.00
Tyler Notify IVR Plan (25,000 Minutes)	1	\$2,500.00	\$0.00	\$2,500.00	\$0.00	\$0.00	\$0.00
Tyler Notify SMS Text Plan (25,000 Messages)	1	\$1,250.00	\$0.00	\$1,250.00	\$0.00	\$0.00	\$0.00
Tyler Secure Signature System with 2 Keys	1	\$1,650.00	\$0.00	\$1,650.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>				<i>\$3,952.00</i>			<i>\$0.00</i>
<i>3rd Party Software Sub-Total:</i>				<i>\$3,750.00</i>		<i>\$0.00</i>	<i>\$0.00</i>
TOTAL:				\$7,702.00			\$0.00

Summary

	One Time Fees	Recurring Fees
Total SaaS	\$0.00	\$38,849.00
Total Tyler Software	\$751,815.00	\$60,000.00
Total Tyler Services	\$593,175.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$7,702.00	\$0.00
Summary Total	\$1,352,692.00	\$98,849.00
Contract Total (Excluding Estimated Travel Expenses)	\$1,451,541.00	

Summary
Estimated Travel Expenses

One Time Fees	Recurring Fees
\$120,302.00	

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2017-28117 - Financials, HR/PR, WO and UB

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Accounting - Actuals up to 3 years	\$2,000.00	\$0.00	\$2,000.00
Accounting - Budgets up to 3 years	\$2,000.00	\$0.00	\$2,000.00
Accounting Standard COA	\$3,000.00	\$0.00	\$3,000.00
Accounts Payable - Checks up to 5 years	\$3,000.00	\$0.00	\$3,000.00
Accounts Payable - Invoice up to 5 years	\$4,000.00	\$0.00	\$4,000.00
Accounts Payable Standard Master	\$3,000.00	\$0.00	\$3,000.00
Asset Maintenance - Work Order Asset	\$4,500.00	\$0.00	\$4,500.00
Asset Maintenance - Work Order History With Cost Data	\$6,500.00	\$0.00	\$6,500.00
Capital Assets Std Master	\$4,500.00	\$0.00	\$4,500.00
Contracts	\$6,000.00	\$0.00	\$6,000.00
General Billing Std CID	\$2,200.00	\$0.00	\$2,200.00
Inventory - Commodity Codes	\$2,200.00	\$0.00	\$2,200.00
Inventory Std Master	\$4,000.00	\$0.00	\$4,000.00
Payroll - Accrual Balances	\$1,500.00	\$0.00	\$1,500.00
Payroll - Accumulators up to 5 years	\$1,400.00	\$0.00	\$1,400.00
Payroll - Certifications	\$1,400.00	\$0.00	\$1,400.00
Payroll - Check History up to 5 years	\$1,200.00	\$0.00	\$1,200.00
Payroll - Deductions	\$1,800.00	\$0.00	\$1,800.00
Payroll - Earning/Deduction Hist up to 5 years	\$2,500.00	\$0.00	\$2,500.00
Payroll - Education	\$1,400.00	\$0.00	\$1,400.00
Payroll - PM Action History up to 5 years	\$1,400.00	\$0.00	\$1,400.00
Payroll - Position Control	\$1,400.00	\$0.00	\$1,400.00
Payroll - Recruiting	\$1,400.00	\$0.00	\$1,400.00
Payroll - Standard	\$2,000.00	\$0.00	\$2,000.00
Payroll - State Retirement Tables	\$1,400.00	\$0.00	\$1,400.00
Project Grant Accounting - Actuals up to 3 years	\$2,000.00	\$0.00	\$2,000.00
Project Grant Accounting - Budgets up to 3 years	\$2,000.00	\$0.00	\$2,000.00

2017-28117 - Financials, HR/PR, WO and UB

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Exhibit A

Detailed Breakdown of Conversions (Included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Project Grant Accounting Standard	\$3,000.00	\$0.00	\$3,000.00
Purchasing - Purchase Orders - Standard Open PO's only	\$4,000.00	\$0.00	\$4,000.00
Utility Billing - Assessments	\$2,000.00	\$0.00	\$2,000.00
Utility Billing - Backflow	\$3,000.00	\$0.00	\$3,000.00
Utility Billing - Balance Forward AR	\$5,000.00	\$0.00	\$5,000.00
Utility Billing - Consumption History up to 5 years	\$3,200.00	\$0.00	\$3,200.00
Utility Billing - Service Orders	\$3,000.00	\$0.00	\$3,000.00
Utility Billing - Services	\$3,200.00	\$0.00	\$3,200.00
Utility Billing - Standard	\$4,000.00	\$0.00	\$4,000.00
TOTAL:			\$100,100.00

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____

Date: _____

Print Name: _____

P.O. #: _____

All primary values quoted in US Dollars

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Financials:						
Accounting/GL/BG/AP	\$115,500.00	\$23,100.00	\$92,400.00	\$20,790.00	\$20,790.00	\$0.00
Bid Management	\$15,000.00	\$3,000.00	\$12,000.00	\$2,700.00	\$2,700.00	\$0.00
Capital Assets	\$34,650.00	\$6,930.00	\$27,720.00	\$6,237.00	\$6,237.00	\$0.00
Cash Management	\$24,250.00	\$4,850.00	\$19,400.00	\$4,365.00	\$4,365.00	\$0.00
Contract Management	\$15,000.00	\$3,000.00	\$12,000.00	\$2,700.00	\$2,700.00	\$0.00
Employee Expense Reimbursement	\$14,200.00	\$2,840.00	\$11,360.00	\$2,556.00	\$2,556.00	\$0.00
Inventory	\$34,650.00	\$6,930.00	\$27,720.00	\$6,237.00	\$6,237.00	\$0.00
Project & Grant Accounting	\$25,400.00	\$5,080.00	\$20,320.00	\$4,572.00	\$4,572.00	\$0.00
Purchasing	\$58,900.00	\$11,780.00	\$47,120.00	\$10,602.00	\$10,602.00	\$0.00
Quatred Inventory Scanning Interface	\$5,800.00	\$1,160.00	\$4,640.00	\$1,044.00	\$1,044.00	\$0.00
Payroll/HR:						
ExecuTime Advance Scheduling License Increase	\$24,844.00	\$4,969.00	\$19,875.00	\$4,969.00	\$4,969.00	\$0.00
ExecuTime Time & Attendance License Increase	\$33,125.00	\$6,625.00	\$26,500.00	\$6,625.00	\$6,625.00	\$0.00

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Human Resources & Talent Management	\$18,100.00	\$3,620.00	\$14,480.00	\$3,258.00	\$3,258.00	\$0.00
Payroll w/ESS	\$23,500.00	\$4,700.00	\$18,800.00	\$4,230.00	\$4,230.00	\$0.00
Recruiting	\$5,500.00	\$1,100.00	\$4,400.00	\$990.00	\$990.00	\$0.00
Revenue:						
Accounts Receivable	\$30,000.00	\$6,000.00	\$24,000.00	\$5,400.00	\$5,400.00	\$0.00
General Billing	\$14,000.00	\$2,800.00	\$11,200.00	\$2,520.00	\$2,520.00	\$0.00
Tyler Cashiering	\$46,000.00	\$9,200.00	\$36,800.00	\$8,280.00	\$8,280.00	\$0.00
UB Interface	\$13,200.00	\$2,640.00	\$10,560.00	\$2,376.00	\$2,376.00	\$0.00
Utility Billing CIS	\$41,000.00	\$8,200.00	\$32,800.00	\$7,380.00	\$7,380.00	\$0.00
Productivity:						
Citizen Self Service	\$30,000.00	\$6,000.00	\$24,000.00	\$5,400.00	\$5,400.00	\$0.00
eProcurement	\$23,100.00	\$4,620.00	\$18,480.00	\$4,158.00	\$4,158.00	\$0.00
IVR Gateway	\$13,500.00	\$2,700.00	\$10,800.00	\$2,430.00	\$2,430.00	\$0.00
Munis Analytics & Reporting	\$105,200.00	\$21,040.00	\$84,160.00	\$18,936.00	\$18,936.00	\$0.00
Tyler Content Manager SE	\$45,000.00	\$9,000.00	\$36,000.00	\$8,100.00	\$8,100.00	\$0.00
Tyler Forms Processing	\$19,500.00	\$3,900.00	\$15,600.00	\$3,900.00	\$3,900.00	\$0.00
Additional:						
Payroll Tax Table Updates	\$0.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00	\$0.00
Asset Maintenance	\$240,000.00	\$196,800.00	\$43,200.00	\$7,794.00	\$7,794.00	\$0.00
CAFR Statement Builder	\$18,750.00	\$3,750.00	\$15,000.00	\$3,375.00	\$3,375.00	\$0.00
Tyler Disaster Recovery Service	\$0.00	\$0.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00
Tyler GIS - Site License	\$28,000.00	\$15,120.00	\$12,880.00	\$2,970.00	\$2,970.00	\$0.00
Tyler Incident Management	\$22,000.00	\$4,400.00	\$17,600.00	\$4,400.00	\$4,400.00	\$0.00
Tyler System Management Services Contract	\$0.00	\$0.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00
TOTAL:	\$1,137,669.00	\$385,854.00	\$751,815.00	\$230,294.00	\$170,294.00	\$60,000.00

Comments

Tyler's OSDBA Service/Tyler System Management Services is calculated at 25% of the Munis annual maintenance. There is a \$2,500 minimum annual fee.

Tyler's Disaster Recovery Service is calculated at 25% of the Munis annual maintenance. There is a \$5,000 minimum annual fee for Disaster Recovery service. The Disaster Recovery fees are applicable only to one Live Munis database and excludes all test and training databases.

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the Munis Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf, and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Munis form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1 Contract, 1099M, 1099INT, 1099S, and 1099G.

General Billing library includes: 1 invoice, 1 statement, 1 general billing receipt and 1 miscellaneous receipt.

Utility billing library includes: 1 Utility bill, 1 assessment, 1 UB receipt, 1 Lien letter, 1 UB delinquent notice, 1 door hanger and 1 final utility bill.

Programming for check reconciliation import and positive pay export assumes one bank format each. Multiple bank formats are extra.

Comments

Includes digitizing two signatures, additional charges will apply for additional signatures.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler Forms Payroll Core library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, 1099 R, ACA 1095B and ACA 1095C.

Personnel Actions Forms Library includes: 1 Personnel Action form - New and 1 Personnel Action Form - Change.

Work Order & Pick Ticket Library includes: 1 Work Order - Services, 1 Work Order - Inventory, 1 Pick Ticket and 1 Delivery Ticket.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

The Munis Accounts Payable module utilizes a label printer for batch-scanned document indexing. This printer is to be provided by the client and must support multi-page Adobe PDF files, such as the Brother QL-700.

The Tyler Software Product Tyler Forms Processing must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.

Tyler Notify SaaS services will renew automatically for additional one (1) year terms at our then-current fee unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

Transparency Portal SaaS services will renew automatically for additional one (1) year terms at our then-current fee unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
TYLER TECHNOLOGIES FOR THE PURCHASE AND
IMPLEMENTATION OF MUNIS SOFTWARE FOR THE
CITY OF BENTONVILLE.**

**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 Tyler Technologies for the purchase and implementation of Munis Software, 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	
☒	Resolution	
☐	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

February 13, 2018

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

This is a request to declare three (3) no longer in service police department vehicle as surplus property. These vehicles include City of Bentonville Unit # 2010-85, a 2010 Ford Crown Victoria (2FABP7BV3AX127923), and Unit #2010-86, a 2010 Ford Crown Victoria (2FABP7BV5AX127924), and Unit # 2010-88, a 2010 Ford Crown Victoria (2FABP7BV9AX127926). All three of these vehicles were previously used as marked patrol cars, and are equipped with lightbars, sirens, consoles, gun racks, hard rear seats, prisoner containment systems, and other law enforcement specific items that would ordinarily require removal prior to any transfer of ownership. However, upon approval and being declared as surplus, these vehicle can be transferred to area police departments in the cities of Little Flock, West Fork, and Dyer with lightbar, siren, and other law enforcement specific equipment intact. These area police departments would use these vehicles, as equipped, to patrol their city and answer calls for service. Transferring ownership in this manner represents a responsible and safe disposition of police equipped vehicles and also saves the city the costs associated with the removal and proper disposal of law enforcement only equipment that cannot be transferred to another vehicle. Transferring this vehicle also saves costs associated with prolonged storage of these vehicles awaiting auction. Additionally, this transfer encourages local partnerships, supports law enforcement and public safety in Northwest Arkansas and provides assistance to our neighboring communities. See also attached letters from City of Little Flock Police Chief, Jesse Martinez, City of Dyer Police Chief Jeff Ramsey, and City of West Fork Police Chief John Nelson.

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





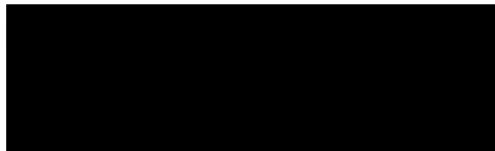
Little Flock Police Department

Chief of Police: Jesse Martinez
1500 Little Flock Drive
Little Flock AR, 72756
479-936-7911, FAX 479-696-6143
police@cityoflittleflock.com

To: Chief Jon Simpson, Bentonville Police Department
From: Chief Jesse Martinez, Little Flock Police Department
RE: Patrol Car Surplus

Chief Simpson, as we have discussed, our police department is in immediate need of a new part time patrol vehicle. Current budgets for fiscal year 2018 do not allow for us to purchase a new or used patrol car for our part time officers. After speaking with you and Officer Simmons, I have looked over the surplus Crown Victoria patrol units that your department currently has on inventory. One of these Crown Victoria's would be perfect for the purpose that we need here in Little Flock. With your permission and the permission of your city, I would like to request that one of the Crown Victoria's be transferred as surplus to our city to be used by the police department. We would take the patrol vehicle as is including any equipment that may be a part of the vehicle. The Little Flock police department will ensure that at the end of our use of that vehicle, all items will be disposed of per department and city policy. My thanks again to you, your department, and your city for your continued support and consideration in this matter.

Sincerely,



Jesse Martinez
Chief, Little Flock Police Department



West Fork Police Department

P.O. Box 339 | West Fork, AR 72774
Phone: (479) 839-2300 | Fax: (479) 839-3275
Chief of Police John Nelson

Date: January 10, 2018

To: Chief Jon Simpson, Bentonville Police Dept.

Re: Request Ford Crown Vic PI

I am requesting one of the Ford Crown Vic Police Interceptors you are retiring from your fleet. We will re-mark the vehicle and use it for police work here in West Fork. Thank you very much for the opportunity to get this vehicle; we will put it to good use. We also request that you leave all the current police equipment intact. When we retire it from our fleet we will dispose of all the equipment properly.

Respectfully,

A solid black rectangular box used to redact the signature of Chief John P. Nelson.

Chief John P. Nelson



Dyer Police Department

Chief Jeff Ramsey



**305 North Washington Street / P.O. Box 149
Dyer, AR 72935
Office: 479-997-1577
Fax: 479-997-1094**

**Bentonville Police Department
RE: Crown Victoria Police Units Going Out of Service
January 8, 2018**

I am interested in acquiring some of your department's Crown Victoria's that are going out of service. The reason for this request is due to our three units having high mileage with maintenance issues and will be going out of service. We would like to accept the units fully outfitted and will dispose of any equipment not needed. I greatly appreciate your time and consideration.

**Jeff Ramsey
Chief of Police**

RESOLUTION NO. _____

**A RESOLUTION DECLARING CERTAIN PROPERTY
BELONGING TO THE CITY OF BENTONVILLE POLICE
DEPARTMENT AS SURPLUS PROPERTY.**

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

Section 1: That certain property of the City of Bentonville Police Department, more particularly described in the attached agenda form, is hereby declared to be surplus and the Police Department is authorized to dispose of or exchange such property as authorized by law and more particularly described therein.

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:

February 13, 2018

Submitted by:

Bryan Wick

Department

Engineering

Phone

696-0227

ACTION REQUIRED:

Staff is seeking City Council approval of an ordinance updating the City of Bentonville Schedule of Fees.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memorandum



To: Mayor and City Council
From: Bryan Wick, Project Manager and
Travis Matlock, Engineering Director
Shelli Kerr, Interim Community Development Director
Date: Tuesday, February 06, 2018
Re: Approval of an updated Fee Schedule for the City of Bentonville

Staff is seeking approval of an ordinance updating the City of Bentonville Schedule of Fees. This schedule does not contain all departments, just those that wanted to undergo updates this year. The last major update to the fee schedule occurred in 2005 with ordinance number 2005-116. Since then, material, equipment, and employee cost have increased. Due to this increase, the City of Bentonville has reviewed, updated and submitted a fee schedule to City Council for review and approval. Staff recommends the Fee Schedule as written.

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

Addendum: This item was tabled at the October 24, 2017 City Council meeting. Council requested staff to provide a comparison of past project fees with the proposed fees. That comparison is in the agenda packet. There are three changes from the original agenda item:

- *The proposed library administration fee was \$30 per hour. The Library Advisory Board voted unanimously to approve the new fee at \$50 per hour, reflected on Exhibit A – Schedule of Fees.*
- *The Building Permit Fee Schedule now reflects a 25% increase in the base fee for valuations over \$50,000, but maintains the current fee for each additional \$1,000 of valuation, reflected on Exhibit B – Schedule of Permit Fees. By increasing the base fee but leaving the additional fee the same, in most cases, the building permit fee is less than originally proposed.*

\$50,001.00	\$100,000.00	- Proposed fee changed from \$280 to \$330
\$100,001.00	\$500,000.00	- Proposed fee changed from \$480 to \$580
\$500,001.00 and up		- Proposed fee change from \$1760 to \$2120

- *Added equipment usage fees for water and sewer:*
 - *Dump Truck, \$100 per hour, 1 hour minimum*
 - *Mini-Excavator, \$75 per hour, 1 hour minimum*
 - *Track-hoe, \$100 per hour, 1 hour minimum*

Project	Type	Size (sq. ft. / units)	Value
Edgar Estates	Single Family	50 lots	
	Subdivision		

Fee Type	CURRENT		PROPOSED		Difference
	Current Fee	Current for Project	Proposed Fee	Proposed for Project	
Planning Fees					
Preliminary Plat - resid. 30+ units	\$425 + \$1 per lot	\$ 475.00	\$800.00	\$ 800.00	\$ 325.00
Final Plat - residential 30+ units	\$200 + \$1 per lot	\$ 250.00	\$800.00	\$ 800.00	\$ 550.00
Water (2, 8" taps)					
Water tap - 8"	\$500	\$ 1,000.00	\$500	\$ 1,000.00	\$ -
Totals		\$ 1,725		\$ 2,600	\$ 875

Project	Type	Size (sq. ft. / units)	Value
Ellington Subdivision	Single Family Subdivision	39 lots	

Fee Type	CURRENT		PROPOSED		Difference
	Current Fee	Current for Project	Proposed Fee	Proposed for Project	
Planning Fees					
Preliminary Plat - resid. 30+ units	\$425 + \$1 per lot	\$ 464.00	\$800.00	\$ 800.00	\$ 336.00
Final Plat - residential 30+ units	\$200 + \$1 per lot	\$ 239.00	\$800.00	\$ 800.00	\$ 561.00
Sewer (26 taps)					
Sewer taps	\$125	\$ 3,250.00	\$150	\$ 3,900.00	\$ 650.00
Totals		\$ 3,953.00		\$ 5,500.00	\$ 1,547.00

Project
4405 SW Barton

Type
Single Family House

Size (sq. ft. / units) Value
\$ 307,542.00

Fee Type	CURRENT		PROPOSED		Difference
	Current Fee	Current for Project	Proposed Fee	Proposed for Project	
Building Inspection Fees					
Building Permit					
\$101,000 - \$500,000	\$460 first \$100,000 + \$3 each add'l \$1,000	\$ 1,083	\$575 first \$100,000 + \$3 each add'l \$1,000	\$ 1,198	\$ 115.00
Electric Permits					
Electric - per motor (14)	\$1.50	\$ 21.00	\$2.00	\$ 28.00	\$ 7.00
Electric - per opening (120)	\$0.25	\$ 30.00	\$0.30	\$ 36.00	\$ 6.00
Electric - per panel (1)	\$10.00	\$ 10.00	\$15.00	\$ 15.00	\$ 5.00
<i>Electric Total</i>		\$ 61.00		\$ 79.00	\$ 18.00
Mechanical Permits (2 units)					
Mechanical - first unit	\$30	\$ 30.00	\$40	\$ 40.00	\$ 10.00
Mechanical - each add'l	\$10	\$ 10.00	\$15	\$ 15.00	\$ 5.00
<i>Mechanical Total</i>		\$ 40.00		\$ 55.00	\$ 15.00
Plumbing Permits (4 bathrooms)					
Base - sf residential	\$30	\$ 30.00	\$40	\$ 40.00	\$ 10.00
Plumbing - each add'l bath	\$5	\$ 20.00	\$7	\$ 28.00	\$ 8.00
<i>Plumbing Total</i>		\$ 50.00		\$ 68.00	\$ 18.00
Totals		\$ 1,172.63		\$ 1,320.63	\$ 148.00

Project **Sullivan Square - 12 units** Type **Multifamily** Size (sq. ft. / units) **12 units** Value **\$ 1,167,696.00**
 2803 SW Ables Rd 11,448 sq ft

Fee Type	CURRENT		PROPOSED		Difference
	Current Fee	Current for Project	Proposed Fee	Proposed for Project	
Building Inspection Fees					
Building Permit					
\$500,001 and up	\$1600 for first \$500,000 + \$2 for each add'l \$1000	\$ 2,996	\$2075 for first \$500,000 + \$2 for each add'l \$1000	\$ 3,410	\$ 414
Electric Permits					
Electric - per amp (600)	\$0.10	\$ 60.00	\$0.20	\$ 160.00	\$ 100.00
Electric - per motor (84)	\$2.00	\$ 168.00	\$2.50	\$ 300.00	\$ 132.00
Electric - per opening (240)	\$0.30	\$ 72.00	\$0.50	\$ 120.00	\$ 48.00
Electric - per panel (1)	\$20.00	\$ 20.00	\$30.00	\$ 390.00	\$ 370.00
<i>Electric Total</i>		\$ 320.00		\$ 970.00	\$ 650.00
Mechanical Permits					
Mechanical - first 4 units	\$50	\$ 50.00	\$40	\$ 40.00	\$ (10.00)
Mechanical - each add'l unit	\$10	\$ 80.00	\$15	\$ 165.00	\$ 85.00
<i>Mechanical Total</i>		\$ 130.00		\$ 205.00	\$ 75.00
Plumbing Permits					
Base - mf residential	\$30	\$ 30.00	\$40	\$ 40.00	\$ 10.00
Plumbing-per unit up to 4 units	\$15	\$ 15.00			
Plumbing - per unit over 4 units	\$10	\$ 140.00	\$15	\$ 180.00	\$ 40.00
<i>Plumbing Total</i>		\$ 185.00		\$ 220.00	\$ 35.00
Fire Fees					
Fire alarm permit	\$0.00	\$ -	.04/sq. ft., max. of 50K sq. ft.	\$ 457.92	\$ 457.92
New sprinkler system	\$0.00	\$ -	.05/sq. ft., max of 50K sq. ft.	\$ 572.40	\$ 572.40
Kitchen hood & duct suppression	\$0.00	\$ -	\$145 + \$72.50 for each add'l hood	\$ -	\$ -
Water					
Water tap - 8"	\$500	\$500	\$500	\$500	\$ -
Totals		\$ 4,131.00		\$ 6,335.71	\$ 2,204.71

Project
Angus Jacks
 1001 SW Regional Airport Blvd

Type Size (sq. ft. / units) Value
Restaurant - Infill 1,440 Sq ft \$ 180,000.00

Fee Type	CURRENT		PROPOSED		Difference
	Current Fee	Current for Project	Proposed Fee	Proposed for Project	
Building Inspection Fees					
Building Permit					
Tenant Infill	\$100	\$ 100.00	100,000 or less	\$ 200.00	\$ 100.00
Electric Permits					
Electric - per amp (400)	\$0.10	\$ 40.00	\$0.20	\$ 80.00	\$ 40.00
Electric - per motor (7)	\$2.00	\$ 14.00	\$2.50	\$ 17.50	\$ 3.50
Electric - per opening (100)	\$0.30	\$ 30.00	\$0.50	\$ 50.00	\$ 20.00
Electric - per panel (2)	\$20.00	\$ 40.00	\$30.00	\$ 60.00	\$ 20.00
<i>Electric Total</i>		\$ 124.00		\$ 207.50	\$ 83.50
Mechanical Permits (2 units)					
Mechanical - each up to 4 units	\$50	\$ 50.00	\$50	\$ 50.00	\$ -
Mechanical - add'l unit over 4	\$10	\$ -	\$15	\$ -	\$ -
<i>Mechanical Total</i>		\$ 50.00		\$ 50.00	\$ -
Plumbing Permits					
Base - commercial	\$30	\$ 30.00	\$50	\$ 50.00	\$ 20.00
Plumbing - add'l up to \$40,000	.1% of project	\$ 40.00	\$50	\$ 50.00	\$ 10.00
Plumbing - add'l over \$40,000	.025% of amount over \$40,000	\$ 35.00	.025% of amount over \$40,000	\$ 35.00	\$ -
<i>Plumbing Total</i>		\$ 105.00		\$ 135.00	\$ 30.00
Fire Fees					
Fire alarm permit	\$0.00	\$ -	.04/sq. ft., max. of 50K sq. ft.	\$ 58.00	\$ 58.00
New sprinkler system	\$0.00	\$ -	.05/sq. ft., max of 50K sq. ft.	\$ 58.00	\$ 58.00
Kitchen hood & duct suppression	\$0.00	\$ -	\$145 + \$72.50 for each add'l hood	\$ 217.50	\$ 217.50
Water Fees					
Backflow permit - commercial	\$50	\$50	\$50	\$50	\$ -
Totals		\$ 429.00		\$ 976.00	\$ 547.00

Project
Boulder Ridge Church
 4301 E Central Ave

Type
Assembly

Size (sq. ft. / units) Value
7815 Sq ft \$ 1,484,850.00

Fee Type	CURRENT		PROPOSED		Difference
	Current Fee	Current for Project	Proposed Fee	Proposed for Project	
Planning Fees					
Large Scale commercial ≥ 5,000 sq. ft.	\$275.00	\$ 275.00	\$800.00	\$ 800.00	\$ 525.00
Building Inspection Fees					
Bulding Permit					
\$500,001 and up	\$1600 for first \$500,000 + \$2 for each add'l \$1000	\$ 3,570	\$2075 for first \$500,000 +\$2 for each add'l \$1000	\$ 4,044.70	\$ 475.00
Electric Permits (\$151)					
Electric - base	\$30.00	\$ 30.00	\$50.00	\$ 50.00	\$ 20.00
Electric - per amp	\$0.10	\$ -	\$0.20	\$ -	\$ -
Electric - per motor (6)	\$2.00	\$ 12.00	\$2.50	\$ 10.00	\$ (2.00)
Electric - per opening (230)	\$0.30	\$ 69.00	\$0.50	\$ 115.00	\$ 46.00
Electric - per panel (2)	\$20.00	\$ 40.00	\$30.00	\$ 60.00	\$ 20.00
<i>Electric Total</i>		\$ 151.00		\$ 235.00	\$ 84.00
Mechanical Permits (7 units)					
Mechanical - up to 4 units	\$50	\$ 50.00	\$50	\$ 50.00	\$ -
Mechanical - add'l unit over 4	\$10	\$ 30.00	\$15	\$ 45.00	\$ 15.00
<i>Mechanical Total</i>		\$ 80.00		\$ 95.00	\$ 15.00
Plumbing Permits					
Base - commercial	\$30	\$ 30.00	\$50	\$ 50.00	\$ 20.00
Plumbing - add'l up to \$40,000	.1% of project	\$ 40.00	\$50	\$ 50.00	\$ 10.00
Plumbing - add'l over \$40,000	.025 of amount over \$40,000	\$ 361.21	.025 of amount over \$40,000	\$ 401.21	\$ 40.00
<i>Plumbing Total</i>		\$ 431.21		\$ 501.21	\$ 70.00
Fire Fees					
Fire alarm permit	\$0.00	\$ -	.04/sq. ft., max. of 50K sq. ft.	\$ 312.60	\$ 312.60
New sprinkler system	\$0.00	\$ -	.05/sq. ft., max of 50K sq. ft.	\$ 390.75	\$ 390.75
Kitchen hood & duct suppression	\$0.00	\$ -	\$145 + \$72.50 for each add'l hood	\$ -	\$ -
Water					
Water - 1" service (2)	\$1,100	\$ 2,200.00	\$1,200	\$ 2,400.00	\$ 200.00
Water tap - 8" (1)	\$500	\$ 500.00	\$500	\$ 500.00	\$ -
Totals		\$ 7,206.91		\$ 9,279.26	\$ 2,072.35

Project
Naples
 1001 SW Regional Airport Blvd

Type
Strip Center

Size (sq. ft. / units) Value
13,300 Sq ft \$ 2,154,600.00

Fee Type	CURRENT		PROPOSED		Difference
	Current Fee	Current for Project	Proposed Fee	Proposed for Project	
Planning Fees					
Large Scale commercial ≥ 5,000 sq. ft.	\$275.00	\$ 275.00	\$800.00	\$ 800.00	\$ 525.00
Building Inspection Fees					
Bulding Permit					
\$500,001 and up	\$1600 for first \$500,000 + \$2 for each add'l \$1000	\$ 4,970.00	\$2075 for first \$500,000 + \$2 for each add'l \$1000	\$ 5,384.20	\$ 414
Electric Permits					
Electric - base	\$30.00	\$ 30.00	\$50.00	\$ 50.00	\$ 20.00
Electric - per amp (800)	\$0.10	\$ 80.00	\$0.20	\$ 160.00	\$ 80.00
Electric - per motor (6)	\$2.00	\$ 12.00	\$2.50	\$ 15.00	\$ 3.00
Electric - per opening (60)	\$0.30	\$ 18.00	\$0.50	\$ 30.00	\$ 12.00
Electric - per panel (1)	\$20.00	\$ 20.00	\$30.00	\$ 30.00	\$ 10.00
<i>Electric Total</i>		\$ 160.00		\$ 285.00	\$ 125.00
Mechanical Permits					
Mechanical - each up to 4 units	\$50	\$ -	\$50	\$ -	\$ -
Mechanical - add'l unit over 4	\$10	\$ -	\$15	\$ -	\$ -
<i>Mechanical Total</i>		\$ -		\$ -	\$ -
Plumbing Permits					
Base - commercial	\$30	\$ 30.00	\$50	\$ 50.00	\$ 20.00
Plumbing - add'l up to \$40,000	.1% of project	\$ 40.00	\$50	\$ 50.00	\$ 10.00
Plumbing - add'l over \$40,000	.025 of amount over \$40,000	\$ 528.65	.025 of amount over \$40,000	\$ 528.65	\$ -
<i>Plumbing Total</i>		\$ 598.65		\$ 628.65	\$ 100.00
Fire Fees					
Fire alarm permit	\$0.00	\$ -	.04/sq. ft., max. of 50K sq. ft.	\$ 532.00	\$ 532.00
New sprinkler system	\$0.00	\$ -	.05/sq. ft., max of 50K sq. ft.	\$ 665.00	\$ 665.00
Kitchen hood & duct suppression	\$0.00	\$ -	\$145 + \$72.50 for each add'l hood	\$ -	\$ -
Water					
Water tap - 8"	\$500	\$500	\$500	\$500	\$ -
Totals		\$ 6,503.65		\$ 8,794.85	\$ 2,291.20

Project
Haxton West
 222 SE 2nd St

Type
Mixed use

Size (sq. ft. / units) Value
9,707 \$ 1,378,394.00

Fee Type	CURRENT		PROPOSED		Difference
	Current Fee	Current for Project	Proposed Fee	Proposed for Project	
Planning Fees					
Large Scale commercial ≥ 5,000 sq. ft.	\$275.00	\$ 275.00	\$800.00	\$ 800.00	\$ 525.00
Building Inspection Fees					
Building Permit					
\$500,001 and up	\$1600 for first \$500,000 + \$2 for each add'l \$1000	\$ 3,418	\$2075 for first \$500,000 + \$2 for each add'l \$1000	\$ 3,832	\$ 413.8
Electric Permits					
Electric - base	\$30.00	\$ 30.00	\$50.00	\$ 50.00	\$ 20.00
Electric - per amp (600)	\$0.10	\$ 60.00	\$0.20	\$ 120.00	\$ 60.00
Electric - per motor (32)	\$2.00	\$ 64.00	\$2.50	\$ 70.00	\$ 6.00
Electric - per opening (100)	\$0.30	\$ 30.00	\$0.50	\$ 50.00	\$ 20.00
Electric - per panel (5)	\$20.00	\$ 100.00	\$30.00	\$ 150.00	\$ 50.00
<i>Electric Total</i>		\$ 284.00		\$ 440.00	\$ 156.00
Mechanical Permits (8)					
Mechanical - each up to 4 units	\$50	\$ 50.00	\$50	\$ 50.00	\$ -
Mechanical - add'l unit over 4	\$10	\$ 40.00	\$15	\$ 120.00	\$ 80.00
<i>Mechanical Total</i>		\$90		\$ 170.00	\$ 80.00
Plumbing Permits					
Base - commercial	\$30	\$ 30.00	\$50	\$ 50.00	\$ 20.00
Plumbing - add'l up to \$40,000	.1% of project	\$ 40.00	\$50	\$ 50.00	\$ 10.00
Plumbing - add'l over \$40,000	25 of amount over \$40,000	\$ 334.00	25 of amount over \$40,000	\$ 334.00	\$ -
<i>Plumbing Total</i>		\$ 404.00		\$ 434.00	\$ 30.00
Fire Fees					
Fire alarm permit	\$0.00	\$ -	.04/sq. ft., max. of 50K sq. ft.	\$ -	\$ -
New sprinkler system	\$0.00	\$ -	.05/sq. ft., max of 50K sq. ft.	\$ -	\$ -
Kitchen hood & duct suppression	\$0.00	\$ -	\$145 + \$72.50 for each add'l hood	\$ -	\$ -
Area of refuge call system (misc)	\$0.00	\$ -		\$ 58.00	\$58.00
Sewer					
Sewer taps	\$125	\$ 125.00	\$150	\$ 150.00	\$ 25.00
Water					
Double services setup	\$1,200	\$ 1,200.00	\$1,400	\$ 1,400.00	\$ 200.00
Totals		\$ 4,596.00		\$ 5,883.79	\$ 1,287.79

Project
Crossmar 2
 5000 SW Regional Airport Blvd

Type Size (sq. ft. / units) Value
Industrial/warehouse 200,000 \$ 17,200,000

Fee Type	CURRENT		PROPOSED		Difference
	Current Fee	Current for Project	Proposed Fee	Proposed for Project	
Planning Fees					
Large Scale commercial ≥ 5,000 sq. ft.	\$275.00	\$ 275.00	\$800.00	\$ 800.00	\$ 525.00
Building Inspection Fees					
Building Permit					
\$500,001 and up	\$1600 for first \$500,000 + \$2 for each add'l \$1000	\$ 35,000	\$2075 for first \$500,000 + \$2 for each add'l \$1000	\$ 35,475.00	\$ 475.00
Electric Permits					
Electric - per amp (3000)	\$0.10	\$ 300.00	\$0.20	\$ 40.00	\$ (260.00)
Electric - per motor (5)	\$2.00	\$ 10.00	\$2.50	\$ 15.00	\$ 5.00
Electric - per opening (230)	\$0.30	\$ 69.00	\$0.50	\$ 37.50	\$ (31.50)
Electric - per panel (3)	\$20.00	\$ 60.00	\$30.00	\$ 60.00	\$ -
<i>Electric Total</i>		\$ 439.00		\$ 152.50	\$ (286.50)
Mechanical Permits (12 units)					
Mechanical - each up to 4 units	\$50	\$ 50.00	\$50	\$ 50.00	\$ -
Mechanical - add'l unit over 4	\$10	\$ 80.00	\$15	\$ 90.00	\$ 10.00
<i>Mechanical Total</i>		\$ 130.00		\$ 140.00	\$ 10.00
Plumbing Permits					
Base - commercial	\$30	\$ 30.00	\$50	\$ 50.00	\$ 20.00
Plumbing - add'l up to \$40,000	.1% of project	\$ 40.00	\$50	\$ 50.00	\$ 10.00
Plumbing - add'l over \$40,000	.025 of amount over \$40,000	\$ 4,290.00	.025 of amount over \$40,000	\$ 4,290.00	\$ -
<i>Plumbing Total</i>		\$ 4,360.00		\$ 4,390.00	\$ 30.00
Fire Fees					
Fire alarm permit	\$0.00	\$ -	.04/sq. ft., max. of 50K sq. ft.	\$ 2,000.00	\$ 2,000.00
New sprinkler system	\$0.00	\$ -	.05/sq. ft., max of 50K sq. ft.	\$ 2,500.00	\$ 2,500.00
Kitchen hood & duct suppression	\$0.00	\$ -	\$145 + \$72.50 for each add'l hood	\$ -	\$ -
Water					
Water tap - 2" service	\$3,000	\$ 3,000.00	\$3,300	\$ 3,300.00	\$ 300.00
Totals		\$ 43,204.00		\$ 48,757.50	\$ 5,553.50

Project
Walmart 7842
 5800 SW Reginal Airport Blvd.

Type
**Industrial/
 warehouse**

Size (sq. ft. / units) Value
1.2 M Sq ft \$ 110,792,780.00

Fee Type	CURRENT		PROPOSED		Difference
	Current Fee	Current for Project	Proposed Fee	Proposed for Project	
Planning Fees					
Large Scale commercial ≥ 5,000 sq. ft.	\$275.00	\$ 275.00	\$800.00	\$ 800.00	\$ 525.00
Building Inspection Fees					
Building Permit (222246)					
\$500,001 and up	\$1600 for first \$500,000 + \$2 for each add'l \$1000	\$ 222,186	\$2075 for first \$500,000 + \$2 for each add'l \$1000	\$ 222,661	\$ 475.00
Electric Permits					
Electric - per amp (9200)	\$0.10	\$ 920.00	\$0.20	\$ 1,840.00	\$ 920.00
Electric - per motor (339)	\$2.00	\$ 678.00	\$2.50	\$ 847.50	\$ 169.50
Electric - per opening (6776)	\$0.30	\$ 2,032.80	\$0.50	\$ 3,388.00	\$ 1,355.20
Electric - per panel (4)	\$20.00	\$ 80.00	\$30.00	\$ 120.00	\$ 40.00
<i>Electric Total</i>		\$ 3,710.80		\$ 6,195.50	\$ 2,484.70
Mechanical Permits (77 units)					
Mechanical - each up to 4 units	\$50	\$ 200.00	\$50	\$ 200.00	\$ -
Mechanical - add'l unit over 4	\$10	\$ 730.00	\$15	\$ 1,095.00	\$ 365.00
<i>Mechanical Total</i>		\$ 780.00		\$ 1,295.00	\$ 365.00
Plumbing Permits					
Base - commercial	\$35	\$ 35.00	\$50	\$ 50.00	\$ 15.00
Plumbing - add'l up to \$40,000	.1% of project	\$ 40.00	\$50	\$ 50.00	\$ 10.00
Plumbing - add'l over \$40,000	\$40,000	\$ 27,684.00	\$40,000	\$ 27,684.00	\$ -
<i>Plumbing Total</i>		\$ 27,759.00		\$ 27,784.00	\$ 25.00
Fire Fees					
Fire alarm permit	\$0.00	\$ -	.04/sq. ft., max. of 50K sq. ft.	\$ 2,000.00	\$ 2,000.00
New sprinkler system	\$0.00	\$ -	.05/sq. ft., max of 50K sq. ft.	\$ 2,500.00	\$ 2,500.00
Kitchen hood & duct suppression	\$0.00	\$ -	\$145 + \$72.50 for each add'l hood	\$ -	\$ -
Racking system & H2 fueling system	\$0.00	\$ -	\$58.00 ea	\$ 116.00	\$ 116.00
Water					
Water tap - 6" (2)	\$350	\$ 700.00	\$350	\$ 700.00	\$ -
Water tap - 2" service	\$3,000	\$ 3,000.00	\$3,300	\$ 3,300.00	\$ 300.00
Totals		\$ 258,410.36		\$ 267,351.06	\$ 8,940.70

EXHIBIT A - SCHEDULE OF FEES
DEPARTMENT: BUILDING INSPECTION

ITEM	CATEGORY	CURRENT		PROPOSED		FEE NOTES
		UNIT	FEE	UNIT	FEE	
All Building Permit Fees, exception of Pool, Fence, Demo, Sign, Moving	Change	EA	Varies	EA	Varies	See Exhibit B "Schedule of Permit Fees" attached to this Document
Commercial Tenant In-Fill	Change	EA	\$100.00	\$100,000 or less	\$200.00	100,000 or less
Commercial Tenant In-Fill	Change	EA	Varies	\$100,001 or more	Varies	Revert to Schedule of Permit Fees
Mobile Home- Plumbing	Change	EA	\$25.00	EA	\$30.00	
Mobile Home- Electric	Change	EA	\$25.00	EA	\$30.00	
Mobile Home- Mechanical	Change	EA	\$25.00	EA	\$30.00	
Mobile Home- Final Inspection	Change	EA	\$25.00	EA	\$30.00	
Development Guide Books	Eliminate	EA	\$10.00			
Electric- Commercial/Multi-Family Minimum /Base	Change	Base	\$30.00	Base	\$50.00	
Electric- Commercial/Multi-Family- per Amp	Change	/Amp	\$0.10	/Amp	\$0.20	

EXHIBIT A - SCHEDULE OF FEES
DEPARTMENT: BUILDING INSPECTION

ITEM	CATEGORY	CURRENT		PROPOSED		FEE NOTES
		UNIT	FEE	UNIT	FEE	
Electric- Commercial/Multi-Family- per Motor	Change	/Motor	\$2.00	/Motor	\$2.50	
Electric- Commercial/Multi-Family- per Opening	Change	/Opening	\$0.30	/Opening	\$0.50	
Electric- Commercial/Multi-Family- per Panel/Sub Panel	Change	/Panel /Sub Panel	\$20.00	/Panel /Sub Panel	\$30.00	
Electric- Residential Minimum / Base	Change	Base	\$25.00	Base	\$30.00	
Electric- Residential- per Motor	Change	/Motor	\$1.50	/Motor	\$2.00	
Electric- Residential- per Opening	Change	/Opening	\$0.25	/Opening	\$0.30	
Electric- Residential- per Panel/Sub Panel	Change	/Panel /Sub Panel	\$10.00	/Panel /Sub Panel	\$15.00	
Lawn Mowing	Change	/Job	Varies	/Job	Varies	Lawn Mowing is now a Contracted Service. Depends on Job.
Mechanical- Commercial- Replace/Upgrade	No Change	Flat Fee	\$50.00	Flat Fee	\$50.00	
Mechanical- Commercial - Ea. Up to 4 units	No Change	/Unit	\$50.00	/Unit	\$50.00	

EXHIBIT A - SCHEDULE OF FEES
DEPARTMENT: BUILDING INSPECTION

ITEM	CATEGORY	CURRENT		PROPOSED		FEE NOTES
		UNIT	FEE	UNIT	FEE	
Mechanical- Commercial- Ea. add'l unit over 4	Change	/Unit	\$10.00	/Unit	\$15.00	
Mechanical- Residential- Replace/Upgrade	No Change	Flat Fee	\$30.00	Flat Fee	\$30.00	
Mechanical- Residential- First unit	Change	/Unit	\$30.00	/Unit	\$40.00	
Mechanical- Residential- Ea. Add'l unit	Change	/Unit	\$10.00	/Unit	\$15.00	
Plumbing- Commercial - Add'l up to \$40,000	Change	EA	Base + .1% of project	EA	\$50.00	
Plumbing- Commercial- Add'l above \$40,000	No Change	EA	.025% of amt > \$40K	EA	.025% of amt > \$40K	
Plumbing- Commercial Minimum/Base	Change	Base	\$30.00	Base	\$50.00	
Plumbing- Multi Family- Per unit over 4	Change	/Unit	\$10.00	/Unit	\$15.00	
Plumbing- Multi-Family- Per unit up to 4	Change	/Unit	\$15.00	/Unit	\$20.00	
Plumbing- Multi-Family-Base	Change	Base	\$30.00	Base	\$40.00	

EXHIBIT A - SCHEDULE OF FEES
DEPARTMENT: BUILDING INSPECTION

ITEM	CATEGORY	CURRENT		PROPOSED		FEE NOTES
		UNIT	FEE	UNIT	FEE	
Plumbing- Residential Minimum/Base	Change	Base	\$25.00	Base	\$40.00	
Plumbing- Residential SFD/Duplex-Base	Change	Base	\$30.00	Base	\$40.00	
Plumbing- Residential SFD/Duplex- Ea. Add'l Baths	Change	/Bath	\$5.00	/Bath	\$7.00	
Pool Permit- First \$1000 of valuation	Change	First \$1000	\$15.00	First \$1000	\$25.00	
Pool Permit- Ea. Add'l \$1000 or fraction thereof	No Change	/\$1000	\$5.00	/\$1000	\$5.00	
Property Maintenance Books	Eliminate	EA	\$10.00			
Reinspection Fee	Change	HR	\$25.00	HR	\$50.00	Minimum of 1 hour
Sign Permit- Base	Change	Base	\$10.00	Base	\$25.00	
Sign Permit- Add'l per sq. ft.	Change	/SF	\$0.50	/SF	\$0.75	
Fence Permit	Change	Flat Fee	\$25.00	Flat Fee	\$30.00	

EXHIBIT A - SCHEDULE OF FEES
DEPARTMENT: BUILDING INSPECTION

ITEM	CATEGORY	CURRENT		PROPOSED		FEE NOTES
		UNIT	FEE	UNIT	FEE	
Moving Permit Base Fee	No Change	Flat Fee	\$200.00	Flat Fee	\$200.00	\$200 permit fee
Moving Permit per Mile Fee	No Change	/ Mile	\$200.00	/ Mile	\$200.00	\$200 / Mile; assessed by the nearest 10th of a mile
Moving Permit Staff Fee	No Change	/ Person	\$150.00	/ Person	\$150.00	\$150 / person
Demo- Residential	No Change	Flat Fee	\$50.00	Flat Fee	\$50.00	
Demo- Commercial	No Change	Flat Fee	\$100.00	Flat Fee	\$100.00	
Completion/Change of Contractor	No Change	Per	\$250.00	Per	\$250.00	
Resubmittal Plan Review Fees- Commercial	Change	EA	\$0.00	EA	1/2 Permit Fee	Reference Municipal Code 11.04.03
Revision Plan Review Fees- Commercial	Change	EA	\$0.00	EA	\$50.00	Reference Municipal Code 11.04.03
Work w/o Permit	No Change	EA	Double Permit Fee	EA	Double Permit Fee	

EXHIBIT A - SCHEDULE OF FEES
DEPARTMENT: ELECTRIC

ITEM	CATEGORY	CURRENT		PROPOSED		FEE NOTES
		UNIT	FEE	UNIT	FEE	
Poly-Phase Meter Test	No Change	EA	\$50.00	EA	\$50.00	
Single Phase Meter Test	Change	EA	\$30.00	EA	\$50.00	
Re-Inspection	New			HR	\$100.00	1 Hour Minimum
Call Out - Customer Issue	New			HR	\$100.00	1 Hour Minimum

EXHIBIT A - SCHEDULE OF FEES
DEPARTMENT: ENGINEERING

ITEM	CATEGORY	CURRENT		PROPOSED		FEE NOTES
		UNIT	FEE	UNIT	FEE	
Grading Permit (0-4.99 Acres)	Change	EA	\$50.00	EA	\$100.00	Admin cost + review
Grading Permit (5-10 Acres)	Change	EA	\$100.00	EA	\$150.00	Admin cost + review
Grading Permit (More than 10 Acres)	No Change	EA	\$200.00		\$200.00	Admin cost + review
Retaining Wall Permit	Change	EA	\$25.00	EA	\$100.00	Admin cost + review
Re-Inspection Fee	New			HR	\$100.00	Fee for re-inspecting
Floodplain Development Permit	Change	EA	\$0.00	EA	\$100.00	Admin cost + review

EXHIBIT A - SCHEDULE OF FEES
DEPARTMENT: FIRE

ITEM	CATEGORY	CURRENT		PROPOSED		FEE NOTES
		UNIT	FEE	UNIT	FEE	
Construction Permit - New Construction-fire sprinkler system 105.7.1	NEW			SF	.05 per square ft.	50,000 sq ft. maximum
Construction Permit - Remodel or Tenant in-fill-fire sprinkler system 105.7.1	NEW			EA	\$58.00	
Construction Permit - Sprinkler modification with no building modifications 105.7.1	NEW			EA	\$58.00	
Construction Permit - Kitchen hood and duct suppression 105.7.1	NEW			EA	\$145 + \$72(x)	\$145 for 1 hood 72.50 for each additional
Construction Permit - New Construction Fire Alarm 105.7.2	NEW			SF	.04 per square ft.	50,000 sq ft. maximum
Construction Permit - Tenant in-fill or Remodel Fire Alarm 105.7.2	NEW			EA	\$58.00	
Construction Permit - Fire Alarm modification with no building modifications 105.7.2	NEW			EA	\$58.00	
Construction Permit - Misc. Fire protection - Protection systems required by 105.7.1 and 105.7.2 not specifically covered in this fee schedule	NEW			EA	\$58.00	
Operational Permit - Blasting and explosives 105.6.1	NEW			EA	\$58.00	
Operational Permit - Commercial open burning 105.6.2	NEW			EA	\$58.00	

EXHIBIT A - SCHEDULE OF FEES
DEPARTMENT: FIRE

ITEM	CATEGORY	CURRENT		PROPOSED		FEE NOTES
		UNIT	FEE	UNIT	FEE	
Operational Permit - Temporary reclassification of buildings for assembly use 105.6.4	NEW			EA	\$58.00	
Operational Permit - Temporary membrane structure and tent 106.6.5	NEW			EA	\$58.00	
Operational Permit - Special Events 105.6.6	NEW			EA	\$58.00	
Operational Permit - Special Amusement 105.6.7	NEW			EA	\$58.00	
Operational Permit - Open flame use 105.6.3	NEW			EA	\$58.00	
Plan Review resubmittal fee 113.6	NEW			EA	1/2 of original permit price	
Plan Review revision fee 113.7	NEW			HR	\$58.00	1 Hour Minimum
Reinspection fee 109.5	NEW			HR	\$58.00	1 Hour Minimum

EXHIBIT A - SCHEDULE OF FEES
DEPARTMENT: LIBRARY

ITEM	CATEGORY	CURRENT		PROPOSED		FEE NOTES
		UNIT	FEE	UNIT	FEE	
Annual Fee - Non Resident	Change	EA	\$15.00	EA	\$15.00	
Lost or damaged/non-usable materials	No Change	EA	Cost + fine+ \$5.00	EA	Cost + fine+ \$5.00	
Overdues: all library materials per day	No Change	/DAY	\$.10/day; \$2.00 Max	/DAY	\$.10/day; \$2.00 Max	\$2.00/item maximum; Ordinance No. 2012-30
Multi-part replacement (CD, DVD, etc.)	No Change	EA	\$5.00	EA	\$5.00	
Purchase of supplies	No Change	EA	Varies	EA	Varies	Cost-recovery fee - misc supplies/materials
Damaged (usable) library materials	No Change	EA	\$5.00	EA	\$5.00	
Interlibrary loans	No Change	EA	\$2.00	EA	\$2.00	
Library card - Replacement	No Change	EA	\$1.00	EA	\$1.00	
Photocopy/black and white	No Change	/PAGE	\$0.15	/PAGE	\$0.15	
Photocopy/color	No Change	/PAGE	\$0.30	/PAGE	\$0.30	

EXHIBIT A - SCHEDULE OF FEES
DEPARTMENT: LIBRARY

ITEM	CATEGORY	CURRENT		PROPOSED		FEE NOTES
		UNIT	FEE	UNIT	FEE	
Overdues: special library materials per day	No Change	/DAY /ITEM	\$1/day/item; \$10 Max	/DAY /ITEM	\$1/day/item; \$10 Max	\$10.00/item maximum
Technology Fee	No Change	/EVENT	\$10.00	/EVENT	\$10.00	
Long Overdue/Administration Fee: Collection Agency	No Change	EA	\$10.00	EA	\$10.00	Cost-recovery fee
Administration Fee: Damage to property/facility	No Change	EA	Varies	EA	Varies	Cost-recovery fee - repairs to property, facility, cleaning, etc....
Administration Fee: Staff support	New			/HR	\$50.00	Cost-recovery fee - staff support

EXHIBIT A - SCHEDULE OF FEES
DEPARTMENT: PLANNING

ITEM	CATEGORY	CURRENT		PROPOSED		FEE NOTES
		UNIT	FEE	UNIT	FEE	
Large Scale Development	Change	EA	\$275.00			Replaced with more specific Large Scale Developmnet fees
Large Scale Development < 5000 SF	Change			EA	\$400.00	For development less than 5,000 SF
Large Scale Development =>5000 SF	Change			EA	\$800.00	For developments equal to or greater than 5,000 SF
Large Scale Development Residential of 25 units or less	Change			EA	\$400.00	
Large Scale Development Residential of 26 units or more	Change			EA	\$800.00	
Maps	Eliminate	EA	\$15.00			
Preliminary Plat	Change	FEE + /LOT	\$425 +\$1 per lot			Replaced with more specific Preliminaty Plat fees
Preliminary Plat Non-Residential	Change			EA	\$800.00	
Preliminary Plat Residential of 29 units or less	Change			EA	\$400.00	
Preliminary Residential of 30 units or more	Change			EA	\$800.00	

EXHIBIT A - SCHEDULE OF FEES
DEPARTMENT: PLANNING

ITEM	CATEGORY	CURRENT		PROPOSED		FEE NOTES
		UNIT	FEE	UNIT	FEE	
Rezoning	Change	EA	\$275.00	EA	\$350.00	
Custom Maps	No Change	/HR	\$5.00	/HR	\$5.00	
Board of Adjustment/Appeal	Change	EA	\$125.00	EA	\$150.00	
Board of Adjustment/Variance	Change	EA	\$125.00	EA	\$150.00	
Conditional Use	Change	EA	\$125.00	EA	\$150.00	
Final Plat	Change	FEE + /LOT	\$200 +\$1 per lot			Replaced with more specific Final Plat fees
Final Plat Non-Residential	Change			EA	\$800.00	
Final Plat Residential of 29 units or less	Change			EA	\$400.00	
Final Plat Residential of 30 units or more	Change			EA	\$800.00	
Lot Split/ Property Line Adjustment	No Change	EA	\$125.00	EA	\$125.00	

EXHIBIT A - SCHEDULE OF FEES
DEPARTMENT: PLANNING

ITEM	CATEGORY	CURRENT		PROPOSED		FEE NOTES
		UNIT	FEE	UNIT	FEE	
Ordinance/Subdivision Manual	Eliminate	EA	\$30.00			
Vacation - Alley/Easements	Change	EA	\$50.00	EA	\$125.00	
Outdoor Vending Permit	No Change	EA	\$125.00	EA	\$125.00	
Incidental Subdivision	Change	EA	\$125.00	EA	\$150.00	
Planned Unit Development/Planned Residential Development	Change	EA	\$275.00	EA	\$350.00	
Residential Child Care Conditional Use Permit	No Change	EA	\$125.00	EA	\$125.00	
Waiver	New			EA	\$125.00	

EXHIBIT A - SCHEDULE OF FEES
DEPARTMENT: POLICE

ITEM	CATEGORY	CURRENT		PROPOSED		FEE NOTES
		UNIT	FEE	UNIT	FEE	
VIN Verification Checks	Eliminate	EA	\$25.00			
Accident Reports	Change	EA	\$5.00	EA	\$10.00	Available Online
Accident Reports in State per page	No Change	/PAGE	\$0.06	/PAGE	\$0.06	
Crime Reports	Change	EA	\$5.00	/PAGE	\$0.06	
Crime Reports in State per page	No Change	/PAGE	\$0.06	/PAGE	\$0.06	
Shelter Fee	No Change	DAY	\$15.00	/DAY	\$15.00	Existing Fee. Cap of 6 days which equals \$90.00
Fingerprinting	No Change	/PERSON	\$10.00	/PERSON	\$10.00	
Warrant Service Fees	Change		\$25.00		District Court	Refer to District Court Fee Schedule

EXHIBIT A - SCHEDULE OF FEES
DEPARTMENT: PUBLIC WORKS

ITEM	CATEGORY	CURRENT		PROPOSED		FEE NOTES
		UNIT	FEE	UNIT	FEE	
Grave Opening (Holidays)	Change	EA	\$650.00	EA	\$900.00	
Grave Opening (Sun-Mon 12:00pm)	Change	EA	\$550.00	EA	\$900.00	
Grave Opening/Closing (M-F)	Change	EA	\$350.00	EA	\$650.00	
Grave Opening/Closing (Sat)	Change	EA	\$450.00	EA	\$800.00	
Cemetery Space in New North Section	No Change	/PLOT	\$300.00	/PLOT	\$300.00	
Cremation Niche	No Change	EA	\$100.00	EA	\$100.00	
Cremation Opening/Closing	Change	EA	\$100.00	EA	\$150.00	
Field Usage	No Change	EA	\$50.00	EA	\$50.00	
Mausoleum - Floor Level	No Change	EA	\$1,600.00	EA	\$1,600.00	
Mausoleum - Middle Level	No Change	EA	\$1,400.00	EA	\$1,400.00	

EXHIBIT A - SCHEDULE OF FEES
DEPARTMENT: PUBLIC WORKS

ITEM	CATEGORY	CURRENT		PROPOSED		FEE NOTES
		UNIT	FEE	UNIT	FEE	
Mausoleum - Ceiling Level	No Change	EA	\$1,200.00	EA	\$1,200.00	
Stone Setting Fee	New			HR	\$75.00	1 Hour Minimum

EXHIBIT A - SCHEDULE OF FEES
DEPARTMENT: SEWER

ITEM	CATEGORY	CURRENT		PROPOSED		FEE NOTES
		UNIT	FEE	UNIT	FEE	
Air compressor	No Change	/HR	\$50.00	/HR	\$50.00	1 Hour Minimum
Sewer Backhoe Hourly Charge	No Change	/HR	\$75.00	/HR	\$75.00	1 Hour Minimum
Sewer Camera Inspection - Existing lines	No Change	/HR	\$125.00	/HR	\$125.00	1 Hour Minimum
Sewer Dump Truck Hourly Charge	New Fee			/HR	\$100.00	1 Hour Minimum
Sewer Hydro-Jet Cleaning Truck	No Change	/HR	\$100.00	/HR	\$100.00	1 Hour Minimum
Sewer Mini-Excavator Hourly Charge	New Fee			/HR	\$75.00	1 Hour Minimum
Sewer Taps	Change	EA	\$125.00	EA	\$150.00	
Sewer Track-hoe Hourly Charge	New Fee			/HR	\$100.00	1 Hour Minimum
Sewer Vacuum Test	Eliminate	/HR	\$50.00			
Re-Inspection Fee	Change	HR	Varies	/HR	\$100.00	1 Hour Minimum

EXHIBIT A - SCHEDULE OF FEES
DEPARTMENT: STREET

ITEM	CATEGORY	CURRENT		PROPOSED		FEE NOTES
		UNIT	FEE	UNIT	FEE	
Right of Way Permit	New			EA	\$75.00	
Boring or Jacking Permit	No Change	EA	Varies; \$750 Min.	EA	Varies; \$750 Min.	\$750 Minimum
Curb Replacement	No Change	LF	\$15.00	LF	\$15.00	\$100 Minimum
Sidewalk Replacement	Change	SY	\$28.00	SY	\$45.00	\$100 Minimum
Street Replacement	No Change	SY	\$72.00	SY	\$72.00	
Signage- Double Post w.Stop Sign & St Names	Change	EA	\$125.00	EA	\$225.00	
Signage- Double Post with Street Names	Change	EA	\$100.00	EA	\$200.00	
Signage- Single Post with Stop Sign	Change	EA	\$60.00	EA	\$125.00	
After Hours Fee	Change	HR	\$30.00	HR	\$50.00	
Re-Inspection Fee	New			HR	\$100.00	

EXHIBIT A - SCHEDULE OF FEES
DEPARTMENT: UTILITY BILLING

ITEM	CATEGORY	CURRENT		PROPOSED		FEE NOTES
		UNIT	FEE	UNIT	FEE	
Disconnect for Non-pay	No Change	EA	\$15.00	EA	\$15.00	
Meter Deposit - Large Power	Change	EA	\$500.00	EA	\$8,750.00	Approx 40% ave bill
Meter Deposit - Medium	New	EA		EA	\$2,900.00	Average bill for class
Meter Deposit - Residential	Change	EA	\$100.00	EA	\$200.00	Average bill for class
Meter Deposit - Small Commercial	Change	EA	\$200.00	EA	\$800.00	Average bill for class
Non-pay Deposits	No Change	EA	\$15.00	EA	\$15.00	
Reconnect for Non-pay	No Change	EA	\$15.00	EA	\$15.00	
Trash Bags	Eliminate	/ROLL	\$8.00			No longer sell trash bags
Service Fee	No Change	EA	\$15.00	EA	\$15.00	
After Hours Fee	No Change	EA	\$15.00	EA	\$15.00	

EXHIBIT A - SCHEDULE OF FEES
DEPARTMENT: UTILITY BILLING

ITEM	CATEGORY	CURRENT		PROPOSED		FEE NOTES
		UNIT	FEE	UNIT	FEE	
Garage Sale Permit	Eliminate	EA	\$5.00			
Returned Check Fee	No Change	EA	\$20.00	EA	\$20.00	
Same Day Fee	No Change	EA	\$15.00	EA	\$15.00	

EXHIBIT A - SCHEDULE OF FEES
DEPARTMENT: WASTEWATER

ITEM	CATEGORY	CURRENT		PROPOSED		FEE NOTES
		UNIT	FEE	UNIT	FEE	
Re-Inspection	New			HR	\$100.00	1 Hour Minimum
Bagged compost	Change	/BAG	\$3.00	/BAG	\$4.00	
Screened Compost	Change	CY	\$16.00	CY	\$20.00	
Unscreened Compost	No Change	CY	\$12.00	CY	\$12.00	Free to Bentonville Residents, when available
Unscreened Compost (BULK)	Change	CY	\$10.00	CY	\$20.00	All residents pay \$20 bulk rate
Raw Wood Mulch	Change	CY	\$8.00	CY	FREE to Residents	Free to Bentonville Residents, when available
Raw Wood Mulch (BULK)	New			10 CY or More	\$20.00	Free to Bentonville Residents, when available
Composted Wood Hulls	Change	CY	\$6.00	CY	\$8.00	Free to Bentonville Residents, when available
Composted Wood Hulls (BULK)	New			10 CY or More	\$20.00	
cubic yd. wood mulch compost	Eliminate	CY	\$6.00			

EXHIBIT A - SCHEDULE OF FEES
DEPARTMENT: WASTEWATER

ITEM	CATEGORY	CURRENT		PROPOSED		FEE NOTES
		UNIT	FEE	UNIT	FEE	
cubic yd. wood mulch compost (bulk)	Eliminate	CY	\$4.00			
Greenwaste Dump truck GVW < 16,000 lbs.	Eliminate	EA	\$25.00			
Greenwaste Dump truck GVW 17 K-33K	Eliminate	EA	\$45.00			
Greenwaste Dumptruck GVW >34K	Eliminate	EA	\$65.00			
Greenwaste hauler - Full size truck	Eliminate	EA	\$8.00			
Greenwaste hauler - Light truck	Eliminate	EA	\$6.00			
Greenwaste hauler - Super Duty truck	Eliminate	EA	\$10.00			
Greenwaste trailer up to 6 feet	Eliminate	EA	\$6.00			
Greenwaste trailer over 10 ft up to 12 ft	Eliminate	EA	\$12.00			
Greenwaste trailer over 12 ft up to 14 ft	Eliminate	EA	\$14.00			

EXHIBIT A - SCHEDULE OF FEES
DEPARTMENT: WASTEWATER

ITEM	CATEGORY	CURRENT		PROPOSED		FEE NOTES
		UNIT	FEE	UNIT	FEE	
Greenwaste trailer over 14 ft up to 16 ft	Eliminate	EA	\$16.00			
Greenwaste trailer over 16 ft	Eliminate	EA	\$20.00			
Greenwaste trailer over 6 ft up to 8 ft	Eliminate	EA	\$8.00			
Greenwaste trailer over 8 ft up to 10 ft	Eliminate	EA	\$10.00			
Pallets	Eliminate	EA	\$1.00			
Significant Industrial User (SIU) Permit (triennial permit)	Change	EA	\$0.00	EA	\$1,065.00	
FOG, Septic and WAS Haulers permits (biannual permit)	Change	EA	\$100.00	EA	\$220.00	
Manifest Books	No Change	EA	\$13.50	EA	\$13.50	
Industrial /FSE Sampling	New			EA	\$164.00	Offset cost of Administrative, Sampling and Lab Testing

EXHIBIT A - SCHEDULE OF FEES
DEPARTMENT: WATER

ITEM	CATEGORY	CURRENT		PROPOSED		FEE NOTES
		UNIT	FEE	UNIT	FEE	
Water Backhoe Hourly Charge	No Change	/HR	\$75.00	/HR	\$75.00	
Water Dump Truck Hourly Charge	New Fee			/HR	\$100.00	1 Hour Minimum
Water Mini Excavator Hourly Charge	New Fee			/HR	\$75.00	1 Hour Minimum
Survey Locate Fee	Change	/HR	\$25.00	/HR	\$50.00	1 Hour Minimum
Water Track-hoe Hourly Charge	New Fee			/HR	\$100.00	1 Hour Minimum
Water Meter Test Fee	No Change	EA	\$50.00	EA	\$50.00	
Water Tap - 1" Service	Change	EA	\$1,100.00	EA	\$1,200.00	
Water Tap - 2" Service	Change	EA	\$3,000.00	EA	\$3,300.00	
Water Tap - 5/8" Service	Change	EA	\$1,000.00	EA	\$1,100.00	
Water Tap - Double 5/8 Service	Change	EA	\$1,200.00	EA	\$1,400.00	

EXHIBIT A - SCHEDULE OF FEES
DEPARTMENT: WATER

ITEM	CATEGORY	CURRENT		PROPOSED		FEE NOTES
		UNIT	FEE	UNIT	FEE	
Backflow Permit - Domestic	No Change	EA	\$25.00	EA	\$25.00	
Backflow Permit- Commercial	No Change	EA	\$50.00	EA	\$50.00	
Fire Hydrant Flow Tests	Change	EA	\$50.00	EA	\$100.00	
Water Tap- 1" only	No Change	EA	\$50.00	EA	\$50.00	
Water Tap- Single 5/8 to Double	Change	EA	\$350.00	EA	\$600.00	
Road Bores	No Change	LF	\$20.00	LF	\$20.00	
Water Tap - 12" Tap Only	No Change	EA	\$600.00	EA	\$600.00	
Water Tap - 4" Tap Only	No Change	EA	\$175.00	EA	\$175.00	
Water Tap - 6" Tap Only	No Change	EA	\$350.00	EA	\$350.00	
Water Tap - 8" Tap Only	No Change	EA	\$500.00	EA	\$500.00	

EXHIBIT A - SCHEDULE OF FEES
DEPARTMENT: WATER

ITEM	CATEGORY	CURRENT		PROPOSED		FEE NOTES
		UNIT	FEE	UNIT	FEE	
Water/Sewer Specifications	No Change	EA	\$30.00	EA	\$30.00	Only for printing and binding, Free to download on website
Re-Inspection Fees	No Change	HR	Varies	/HR	\$100.00	1 Hour Minimum

EXHIBIT B - SCHEDULE OF PERMIT FEES
DEPARTMENT: BUILDING INSPECTION

VALUATION FROM TO		CURRENT FEE	PROPOSED FEE
\$1.00	\$1,000.00	No fee, unless inspection required, in which case a \$15 fee for each inspection shall be charged.	\$30.00 Minimum
\$1,001.00	\$50,000.00	\$15 for the first \$1000 plus \$5 for each additional thousand or fraction thereof, to and including \$50,000.00	\$30 for the first \$1000 plus \$5 for each additional thousand or fraction thereof, to and including \$50,000.00
\$50,001.00	\$100,000.00	\$260 for the first \$50,000 plus \$4 for each additional thousand or fraction thereof, to and including \$100,000.00.	\$330 for the first \$50,000 plus \$4 for each additional thousand or fraction thereof, to and including \$100,000.00.
\$100,001.00	\$500,000.00	\$460 for the first \$100,000 plus \$3 for each additional thousand or fraction thereof, to and including \$500,000.00	\$580 for the first \$100,000 plus \$3 for each additional thousand or fraction thereof, to and including \$500,000.00
\$500,001.00		\$1660.00 for the first \$500,000 plus \$2 for each additional thousand or fraction thereof.	\$2120.00 for the first \$500,000 plus \$2 for each additional thousand or fraction thereof.



EXHIBIT C – NEW FEES AND DESCRIPTIONS

Administration Fee Staff Support (Library). This is a cost-recovery fee for staff time to provide services during non-operational hours, at outreach events, for professional training or other work performed outside the normal scope of library services. An example scenario is use of the Library's meeting rooms during "off hours." Approval of professional staff services and implementation of said fee is at the discretion of the library director and shall carry a fee of the most current amount established by City Council.

Call Out – Customer Issue (Electric). Fee applied to any afterhour's call-out that is due to any customer issue past/beyond the meter base (i.e. tripped breaker, ect.) and will carry a fee of the most current amount established by City Council.

Compost Wood Hulls – BULK (Wastewater). BULK purchasing of more than 10 Cubic Yards and shall carry a fee of the most current amount established by City Council.

Industrial/FSE Sampling (Wastewater). Ordinance # 2012-65. A fee of \$164 dollars or the most current amount establish by the City of Bentonville Council. This will pay for sampling and testing of one time sampling event for an industry or a Food Service Establishment.

Raw Wood Mulch (Wastewater). BULK purchasing of more than 10 Cubic Yards and shall carry a fee of the most current amount established by City Council.

Re-Inspection Fee (Engineering, Building Inspections). All additional inspections made necessary due to failure to comply with applicable code requirements shall be hereby designated as "Re-Inspections" and shall carry a re-inspection fee of the most current amount established by City Council.

Stone Setting Fee (Public Works). This fee covers the cost of locating and marking out head stones at the Bentonville Cemetery and will carry a fee of the most current amount established by City Council.

Dump Truck Hourly Charge (Water & Sewer). This is a cost recovery fee to establish an hourly cost for use of a dump truck during construction or repair.

Mini-Excavator Hourly Charge (Water & Sewer). This is a cost recovery fee to establish an hourly cost for use of a mini-excavator during construction or repair.

Track-hoe Hourly Charge (Water & Sewer). This is a cost recovery fee to establish an hourly cost for use of a track-hoe during construction or repair.

EXHIBIT D – NEW FEE FOR UTILITY BILLING

Ordinance 2005-116 Changes

Section 8: That the Bentonville Municipal Code, section 10.32.01A “Deposits and Transfer Fees” should be and the same hereby amended to read as follows:

- A. No electric, water or sewer connections shall be made and no trash pickup service shall be started by the City until the following deposits have been made with the City:

Residential Deposit:

Service	Level 0	Level 1	Level 2
Electric, Water, Sewer & Trash	\$0	\$200	\$400
Electric	\$0	\$100	\$200
Water, Sewer, Trash	\$0	\$100	\$200
Trash Only	\$0	\$20	\$40
Irrigation	\$0	\$50	\$100

Level 0:

Using City of Bentonville utility records- the customer currently has service with the City of Bentonville or had service that ended within the last twelve months and meets the requirements for their security deposit to be refunded, no current past due balances and has not had a balance turned over to a collection agency in the last seven years.

Using credit and identity verification service records, scoring model determines the customer’s deposit should be waived.

Level 1 (standard deposit):

Using City of Bentonville utility records- the customer has not had service with the City of Bentonville or if the customer has had service with the City of Bentonville and that service history does not meet the requirements to have their security deposit waived nor has history requiring a higher deposit (level 2) . Using credit and identity verification service records, scoring model determines the customer’s deposit level should not be waived.

Level 2:

Using City of Bentonville utility records- the customer has had service with the City of Bentonville and they have had one or more accounts turned over to a collection agency or written off due to bankruptcy within the last seven years or currently have an outstanding utility bill more than fifteen days past due. Using credit and identity verification service records, scoring model determines the customer’s deposit should be higher than the standard deposit.

Customer refuses to provide the information necessary to process a credit scoring model request.

Commercial Deposit:

Service	Level 0	Level 1	Level 2
Electric, Water, Sewer & Trash	\$0	\$800	\$1,600
Electric	\$0	\$400	\$800
Water, Sewer, Trash	\$0	\$400	\$800
Trash Only	\$0	\$25	\$50
Irrigation	\$0	\$100	\$200

The deposit levels will be determined using the same criteria as the residential account, although a credit scoring model may not be available for commercial accounts.

A commercial customer's security deposit may be higher if the actual or estimated average utility bill at a location is greater than the minimum. For a "level 1" deposit, the amount would be equal to one month's average utility bill. For a "level 2" deposit, the amount would be equal to two times the average monthly utility bill. After twelve bills have been issued, the customer may request for their security deposit amount be reviewed. Should the deposit amount be determined to be greater than the average bill, the City will refund the excess deposit to the customer's account. In lieu of a cash security deposit, a customer may elect to provide an Irrevocable Commercial Letter of Credit.

Medium Commercial Deposit:

Service	Level 0	Level 1	Level 2
Electric, Water, Sewer & Trash	\$0	\$2,900	\$5,800
Electric	\$0	\$2,500	\$5,000
Water, Sewer, Trash	\$0	\$400	\$800
Trash Only	\$0	\$25	\$50
Irrigation	\$0	\$100	\$200

The deposit levels will be determined using the same criteria as the residential account, although a credit scoring model may not be available for commercial accounts.

A medium commercial customer's security deposit may be higher if the actual or estimated average utility bill at a location is greater than the minimum. For a "level 1" deposit, the amount would be equal to one month's average utility bill. For a "level 2" deposit, the amount would be equal to two times the average monthly utility bill. After twelve bills have been issued, the customer may request for their security deposit amount be reviewed. Should the deposit amount be determined to be greater than the average bill, the City will refund the excess deposit to the customer's account. In lieu of a cash security deposit, a customer may elect to provide an Irrevocable Commercial Letter of Credit.

Large Power Deposit:

Service	Level 0	Level 1	Level 2
Electric, Water, Sewer & Trash	\$0	\$8,750	\$17,500
Electric	\$0	\$7,500	\$15,000
Water, Sewer, Trash	\$0	\$1,000	\$2,000
Trash Only	\$0	\$250	\$500
Irrigation	\$0	\$100	\$200

The deposit levels will be determined using the same criteria as the residential account, although a credit scoring model may not be available for commercial accounts.

A large power customer's security deposit may be higher if the actual or estimated average utility bill at a location is greater than the minimum. For a "level 1" deposit, the amount would be equal to one month's average utility bill. For a "level 2" deposit, the amount would be equal to two times the average monthly utility bill. After twelve bills have been issued, the customer may request for their security deposit amount be reviewed. Should the deposit amount be determined to be greater than the average bill, the City will refund the excess deposit to the customer's account. In lieu of a cash security deposit, a customer may elect to provide an Irrevocable Commercial Letter of Credit.

ORDINANCE NO.: _____

**AN ORDINANCE ESTABLISHING AND AMENDING
CERTAIN FEES AND PERMITS FOR THE CITY OF
BENTONVILLE.**

WHEREAS, the City of Bentonville has determined it necessary to review the current fees and permits;

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

Section 1: That the attached Exhibit A: Schedule of Fees; Exhibit B: Schedule of Permit Fees; Exhibit C: New Fees and Descriptions; and Exhibit D: New Fees for Utility Billing, three copies of which are on file with the City Clerk and which have been advertised and made available for public review and inspection prior to passage, are hereby adopted by reference as though they were copied herein fully.

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

Section 3: If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

Section 4: This ordinance shall be in full force and effect from and after the 13th day of March 2018.

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:

February 13, 2018

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with Ecological Design Group for the design and construction observation for improvements at Bella Vista Lake Park.

COST TO CITY:

Cost of this Request: \$56,500

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: February 1, 2018
Re: City Council approval of a resolution authorizing the Mayor and City Clerk enter into an agreement with Ecological Design Group for improvements at Bella Vista Lake Park.

Parks and Recreation is seeking City Council's approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with Ecological Design Group for improvements at Bella Vista Lake Park. The value of the agreement is \$56,500.

In December 2017, City Council accepted a grant from the Walton Family Foundation that provided funding for a number of improvements on the Razorback Greenway. Since finalizing the grant agreement, Parks and Recreation Staff has worked to separate this extensive list of projects into multiple packages. Each of these packages will have different design teams and will bid as separate projects. This council item and agreement represents one of these packages and identifies three projects that will occur on the most northern section of the Greenway. Two of these three work areas are within the boundaries of Bella Vista Lake Park.

First, the project allows for the design and construction of a new parking lot at Bella Vista Lake. The current parking lot on the northeast side of the lake is in need of repair. It is much larger than what is actually needed in this area. We intend to replace the current asphalt with concrete, provide additional greenspace, and improve the trail connection to increase pedestrian safety. Another improvement is the removal and reconstruction of the trail on the south side of the lake. With the number of flood events in recent years, this area of trail continues to be washed out. We intend to remove the current trail and reconstruct it further from the bank of the creek. Finally, it allows for the removal and reconstruction of a small section of trail on the Wishing Spring Trail of the Greenway.

It is important to note the design of the parking lot and the reconstruction of the trail must go "hand-in-hand" with the master plan of Bella Vista Lake. EDG is one of the design firms working on the Bella Vista Lake master plan. Their selection for this project was logical choice for our team because of the continuity it provides in these two projects. While this design project cannot be finalized and bid until after the City Council determines the future of the park, some of the ground work can be performed during the master plan study that benefits both projects. It also puts our team in position that as soon

as the Council determines the future of the park, we can move forward with construction and begin making the immediate impact this park deserves.

All funds for this agreement are covered via the grant from the Walton Family Foundation.

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



January 30, 2018

Mr. David Wright
Director, City of Bentonville Parks and Recreation
215 SW A Street
Bentonville, AR 72712

Re: Lake Bella Vista North Parking Lot and Trail Improvements
Bentonville, Arkansas

Dear David:

Per your request, Ecological Design Group, Inc. (EDG) is pleased to submit a proposal for providing professional landscape architectural and civil engineering services for the above-mentioned project. This proposal is based on our discussion Thursday, January 18 and Monday, January 29, 2018.

SCOPE OF WORK

The purpose of the services proposed herein is to provide professional landscape architectural and civil engineering services for the above-mentioned project including, but not limited to the following items: Access and parking for approximately 75 cars and accompanying connecting sidewalks, trail and landscape. In addition, EDG will facilitate and include geotechnical investigation and recommendations for the parking area. Existing Conditions and topographical survey information will be provided by the City of Bentonville. The location and design of this parking area will be integrated to the concept of the overall improvements to Lake Bella Vista Park.

EDG will design the relocation of approximately 875 linear feet of 12' concrete trail along the south side of Lake Bella Vista (reference attachment A).

EDG will design trail improvements along Wishing Springs trail south of W. McNelly Road (reference attachment B).

The above scope of work will include, but not limited to: meetings and coordination, site visits, schematic design, design development, construction documents, specifications, cost estimate, bidding and negotiations and construction administration.

Landscape Architectural and Civil Engineering Services Parking Lot:

A. Schematic/Design Development Drawings:

- I. Schematic/Design Development plans including all hardscape and softscape components:
 - a. Using the innovative stormwater ideas to drive the site design create:
 - b. Indicating grading and drainage opportunities that will enhance the site landscape design and work in concert with overall concept for Lake Bella Vista.
 - c. Rendered site plan and sketches as necessary for graphic representation of the design intent;
 - d. Opinion of probable construction cost.

B. Design Development / City Entitlement / Large Scale Development (LSD) Submittal Phase:

Ecological Design Group, Inc. | 314 S. Third Street Rogers, Arkansas 72756 | www.ecologicaldg.com

1. Project coordination and attendance and participation in meetings with the project team. All meetings are assumed to be located in Bentonville, Arkansas.
2. Perform preliminary design calculations, including stormwater management design, infrastructure development, and site layout design.
3. Prepare preliminary drainage report in accordance with the City of Bentonville Drainage Criteria Manual for submittal to the City as part of the LSD submittal.
4. Prepare existing conditions plan based on the information obtained from the surveyor.
5. Prepare preliminary layout plan drawings that include access drive alignments & dimensions, parking lot layout, and easement locations including dimensional information as required.
6. Prepare grading and drainage plan drawings that include locations of stormwater management facilities as well as site grading.
7. Submit LSD package for City of Bentonville review.
8. Attend and participate in public meetings limited to the PC Review meeting and Planning Commission meeting.
9. Attend and participate in any required meetings with the City of Bentonville technical staff.
10. Revise and resubmit LSD drawings to the City of Bentonville based on City review comments.

C. Construction Drawings:

Using the approved Design Development / LSD drawings, EDG shall perform the following tasks during the Construction Document phase:

1. Provide stamped civil site construction drawings including, but not limited to the following drawings:
 - a. Site Preparation and Demolition Plans
 - b. Tree Preservation Plans
 - c. Site Layout Plans
 - d. Landscape Plans
 - e. Site Grading & Drainage Plans
 - f. Erosion Control Plans
 - g. Site Details
 - h. Site Stormwater Details
 - i. Site Details
2. Attend and participate in meetings with the project team. All meetings are assumed to be located in Bentonville, Arkansas.
3. Perform final design calculations, including stormwater management design, infrastructure development, and site layout design.
4. Develop final drainage report and calculations for submittal to the City of Bentonville.
5. Provide technical specifications for site pavements, earthwork, site concrete, erosion control measures, and all sitework included in our scope of work.
6. Submit Construction drawings and specifications to the City of Bentonville Engineering department for final Pre-con approval.

D. Construction Administration:

1. Perform Construction Administration (submittal, shop drawing review, review and respond to RFI requests) along with periodic site visits during construction.

Ecological Design Group, Inc. | 314 S. Third Street Rogers, Arkansas 72756 | www.ecologicaldg.com

Landscape Architectural and Civil Engineering Services Lake Bella Vista Trail and Wishing Springs trail improvements:

A. Construction Drawings:

Coordinating with City of Bentonville staff EDG shall provide construction drawings for trail improvements as described above. EDG shall perform the following tasks during the Construction Document phase:

- I. Provide stamped civil site construction drawings including, but not limited to the following drawings:
 - a. Site Preparation and Demolition Plans
 - b. Tree Preservation Plans
 - c. Site Layout Plans
 - d. Landscape Plans
 - e. Trail Plan and Profiles
 - f. Site Grading & Drainage Plans
 - g. Erosion Control Plans
 - h. Site Details
 - i. Site Stormwater Details
 - j. Site Details
2. Attend and participate in meetings with the project team. All meetings are assumed to be located in Bentonville, Arkansas.
3. Submit Construction drawings and specifications to the City of Bentonville Engineering department for final Pre-con approval.

B. Construction Administration:

- I. Perform Construction Administration (submittal, review pay applications, shop drawing review, review and respond to RFI requests) along with periodic site visits during construction.

Assumptions:

1. Available existing conditions and topographic survey shall be provided to EDG by the Client.
2. Available environmental studies and/or reports shall be provided to EDG by the Client.
3. EDG's scope of work does not include design of site retaining walls over 4 ft. in height. This service shall be provided by the geotechnical engineer or structural engineer and if required will be paid for out of the site structural engineering allowance listed.
4. EDG's scope of work does not include structural engineering for any site features that may be required for the owner's program or site design. Any structural engineering needed to support the site design shall be performed by a licensed structural engineer and will be paid for out of the site structural engineering allowance listed below.
5. EDG's scope of work does not include a traffic study or signalized intersection design. If this service will be required for this project it shall be paid for by the client, and EDG will coordinate closely with traffic engineer to coordinate the design of the street intersection.
6. EDG's scope of work does not permitting through the Corps of Engineers. If this service will be required for this project it shall be paid for by the client by addendum to this proposal.

REMUNERATION

We propose to perform the work described above for the Lake Bella Vista Parking lot on a lump sum basis:

Task A: No. 1	\$ 8,000.00
Task B: No. 1-10	\$ 13,000.00
Task C: No. 1-6	\$ 18,000.00
Task D: No. 1	\$ 3,000.00
Subtotal	\$ 42,000.00

Allowances:

Site Structural Engineering not to exceed	\$ 3,000.00
Geotechnical Investigation and paving recommendations	\$ 2,500.00
Subtotal Parking Lot	\$ 47,500.00

We propose to perform the work described above for the Lake Bella Vista and Wishing Springs trail improvements on a lump sum basis:

Task A: No. 1-3	\$ 8,000.00
Task B: No. 1	\$ 1,000.00
Subtotal Trail Improvements	\$ 9,000.00

Total **\$ 56,500.00**

* Plus reimbursable expenses

A. Hourly Rates

Any tasks or scope items required by the Client that are not included in the above listed task items will be considered Additional Services. Any Additional Services will be charged on the bases of time and materials using the Standard Hourly Rate Schedule listed below. Additional Services will be approved by the Client in writing prior to proceeding.

Standard Hourly Rate Schedule:

Principal Landscape Architect	\$130.00
Principal Civil Engineer	\$130.00
Project Manager Landscape Architect	\$120.00
Project Manager Civil Engineer	\$120.00
Landscape Architect	\$110.00
Civil Engineer	\$110.00
Civil Engineer Intern	\$ 85.00
Illustrator/Graphics Designer	\$ 80.00
Landscape Designer	\$ 75.00
CAD Technician	\$ 60.00
Technical/Clerical	\$ 50.00

B. Reimbursable Expenses:

1. The Client shall, in addition to payment of the fee, reimburse the Consultant for expenditures made for such items as, surveys, drawings and reports necessary to conduct the work and not otherwise furnished by the Client; computer plots; reproductions; prints; postage; mileage (\$0.54/mile). Reimbursable expenses will be billed at 1.0 times direct cost.

*Reimbursement Expenses shall not exceed 3% of the Basic Service Fee

We sincerely thank you for the opportunity to submit this proposal and look forward to working with you on this project. Your signature in the space provided on this proposal, returned to us, will indicate agreement and permit us to proceed with the project immediately.

Respectfully submitted,

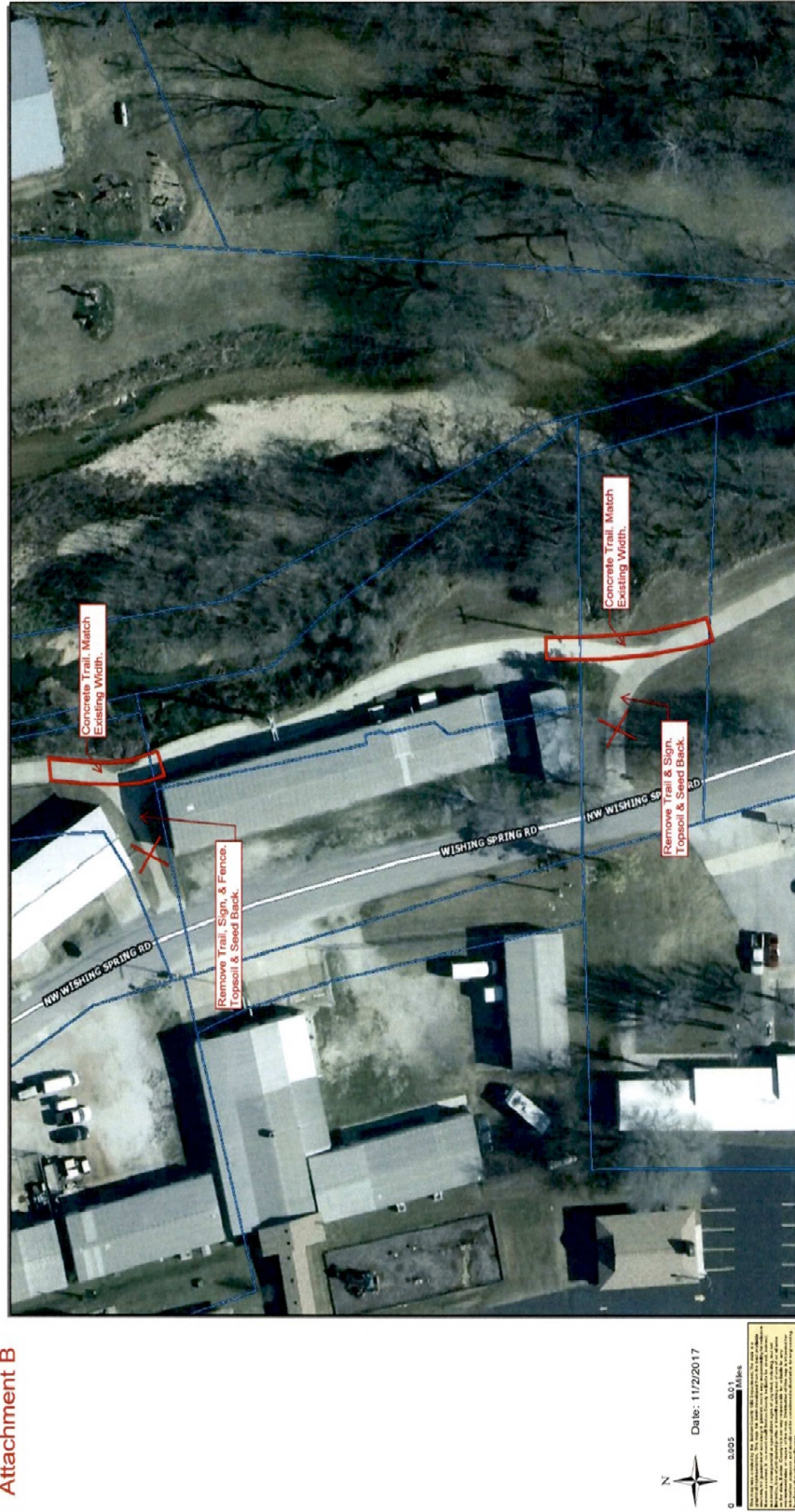
ECOLOGICAL DESIGN GROUP, INC.



Martin L. Smith, PLA
Principal

Accepted: _____ Date: _____

Attachment B



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT FOR WITH
ECOLOGICAL DESIGN GROUP FOR THE DESIGN AND
CONSTRUCTION OBSERVATION OF IMPROVEMENTS
AT BELLA VISTA LAKE 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 a professional services agreement with Ecological Design Group for the design and construction observation of improvements at Bella Vista Lake Park, in an amount not to exceed \$56,500.00, plus approved reimbursable expenses, 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		
☒	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

February 13, 2018

Submitted by:

Charles Chadwick

Department

Airport Manager

Phone

271-3168

ACTION REQUIRED:

A Resolution approving the following item and authorizing the Mayor and Clerk to execute same on behalf of the City of Bentonville: Addendum to Bentonville Municipal Airport Land Lease Agreement. TAR & DOK

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



**MEMORANDUM RELATING TO DOCUMENT PRESENTATION CONCERNING TAR & DOK DEVELOPMENT,
LLC AND THE BENTONVILLE MUNICIPAL AIRPORT**

MEMORANDUM TO: Bentonville City Council

MEMORANDUM FROM: Charles "Chuck" Chadwick, Airport Manager, Bentonville Municipal Airport

DATE: February 2, 2018

Four different resolutions are requested in this package. They all relate to TAR & DOK Development, LLC.

TAR & DOK leases property at the airport. They are in the process of building a hangar on the west side of the airport that will be serviced by the new west side taxiway. As part of a financing package with Arvest Bank, TAR & DOK needed certain documents approved by this Council. I have been involved in the negotiating and preparation of all documents presented to this Council. I am very familiar with the purpose and effect of the documents. I believe they are appropriate in this situation and they do not reduce the City's position in any way.

ADDENDUM

In reviewing the lease agreement, I realized that the lease agreement never had a specific legal description attached to the lease. Although, the leased area was mentioned in general terms, there was never a specific legal description. Since the tenant has had substantial engineering work performed, we were able to obtain a very specific legal description and have prepared a document entitled "ADDENDUM TO BENTONVILLE MUNICIPAL AIRPORT LAND LEASE AGREEMENT". That document is specific to the lease agreement with TAR & DOK and provides the specificity that is needed. I request approval of that document. The Airport Advisory Board approved the document at its most recent meeting on January 25, 2018.

CANCELLATION OF GROUND LEASE ASSIGNMENT

In reviewing internal documents to assure we had the correct "chain of title", I became aware of an Assignment of Lease whereby TAR & DOK assigned its interest in the lease to Effectual Assets, LLC. After bringing that to everyone's attention, it was decided that the Assignment of the Lease was in error and TAR & DOK was to remain the tenant. This document was prepared to reverse that error and place the leasehold rights back with TAR & DOK. I request approval of that document. The Airport Advisory Board approved the document at its most recent meeting on January 25, 2018.

MEMORANDUM OF LAND LEASE AGREEMENT

This document is very common in banking and loan transactions when a lender seeks to secure its loan via a mortgage on the leasehold right. This document will more than likely be filed in the land records at the Benton County Courthouse as to put everyone "on notice" of the Land Lease Agreement and in conjunction with a Leasehold Mortgage I anticipate Arvest Bank will file. I request approval of that document. The Airport Advisory Board approved the document at its most recent meeting on January 25, 2018.

LANDLORD ESTOPPEL AND NON-DISTURBANCE AGREEMENT

A Landlord in our situation normally executes this document when a lender wishes to confirm that the Tenant is in good standing on a lease and not in default in any way. That is the "Estoppel" portion of the document. The Non-Disturbance portion of the agreement allows the lender or its successor to succeed to the position of the Tenant under the lease. I have confirmed that the Tenant is in good standing and not in default under any of the terms of the Lease Agreement.

I request approval of that document. The Airport Advisory Board approved the document at its most recent meeting on January 25, 2018.

**ADDENDUM TO BENTONVILLE MUNICIPAL AIRPORT
LAND LEASE AGREEMENT**

THIS ADDENDUM entered in this ___ day of _____, 201___, between the City of Bentonville, hereinafter referred to as "Lessor," and TAR & DOK Development, LLC, hereinafter referred to as "Lessee."

WHEREAS, the Lessor and Lessee entered into a certain BENTONVILLE MUNICIPAL AIRPORT LAND LEASE AGREEMENT dated March 9, 2017, hereinafter referred to as "Lease Agreement", and;

WHEREAS, the Lease Agreement refers to the LEASEHOLD which was to be more particularly as set out in the attached Exhibit A, and;

WHEREAS, the parties mistakenly failed to attach Exhibit A to the Lease Agreement at the time of execution of the Lease Agreement and at the time of approval before the Bentonville City Council, and;

WHEREAS, the parties wish to correct that mistake.

NOW, THEREFORE, the Parties hereto agree as follows:

That this Addendum to Bentonville Municipal Airport Land Lease Agreement and any Exhibits hereto, shall become part of the Lease Agreement, and;

That attached hereto is Exhibit A consisting of a type written legal description of the Leasehold property along with a two page drawing reflecting the survey of the meets and bounds and placement of the Leasehold, said drawings more accurately identified as Townsley Exhibit Sheet 1 of 2 and Townsley Exhibit Sheet 2 of 2.

IT IS SO AGREED.

LESSOR:

CITY OF BENTONVILLE,
MAYOR Bob McCaslin

Attest: _____
CITY CLERK Linda Spence

LESSEE:

TAR & DOK Development, LLC
Owner/Company Name

Signature: _____

Printed Name: _____

Title: _____

ACKNOWLEDGMENT

State of Arkansas)
)ss
County of Benton)

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 26th day of January, 2018.

Notary Public

9-14-26
My Commission Expires



**EXHIBIT A
LEGAL DESCRIPTION**

A hangar building to be constructed and to be known as 2505 SW "I" Street, being a portion of Lot 1 of Thaden Addition to the City of Bentonville as recorded in Plat Book 2010, Page 188 in the public records of Benton County, Arkansas, being described by metes and bounds as follows:

COMMENCING at the Northwest corner of said Lot 1;

THENCE along the East Right-of-Way of "I" Street as shown on said Thaden Addition, the following six courses;

1. South 02°08'39" West 442.52 feet;
2. South 02°04'27" West 99.37 feet;
3. South 00°04'59" West 364.10 feet;
4. South 02°28'26" West 120.30 feet;
5. South 27°29'55" West 27.51 feet;
6. South 02°04'27" West 617.05 feet;

THENCE leaving said Right-of-Way, South 87°35'36" East a distance of 185.55 feet more or less, to a point on the most exterior wall being the Southwest corner of said hangar building to be constructed, also being the **POINT OF BEGINNING**;

THENCE along the Westerly exterior wall, North 02°24'24" East a distance of 90.00 feet to the Northwest corner of said hangar building to be constructed;

THENCE along the Northerly exterior wall, South 87°35'36" East a distance of 80.00 feet to the Northeast corner of said hangar building to be constructed;

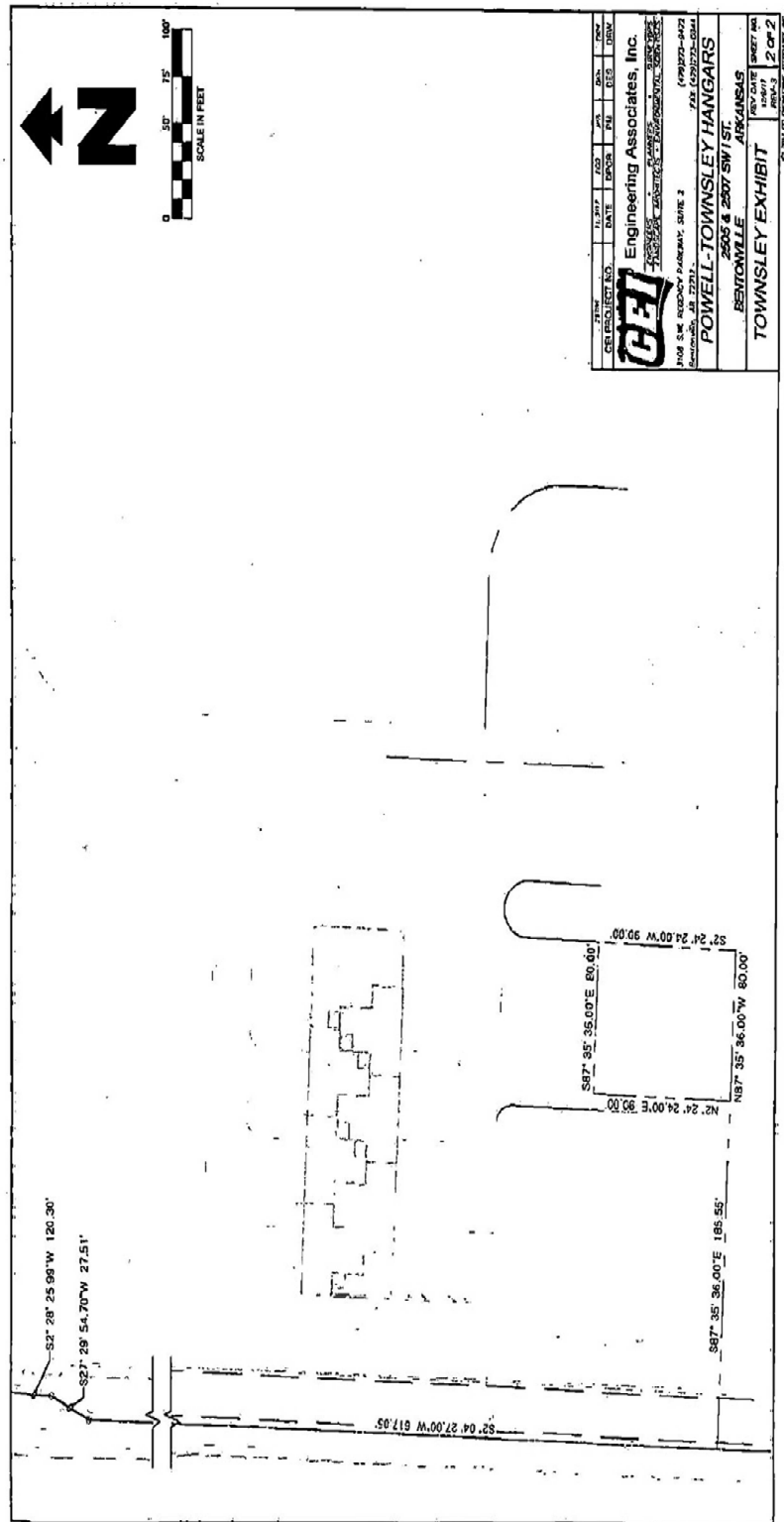
THENCE along the Easterly exterior wall, South 02°24'24" West a distance of 90.00 feet to the Southeast corner of said hangar building to be constructed;

THENCE along the Southerly exterior wall, North 87°35'36" West a distance of 80.00 feet the **POINT OF BEGINNING**, containing 7,200 square feet, or 0.16 acres more or less.

The basis of bearing used for this description is based on said Thaden Addition to the City of Bentonville as recorded in Plat Book 2010, Page 188. Bearings along the exterior walls are based on the orientation of the hangar building to be constructed according to the Large Scale Development plans provided by CEI Engineering Associates, Inc., Job No. 29706, Site Plan - Sheet 2 and the distances along the exterior walls of the hangar building to be constructed are based on drawing plans provided by Burris Architecture, Job No. 16074, Sheet A1.0.

EXHIBIT A

5589626.3



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN ADDENDUM TO BENTONVILLE MUNICIPAL AIRPORT LAND LEASE WITH LESSEE, TAR & DOK DEVELOPMENT, LLC FOR THE PURPOSE TO PROVIDE A MORE ACCURATE LEGAL DESCRIPTION OF CERTAIN LEASEHOLD PROPERTY LOCATED AT THE BENTONVILLE MUNICIPAL AIRPORT.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to execute the proposed Addendum to Bentonville Municipal Airport Land Lease Agreement with Lessee, TAR & DOK Development, LLC, for the purpose to provide a more accurate legal description of the leasehold associated with the Lease Agreement between The City of Bentonville, as Lessor, and TAR & DOK Development, LLC, as Lessee, dated March 9, 2017, for property located on at the Bentonville Municipal Airport.

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

PASSED and APPROVED this _____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 13, 2018

Submitted by:

Charles Chadwick

Department

Airport Manager

Phone

271-3168

ACTION REQUIRED:

A Resolution approving the following item and authorizing the Mayor and Clerk to execute consent on behalf of the City of Bentonville: 1) Cancellation of Ground Lease Assignment originally dated June 27, 2017 between TAR & DOK Development, LLC and Effectual Assets, LLC.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



**MEMORANDUM RELATING TO DOCUMENT PRESENTATION CONCERNING TAR & DOK DEVELOPMENT,
LLC AND THE BENTONVILLE MUNICIPAL AIRPORT**

MEMORANDUM TO: Bentonville City Council

MEMORANDUM FROM: Charles "Chuck" Chadwick, Airport Manager, Bentonville Municipal Airport

DATE: February 2, 2018

Four different resolutions are requested in this package. They all relate to TAR & DOK Development, LLC.

TAR & DOK leases property at the airport. They are in the process of building a hangar on the west side of the airport that will be serviced by the new west side taxiway. As part of a financing package with Arvest Bank, TAR & DOK needed certain documents approved by this Council. I have been involved in the negotiating and preparation of all documents presented to this Council. I am very familiar with the purpose and effect of the documents. I believe they are appropriate in this situation and they do not reduce the City's position in any way.

ADDENDUM

In reviewing the lease agreement, I realized that the lease agreement never had a specific legal description attached to the lease. Although, the leased area was mentioned in general terms, there was never a specific legal description. Since the tenant has had substantial engineering work performed, we were able to obtain a very specific legal description and have prepared a document entitled "ADDENDUM TO BENTONVILLE MUNICIPAL AIRPORT LAND LEASE AGREEMENT". That document is specific to the lease agreement with TAR & DOK and provides the specificity that is needed. I request approval of that document. The Airport Advisory Board approved the document at its most recent meeting on January 25, 2018.

CANCELLATION OF GROUND LEASE ASSIGNMENT

In reviewing internal documents to assure we had the correct "chain of title", I became aware of an Assignment of Lease whereby TAR & DOK assigned its interest in the lease to Effectual Assets, LLC. After bringing that to everyone's attention, it was decided that the Assignment of the Lease was in error and TAR & DOK was to remain the tenant. This document was prepared to reverse that error and place the leasehold rights back with TAR & DOK. I request approval of that document. The Airport Advisory Board approved the document at its most recent meeting on January 25, 2018.

MEMORANDUM OF LAND LEASE AGREEMENT

This document is very common in banking and loan transactions when a lender seeks to secure its loan via a mortgage on the leasehold right. This document will more than likely be filed in the land records at the Benton County Courthouse as to put everyone "on notice" of the Land Lease Agreement and in conjunction with a Leasehold Mortgage I anticipate Arvest Bank will file. I request approval of that document. The Airport Advisory Board approved the document at its most recent meeting on January 25, 2018.

LANDLORD ESTOPPEL AND NON-DISTURBANCE AGREEMENT

A Landlord in our situation normally executes this document when a lender wishes to confirm that the Tenant is in good standing on a lease and not in default in any way. That is the "Estoppel" portion of the document. The Non-Disturbance portion of the agreement allows the lender or its successor to succeed to the position of the Tenant under the lease. I have confirmed that the Tenant is in good standing and not in default under any of the terms of the Lease Agreement.

I request approval of that document. The Airport Advisory Board approved the document at its most recent meeting on January 25, 2018.

CANCELATION OF GROUND LEASE ASSIGNMENT

DATED _____, __, 2018
EFFECTIVE AS OF JUNE 27, 2017

A. On March 9, 2017, The City of Bentonville, Arkansas ("Landlord") and TAR & DOK Development, LLC (the "Tenant") entered into a Bentonville Municipal Airport Land Lease Agreement (the "Ground Lease") pursuant to which Tenant leased the premises more fully described therein (the "Premises").

B. Tenant intends to construct an airplane hangar on the Premises, and desires to sublease the airplane hangar to Effectual Assets, LLC (the "Subleasee") pursuant to a hangar sublease agreement (the "Sublease Agreement") to be entered into by and between Tenant and Subleasee.

C. Tenant mistakenly assigned its rights in the Ground Lease to the Subleasee pursuant to an Assignment of Ground Lease Agreement dated June 27, 2017 (the "Ground Lease Assignment"), rather than having entered into a Hangar Sublease with the Subleasee.

D. Tenant and Subleasee now desire to void and cancel the Ground Lease Assignment, so that the parties may subsequently enter into a Hangar Sublease.

NOW, THEREFORE, Tenant and Subleasee hereby agree as follows:

Void and Cancellation of Ground Lease Assignment. The Ground Lease Assignment is hereby canceled effective for all purposes as of June 27, 2017 and is void *ab initio* and of no force and effect. The Tenant shall give notice of this Cancellation to the Landlord.

IN WITNESS WHEREOF, Tenant and Subleasee execute and deliver this Cancellation of Ground Lease Assignment this ____ day of _____, 2018, but effective for all purposes as of June 27, 2017.

TENANT:

SUBLESEE:

TAR & DOK DEVELOPMENT, LLC

EFFECTUAL ASSETS, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Tim Delle
President

Chadman T. Delaney
Member / Manager

IN WITNESS WHEREOF, the undersigned has consented to the foregoing Cancellation of Ground Lease Assignment as of the Effective Date.

LANDLORD:
CITY OF BENTONVILLE, ARKANSAS

By: _____ Date _____
Bob McCaslin, Mayor

ATTEST:

Linda Spence, City Clerk Date _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONSENT TO CANCELATION OF GROUND LEASE ASSIGNMENT AT BENTONVILLE MUNICIPAL AIRPORT BETWEEN, TAR & DOK DEVELOPMENT, LLC AND EFFECTUAL ASSETS, LLC. FOR THE PURPOSE TO ALLOW TAR & DOK AND EFFECTUAL ASSETS, LLC, TO CORRECT AN ERROR IN THE ASSIGNMENT OF CERTAIN LEASEHOLD PROPERTY LOCATED AT THE BENTONVILLE MUNICIPAL AIRPORT.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to execute the consent section of the proposed Cancellation of Ground Lease Assignment at Bentonville Municipal Airport dated June 27, 2017, between TAR & DOK DEVELOPMENT, LLC and EFFECTUAL ASSETS, LLC, for the purpose to allow TAR & DOK DEVELOPMENT, LLC and EFFECTUAL ASSETS, LLC, to correct an error in the previous Assignment of certain leasehold property located at the Bentonville Municipal Airport.

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

PASSED and APPROVED this _____ day of _____, 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:

February 13, 2018

Submitted by:

Charles Chadwick

Department

Airport Manager

Phone

271-3168

ACTION REQUIRED:

A Resolution authorizing the Mayor to execute a Memorandum of Land Lease Agreement with TAR & DOK Development, LLC., as it relates to property located at the Bentonville Municipal Airport.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



**MEMORANDUM RELATING TO DOCUMENT PRESENTATION CONCERNING TAR & DOK DEVELOPMENT,
LLC AND THE BENTONVILLE MUNICIPAL AIRPORT**

MEMORANDUM TO: Bentonville City Council

MEMORANDUM FROM: Charles "Chuck" Chadwick, Airport Manager, Bentonville Municipal Airport

DATE: February 2, 2018

Four different resolutions are requested in this package. They all relate to TAR & DOK Development, LLC.

TAR & DOK leases property at the airport. They are in the process of building a hangar on the west side of the airport that will be serviced by the new west side taxiway. As part of a financing package with Arvest Bank, TAR & DOK needed certain documents approved by this Council. I have been involved in the negotiating and preparation of all documents presented to this Council. I am very familiar with the purpose and effect of the documents. I believe they are appropriate in this situation and they do not reduce the City's position in any way.

ADDENDUM

In reviewing the lease agreement, I realized that the lease agreement never had a specific legal description attached to the lease. Although, the leased area was mentioned in general terms, there was never a specific legal description. Since the tenant has had substantial engineering work performed, we were able to obtain a very specific legal description and have prepared a document entitled "ADDENDUM TO BENTONVILLE MUNICIPAL AIRPORT LAND LEASE AGREEMENT". That document is specific to the lease agreement with TAR & DOK and provides the specificity that is needed. I request approval of that document. The Airport Advisory Board approved the document at its most recent meeting on January 25, 2018.

CANCELLATION OF GROUND LEASE ASSIGNMENT

In reviewing internal documents to assure we had the correct "chain of title", I became aware of an Assignment of Lease whereby TAR & DOK assigned its interest in the lease to Effectual Assets, LLC. After bringing that to everyone's attention, it was decided that the Assignment of the Lease was in error and TAR & DOK was to remain the tenant. This document was prepared to reverse that error and place the leasehold rights back with TAR & DOK. I request approval of that document. The Airport Advisory Board approved the document at its most recent meeting on January 25, 2018.

MEMORANDUM OF LAND LEASE AGREEMENT

This document is very common in banking and loan transactions when a lender seeks to secure its loan via a mortgage on the leasehold right. This document will more than likely be filed in the land records at the Benton County Courthouse as to put everyone "on notice" of the Land Lease Agreement and in conjunction with a Leasehold Mortgage I anticipate Arvest Bank will file. I request approval of that document. The Airport Advisory Board approved the document at its most recent meeting on January 25, 2018.

LANDLORD ESTOPPEL AND NON-DISTURBANCE AGREEMENT

A Landlord in our situation normally executes this document when a lender wishes to confirm that the Tenant is in good standing on a lease and not in default in any way. That is the "Estoppel" portion of the document. The Non-Disturbance portion of the agreement allows the lender or its successor to succeed to the position of the Tenant under the lease. I have confirmed that the Tenant is in good standing and not in default under any of the terms of the Lease Agreement.

I request approval of that document. The Airport Advisory Board approved the document at its most recent meeting on January 25, 2018.

MEMORANDUM OF LAND LEASE AGREEMENT
(Bentonville Municipal Airport)

THIS MEMORANDUM OF LEASE is made effective for all purposes as of _____, 20____, by and between the CITY OF BENTONVILLE, ARKANSAS, (the "Lessor"), and TAR & DOK DEVELOPMENT, LLC, an Arkansas limited liability company ("Lessee").

1. Lease. Lessor and Lessee entered into that certain Bentonville Municipal Airport Land Lease Agreement dated as of March 9, 2017, as amended by that certain Addendum to Bentonville Municipal Airport Land Lease Agreement dated as of _____, 20____ (together, the "Lease").

2. Term of Lease. The term of the Lease began on March 9, 2017 and ends at midnight on March 9, 2061.

3. Leased Premises. In consideration of the payments set forth in the Lease, Lessor thereby leased to Lessee that certain property located in Benton County, Arkansas, as more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the "Leased Premises").

4. Successors and Assigns. The terms, covenants and provisions of the Lease shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee.

5. No Modification of Lease. This Memorandum does not in any way modify the terms of the Lease or any modification thereof.

6. Counterparts. This Memorandum of Lease may be executed in a number of identical counterparts which, taken together, shall constitute collectively one agreement; but in making proof of this Memorandum of Lease, it shall not be necessary to produce or account for more than one such counterpart executed by the party to be charged.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Lease to be effective as of the date first written above.

LESSOR:

CITY OF BENTONVILLE, ARKANSAS

By: _____
Mayor

STATE OF ARKANSAS)
) ss: ACKNOWLEDGMENT
COUNTY OF BENTON)

On this day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, the within named **Bob McCaslin**, to me personally well known, who stated that he was the Mayor of the City of **Bentonville, Arkansas**, a city of the first class, and stated and acknowledged that he was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of the City and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 20____.

Notary Public

My commission expires:

(S E A L)

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Lease to be effective as of the date first written above.

LESSEE:

TAR & DOK DEVELOPMENT, LLC
An Arkansas limited liability company

By: [Redacted Signature]
Timothy E. Oelke, Manager

STATE OF Arkansas)
COUNTY OF Washington) ss:

ACKNOWLEDGMENT

On this day, personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, **TIMOTHY E. OELKE**, to me well known, who acknowledged that he was the Manager of **TAR & DOK DEVELOPMENT, LLC**, an Arkansas limited liability company, and stated and acknowledged that he was duly authorized as such officer to execute the foregoing instrument for and in the name and behalf of said limited liability company and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 26th day of January, 2018.

[Redacted Signature]
Notary Public

My commission expires: 9-14-26

(S E A L)



**EXHIBIT A
LEGAL DESCRIPTION**

A hangar building to be constructed and to be known as 2505 SW "T" Street, being a portion of Lot 1 of Thaden Addition to the City of Bentonville as recorded in Plat Book 2010, Page 188 in the public records of Benton County, Arkansas, being described by metes and bounds as follows:

COMMENCING at the Northwest corner of said Lot 1;

THENCE along the East Right-of-Way of "T" Street as shown on said Thaden Addition, the following six courses:

1. South 02°08'39" West 442.52 feet;
2. South 02°04'27" West 99.37 feet;
3. South 00°04'59" West 364.10 feet;
4. South 02°28'26" West 120.30 feet;
5. South 27°29'55" West 27.51 feet;
6. South 02°04'27" West 617.05 feet;

THENCE leaving said Right-of-Way, South 87°35'36" East a distance of 185.55 feet more or less, to a point on the most exterior wall being the Southwest corner of said hangar building to be constructed, also being the **POINT OF BEGINNING**;

THENCE along the Westerly exterior wall, North 02°24'24" East a distance of 90.00 feet to the Northwest corner of said hangar building to be constructed;

THENCE along the Northerly exterior wall, South 87°35'36" East a distance of 80.00 feet to the Northeast corner of said hangar building to be constructed;

THENCE along the Easterly exterior wall, South 02°24'24" West a distance of 90.00 feet to the Southeast corner of said hangar building to be constructed;

THENCE along the Southerly exterior wall, North 87°35'36" West a distance of 80.00 feet the **POINT OF BEGINNING**, containing 7,200 square feet, or 0.16 acres more or less.

The basis of bearing used for this description is based on said Thaden Addition to the City of Bentonville as recorded in Plat Book 2010, Page 188. Bearings along the exterior walls are based on the orientation of the hangar building to be constructed according to the Large Scale Development plans provided by CEI Engineering Associates, Inc., Job No. 29706, Site Plan - Sheet 2 and the distances along the exterior walls of the hangar building to be constructed are based on drawing plans provided by Burris Architecture, Job No. 16074, Sheet A1.0.

EXHIBIT A

5589626.3

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF LAND LEASE AGREEMENT BETWEEN THE CITY OF BENTONVILLE, ARKANSAS, AS LESSOR, AND TAR & DOK DEVELOPMENT, LLC, AS LESSEE, CONCERNING CERTAIN LEASEHOLD PROPERTY LOCATED AT THE BENTONVILLE MUNICIPAL AIRPORT.

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

Section 1: That the Mayor is hereby authorized to execute the Memorandum of Land Lease Agreement between the City of Bentonville, Arkansas, as Lessor, and TAR & DOK DEVELOPMENT, LLC, as LESSEE, concerning certain leasehold property located at the Bentonville Municipal Airport, pursuant to a Lease Agreement originally dated March 9, 2017.

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		
XXXX Resolution		
Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

February 13, 2018

Submitted by:

Charles Chadwick

Department

Airport Manager

Phone

271-3168

ACTION REQUIRED:

A Resolution Authorizing the Mayor to execute a Landlord Estoppel and Non-Disturbance Agreement on behalf of the City of Bentonville as it relates to a land lease between The City of Bentonville, Arkansas and TAR & DOK Development, LLC , concerning property located at the Bentonville Municipal Airport.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



**MEMORANDUM RELATING TO DOCUMENT PRESENTATION CONCERNING TAR & DOK DEVELOPMENT,
LLC AND THE BENTONVILLE MUNICIPAL AIRPORT**

MEMORANDUM TO: Bentonville City Council

MEMORANDUM FROM: Charles "Chuck" Chadwick, Airport Manager, Bentonville Municipal Airport

DATE: February 2, 2018

Four different resolutions are requested in this package. They all relate to TAR & DOK Development, LLC.

TAR & DOK leases property at the airport. They are in the process of building a hangar on the west side of the airport that will be serviced by the new west side taxiway. As part of a financing package with Arvest Bank, TAR & DOK needed certain documents approved by this Council. I have been involved in the negotiating and preparation of all documents presented to this Council. I am very familiar with the purpose and effect of the documents. I believe they are appropriate in this situation and they do not reduce the City's position in any way.

ADDENDUM

In reviewing the lease agreement, I realized that the lease agreement never had a specific legal description attached to the lease. Although, the leased area was mentioned in general terms, there was never a specific legal description. Since the tenant has had substantial engineering work performed, we were able to obtain a very specific legal description and have prepared a document entitled "ADDENDUM TO BENTONVILLE MUNICIPAL AIRPORT LAND LEASE AGREEMENT". That document is specific to the lease agreement with TAR & DOK and provides the specificity that is needed. I request approval of that document. The Airport Advisory Board approved the document at its most recent meeting on January 25, 2018.

CANCELLATION OF GROUND LEASE ASSIGNMENT

In reviewing internal documents to assure we had the correct "chain of title", I became aware of an Assignment of Lease whereby TAR & DOK assigned its interest in the lease to Effectual Assets, LLC. After bringing that to everyone's attention, it was decided that the Assignment of the Lease was in error and TAR & DOK was to remain the tenant. This document was prepared to reverse that error and place the leasehold rights back with TAR & DOK. I request approval of that document. The Airport Advisory Board approved the document at its most recent meeting on January 25, 2018.

MEMORANDUM OF LAND LEASE AGREEMENT

This document is very common in banking and loan transactions when a lender seeks to secure its loan via a mortgage on the leasehold right. This document will more than likely be filed in the land records at the Benton County Courthouse as to put everyone "on notice" of the Land Lease Agreement and in conjunction with a Leasehold Mortgage I anticipate Arvest Bank will file. I request approval of that document. The Airport Advisory Board approved the document at its most recent meeting on January 25, 2018.

LANDLORD ESTOPPEL AND NON-DISTURBANCE AGREEMENT

A Landlord in our situation normally executes this document when a lender wishes to confirm that the Tenant is in good standing on a lease and not in default in any way. That is the "Estoppel" portion of the document. The Non-Disturbance portion of the agreement allows the lender or its successor to succeed to the position of the Tenant under the lease. I have confirmed that the Tenant is in good standing and not in default under any of the terms of the Lease Agreement.

I request approval of that document. The Airport Advisory Board approved the document at its most recent meeting on January 25, 2018.

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING TO BE RETURNED TO:

Jill Grimsley Drewyor
Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C.
5414 Pinnacle Point Drive, Suite 500
Rogers, Arkansas 72758
(479) 464-5655

LANDLORD ESTOPPEL AND NON-DISTURBANCE AGREEMENT

THIS LANDLORD ESTOPPEL AND NON-DISTURBANCE AGREEMENT, is entered into this ____ day of _____, 20____, by and among the CITY OF BENTONVILLE, ARKANSAS, an Arkansas municipality (hereinafter referred to as the "Landlord"), ARVEST BANK, an Arkansas banking corporation (hereinafter referred to as the "Bank"), and TAR & DOK DEVELOPMENT, LLC, an Arkansas limited liability company (hereinafter referred to as the "Tenant").

RECITALS:

A. Tenant has entered into that certain Bentonville Municipal Airport Land Lease Agreement dated as of March 9, 2017, as amended by that certain Addendum to Bentonville Municipal Airport Land Lease Agreement dated _____, 20____ (hereinafter referred to as the "Lease") with Landlord, covering certain premises more fully described in the Lease (the "Leased Premises"), which Premises are a part of that real property consisting of approximately 7,200 square feet marked and identified as 2505 S.W. I Street, Bentonville, Arkansas, as more particularly described on Exhibit A to the Lease;

B. The Leased Premises are located within the boundaries of the Bentonville Municipal Airport on the real property more particularly described on Exhibit A hereto (the "Real Property");

C. Bank has made a loan to Tenant, which is secured by that certain Leasehold Mortgage (with Future Advance Clause) filed of record in Benton County, Arkansas on _____, 20____ in Book _____ at Page _____ (the "Mortgage");

D. Bank has agreed to the extension of credit secured by the Mortgage subject to certain conditions, including receipt of this Landlord Estoppel and Non-Disturbance Agreement.

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Landlord confirms and agrees that the Lease is in full force and effect and there exists no defense or offset to enforcement of the Lease by Landlord and, to Landlord's knowledge, Tenant is not in default under the Lease. The Lease has not been canceled, modified, extended or amended. Landlord confirms that Tenant's obligation for payment of rent is as set forth on page 1 of the Lease. Rent is paid in advance in annual installments in the current

5589626.5

amount of \$0.21 per square foot (i.e. \$1,512 per annum), and Landlord confirms that Tenant has paid annual prorated rent for the 2017 lease year through December 31, 2017.

2. Landlord confirms and agrees with Bank that rents payable by Tenant under the Lease may be paid directly by Bank or by Bank's designee to Landlord upon default by Tenant under the Lease, the Mortgage or the other loan documents.

3. It is the express intent of the parties hereto that a foreclosure of the Mortgage or the exercise of any other remedies provided therein, or provided in any other instrument securing the indebtedness secured by the Mortgage, shall not, of itself, result in the termination of the Lease, but any purchaser or other grantee upon foreclosure of the Mortgage or conveyance in lieu of foreclosure shall thereby automatically succeed to the position of the Tenant under the Lease.

4. This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by the parties hereto, or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their successors and assigns.

5. This Agreement shall be construed in accordance with the laws of the State of Arkansas.

6. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the date and year first above written.

TENANT:

TAR & DOK DEVELOPMENT, LLC
an Arkansas limited liability company

By: 
Timothy E. Oelke, Manager

STATE OF ARKANSAS)
) ss:
COUNTY OF BENTON)

ACKNOWLEDGMENT

On this day, personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, **TIMOTHY E. OELKE**, to me well known, who acknowledged that he was the Manager of **TAR & DOK DEVELOPMENT, LLC**, an Arkansas limited liability company, and stated and acknowledged that he was duly authorized as such officer to execute the foregoing instrument for and in the name and behalf of said limited liability company and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and official seal this 26th day January, 2018.


Notary Public

My Commission Expires: 9-14-26

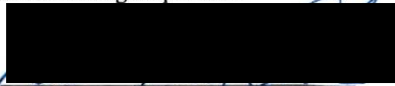
(SEAL)



IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the date and year first above written.

BANK:

ARVEST BANK
an Arkansas banking corporation

By: 
Kelly Carlson, Vice President-
Commercial Banker

STATE OF ARKANSAS)
) ss:
COUNTY OF BENTON)

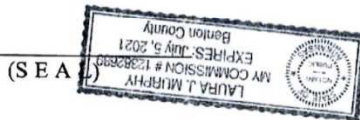
ACKNOWLEDGMENT

On this day, personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting **KELLY CARLSON**, to me well known, who acknowledged that he was the Vice President-Commercial Banker of **ARVEST BANK**, and stated and acknowledged that he was duly authorized as such officer to execute the foregoing instrument for and in the name and behalf of said bank and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and official seal this 26 day January, 2018.


Notary Public

My Commission Expires:



IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the date and year first above written:

LANDLORD:

CITY OF BENTONVILLE, ARKANSAS
an Arkansas municipality

By: _____
Name: _____
Title: _____

STATE OF ARKANSAS)
) ss:
COUNTY OF BENTON)

ACKNOWLEDGMENT

On this day, personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, _____, to me well known, who acknowledged that he/she was the _____ of the **CITY OF BENTONVILLE, ARKANSAS**, an Arkansas municipality, and stated and acknowledged that he/she was duly authorized as such to execute the foregoing instrument for and in the name and behalf of said municipality, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and official seal this ____ day _____, 20__.

My Commission Expires:

Notary Public

(S E A L)

**EXHIBIT A
LEGAL DESCRIPTION**

A hangar building to be constructed and to be known as 2505 SW "T" Street, being a portion of Lot 1 of Thaden Addition to the City of Bentonville as recorded in Plat Book 2010, Page 188 in the public records of Benton County, Arkansas, being described by metes and bounds as follows:

COMMENCING at the Northwest corner of said Lot 1;

THENCE along the East Right-of-Way of "T" Street as shown on said Thaden Addition, the following six courses:

1. South 02°08'39" West 442.52 feet;
2. South 02°04'27" West 99.37 feet;
3. South 00°04'59" West 364.10 feet;
4. South 02°28'26" West 120.30 feet;
5. South 27°29'55" West 27.51 feet;
6. South 02°04'27" West 617.05 feet;

THENCE leaving said Right-of-Way, South 87°35'36" East a distance of 185.55 feet more or less, to a point on the most exterior wall being the Southwest corner of said hangar building to be constructed, also being the **POINT OF BEGINNING**;

THENCE along the Westerly exterior wall, North 02°24'24" East a distance of 90.00 feet to the Northwest corner of said hangar building to be constructed;

THENCE along the Northerly exterior wall, South 87°35'36" East a distance of 80.00 feet to the Northeast corner of said hangar building to be constructed;

THENCE along the Easterly exterior wall, South 02°24'24" West a distance of 90.00 feet to the Southeast corner of said hangar building to be constructed;

THENCE along the Southerly exterior wall, North 87°35'36" West a distance of 80.00 feet the **POINT OF BEGINNING**, containing 7,200 square feet, or 0.16 acres more or less.

The basis of bearing used for this description is based on said Thaden Addition to the City of Bentonville as recorded in Plat Book 2010, Page 188. Bearings along the exterior walls are based on the orientation of the hangar building to be constructed according to the Large Scale Development plans provided by CBI Engineering Associates, Inc., Job No. 29706, Site Plan - Sheet 2 and the distances along the exterior walls of the hangar building to be constructed are based on drawing plans provided by Burris Architecture, Job No. 16074, Sheet A1.0.

EXHIBIT A

5589626.3

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LANDLORD ESTOPPEL AND NON-DISTURBANCE AGREEMENT IN RELATION TO A CERTAIN LAND LEASE AGREEMENT BETWEEN THE CITY OF BENTONVILLE, ARKANSAS, AS LESSOR, TAR & DOK DEVELOPMENT, LLC, AS LESSEE AND ARVEST BANK AS THE LENDER BANK, CONCERNING CERTAIN LEASEHOLD PROPERTY LOCATED AT THE BENTONVILLE MUNICIPAL AIRPORT.

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

Section 1: That the Mayor is hereby authorized to execute the Landlord Estoppel and Non-Disturbance Agreement between the City of Bentonville, Arkansas, as Lessor, TAR & DOK DEVELOPMENT, LLC, as LESSEE and ARVEST BANK as the Lender Bank, concerning certain leasehold property located at the Bentonville Municipal Airport, pursuant to a Lease Agreement originally dated March 9, 2017.

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		
XXXXX Resolution		
Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

February 13, 2018

Submitted by:

Charles Chadwick

Department

Airport Manager

Phone

271-3168

ACTION REQUIRED:

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO CONSENT TO AN ASSIGNMENT OF A LAND LEASE AGREEMENT FOR A HANGAR SITE LOCATED AT THE BENTONVILLE MUNICIPAL AIRPORT, from NWA, Hangar, LLC to N2 Hangars, LLC. The Resolution further authorizes an agreement within the assignment to incorporate an accurate legal description into the lease agreement by reference to a specific Exhibit "B".

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMORANDUM RELATING TO DOCUMENT PRESENTATION CONCERNING ASSIGNMENT OF LEASE
FROM NWA HANGAR, LLC TO N2 HANGARS, LLC.

MEMORANDUM TO: Bentonville City Council

MEMORANDUM FROM: Charles "Chuck" Chadwick, Airport Manager, Bentonville Municipal Airport

DATE: February 4, 2018

One Resolution is all I believe will be necessary for this transaction. It is a Resolution for Consent to an Assignment of a Land Lease Agreement. Originally, Huey Long on behalf of NWA Hangar, LLC had the subject Lease Agreement. In recent years, Mr. Long no longer has any legal interest in NWA Hangar, LLC and his interests have all transferred to Nick Dozier. Mr. Dozier did originally have an ownership interest in NWA Hangar, LLC. Mr. Dozier and Nathan Fairchild are now owners of N2 Hangars, LLC. and they wish to have the Lease transferred to the new company so they can continue the process of building an airplane hangar in the approximate size of 9,600 square feet¹.

I understand the project is before the Planning Commission with approval expected soon. N2 Hangars, LLC is ready to begin construction upon approval. The hangar will be on the west side of the runway and will be serviced by the new west side taxiway now under construction.

I have been involved in the preparation of the documents presented to this Council in this request. Both of the companies are in good standing according to the Arkansas Secretary of State's website, and I have been in communication with Nick Dozier's attorney and I have been provided all documents that I believe are necessary to track the ownership of the subject companies.

This Assignment is specific to the lease agreement and provides an additional amendment to the lease document so that all parties now have a specific legal description with surveyed information.

I am familiar with the purpose and effect of the document and I believe it is appropriate in this situation and it does not reduce the City's position in any way. The Airport Advisory Board approved the document at its most recent meeting on January 25, 2018. I therefore ask for approval of the assignment document and the associated Resolution.

¹ The Lease calls for leased space of 10,000 square feet. However, it appears the hangar will only be for 9,600 square feet. That is the reason for the difference in the lease payment calculations of 10,000 square feet set out in the Resolution and the 9,600 square feet set out in the legal description.

Assignment of Ground Lease Agreement

This assignment of a certain Lease Agreement (the "Assignment") is made this 5 day of February, 2018 between NWA Hanger, LLC (the "Assignor") and N2 Hangars, LLC (the "Assignee")

Effective the 5 day of February 2018 the Assignor hereby assigns to the Assignee, the certain Lease Agreement with Bentonville Municipal Airport, passed and approved by the City Council of Bentonville, Arkansas, by Resolution dated March 8, 2016, for property located at the Bentonville Municipal Airport, a copy of said Lease Agreement and Resolution is attached hereto as Exhibit "A". Said leasehold property, although not originally particularly described in Exhibit "A" hereto is now more particularly described in Exhibit "B" attached hereto.

The Assignee fully agrees to and accepts all terms and conditions of the Agreement. The Assignee agrees to honor and comply to the terms and conditions for the duration of the Agreement, and further agrees to honor and comply with all Bentonville Municipal Airport Rules and Regulations and FAA Advisory Circulars and mandates, as all may exist, be adopted and/or amended from time to time.

The parties hereto including the Lessor, agree that the attached Exhibit "B" is the correct legal description to be used as the real property which is the subject property of the attached lease reflected as Exhibit "A" hereto, and therefore should be made a part of the Lease Agreement, Exhibit "A" for all purposes.

Assignor:

By: [Redacted Signature] Date: 2-5-18
Nick Dozier, Managing Member
NWA Hanger, LLC

Assignee:

By: [Redacted Signature] Date: 2-5-18
Nick Dozier, Managing Member
N2 Hangars, LLC

This assignment is with the recommendation of the Airport Advisory Board and the consent and agreement of the City Council of Bentonville, AR, in accordance with the "Assignment" paragraph of the Agreement, attached hereto as Exhibit "A".

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

Attest: _____ Date: _____
Linda Spence
City Clerk

Acknowledgement

State of Arkansas)

) SS.

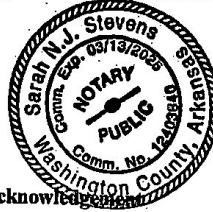
County of Benton)

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 5 day of February 2018

Notary Public

My Commission Expires: 3/13/2025



Acknowledgement

State of Arkansas)

) SS.

County of Benton)

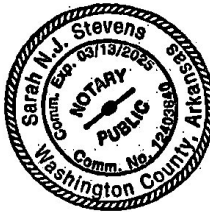
On this day before me, a Notary Public, duly commissioned, qualified and acting within and for the County and State aforesaid, personally appeared the within named Nick Dozier, to me well known, who acknowledged himself to be the Managing Member of N2 Hangar, LLC, the Assignee in the above and forgoing Lease Agreement, and that he, in such capacity, being authorized so to do, executed the forgoing instrument for the purposes therein contained, by signing his name of said limited liability company as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 5 day of February 2018

Notary Public

My Commission Expires:

3/13/2025



BENTONVILLE MUNICIPAL AIRPORT
LAND LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this February day of 23rd, 2016 between the City of Bentonville, hereinafter referred to as "Lessor," and NWA Hangar, LLC, hereinafter jointly referred to as "Lessee."

WHEREAS, the Lessor does intend to lease certain real property consisting of approximately 10,000 square feet marked and identified as a hangar and being described as follows:

Hangar, Customer Reception, and Office Space

NOW, THEREFORE, the Parties hereto agree as follows:

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

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

- **TERM** - This lease's term is for forty-five (45) years beginning on the 23rd day of February 2016 and ending at Midnight, 23rd day of February, 2061, unless sooner terminated as herein provided.

LEASE PAYMENT - Lessee shall pay to the City of Bentonville the annual rental based on the square foot of total leased ground space. The rate charged per foot shall be \$21 per square foot. Leased ground space totals 10,000 square feet. Said rental is to be paid in advance in yearly installments on the 1st business day of each year. If the initial calendar year of the lease is less than 12 months, the Lessee will pay a pro-rata payment to cover the first partial year at the time of signing this lease. For each subsequent year during the initial term or any renewal Lease Term, the rent shall be increased annually in accordance with changes in the Consumer Price Index (CPI) published each September as compared to the previous September, provided, however, that no single annual increase shall exceed two percent (2%). The Consumer Price Index refers to the Consumer Price Index for all urban consumers (CPI-U), U.S. City Average All Items Index.

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

- **ASSIGNMENTS & SUB-LEASES**

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

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

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

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

REPAIRS, MAINTENANCE AND APPEARANCE.

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

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

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

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

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

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

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

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

(b) No default shall be deemed to exist unless Lessee fails to cure said default within thirty (30) days after receipt of written notice thereof, provided, however, that if Lessee fails to cure same within said thirty (30) days, the mortgagee or beneficiary of Lessee's said leasehold interest shall have an additional twenty (20) days after the end

of said thirty (30) days period within which to cure same. As to any curing of a default (other than payment of rent) which would reasonably require a greater period of time for curing than is provided for above, if the lessee shall, within the time stipulated, commence such curing and diligently pursue same, then, the above time period shall be extended to allow Lessee reasonable opportunity to do so.

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

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

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

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

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

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

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

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

LESSOR:


CITY OF BENTONVILLE,
MAYOR Bob McCaslin

Attest: 
CITY CLERK Linda Spence

RESOLUTION NO. 3-8-16E

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A LAND LEASE AGREEMENT WITH NWA HANGAR, LLC FOR A HANGAR SITE LOCATED AT THE BENTONVILLE MUNICIPAL AIRPORT.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into a Land Lease Agreement with Huey Long of NWA Hangar, LLC for a hangar located at 2503 SW I Street, Bentonville Municipal Airport.

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

PASSED and APPROVED this 8th day of March,
2016.
2014.

APPROVED:

[REDACTED]

MAYOR

ATTEST:

[REDACTED]

CITY CLERK

N2 Hangar Description

A hangar building to be constructed and to be known as 2503 SW "I" Street, being a portion of Lot 1 of Thaden Addition to the City of Bentonville as recorded in Plat Book 2010, Page 188 in the public records of Benton County, Arkansas, being described by metes and bounds as follows:

COMMENCING at the Northwest corner of said Lot 1;

THENCE along the East Right-of-Way of "I" Street as shown on said Thaden Addition, the following six courses:

1. South 02°08'39" West 442.52 feet;
2. South 02°04'27" West 99.37 feet;
3. South 00°04'59" West 364.10 feet;
4. South 02°28'26" West 120.30 feet;
5. South 27°29'55" West 27.51 feet;
6. South 02°04'27" West 617.62 feet;

THENCE leaving said Right-of-Way, South 87°35'35" East a distance of 39.45 feet more or less, to a point on the most exterior wall being the Southwest corner of said hangar building to be constructed, also being the **POINT OF BEGINNING**;

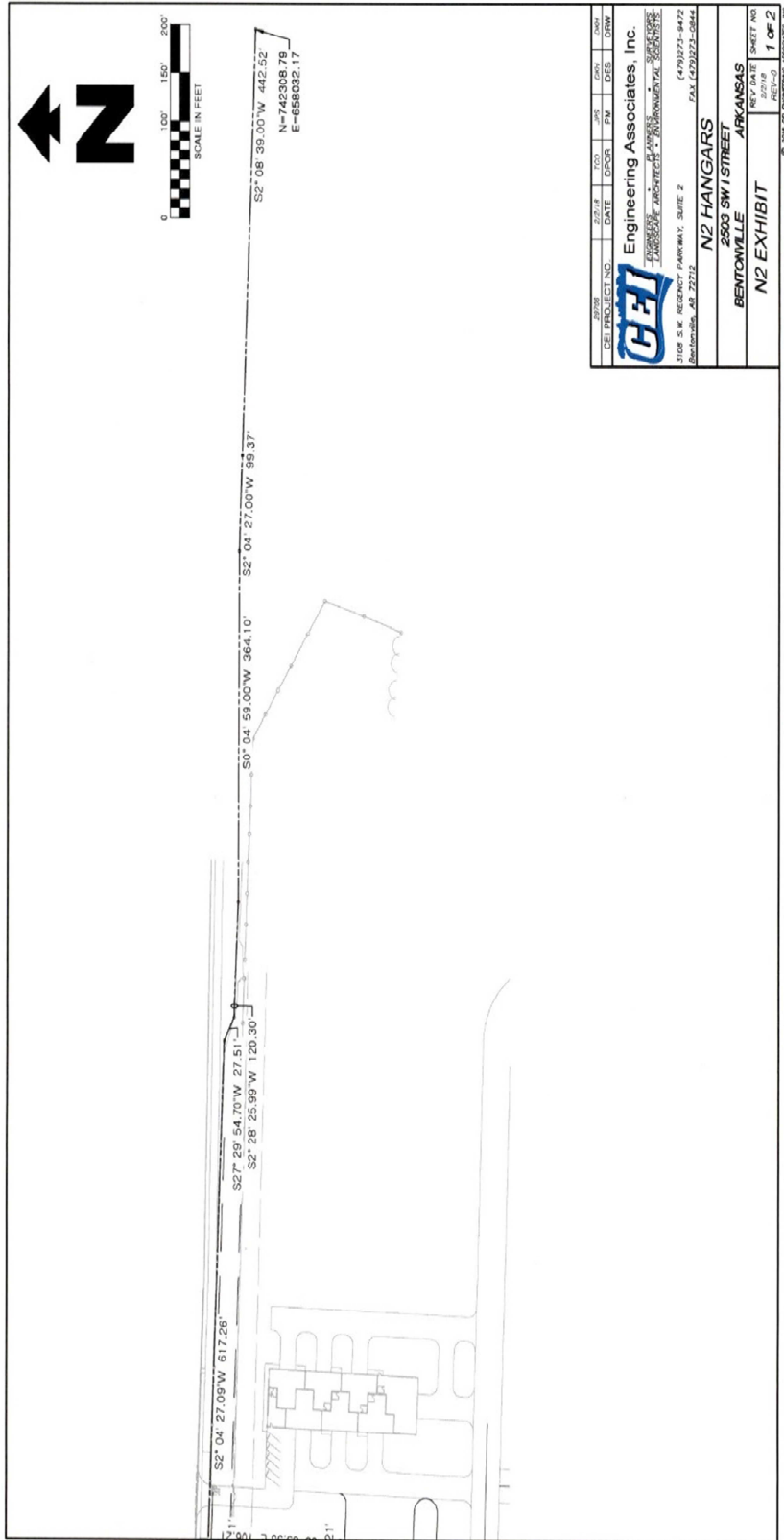
THENCE along the Westerly exterior wall, North 02°24'24" East a distance of 90.21 feet to the Northwest corner of said hangar building to be constructed;

THENCE along the Northerly exterior wall, South 87°35'35" East a distance of 106.21 feet to the Northeast corner of said hangar building to be constructed;

THENCE along the Easterly exterior wall, South 02°24'24" West a distance of 90.21 feet to the Southeast corner of said hangar building to be constructed;

THENCE along the Southerly exterior wall, North 87°35'35" West a distance of 106.21 feet the **POINT OF BEGINNING**, containing 9,600 square feet, or 0.22 acres more or less.

The basis of bearing used for this description is based on said Thaden Addition to the City of Bentonville as recorded in Plat Book 2010, Page 188. Bearings along the exterior walls are based on the orientation of the hangar building to be constructed according to the Large Scale Development plans provided by CEI Engineering Associates, Inc., Job No. 30438, Site Plan - Sheet 2 and the distances along the exterior walls of the hangar building to be constructed are based on drawing plans provided by Burris Architecture, Job No. 15089, Sheet A1.0.



RESOLUTION NO. _____

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

Whereas: the City of Bentonville and NWA Hangar, LLC, entered into a ground lease for a hangar located at 2503 SW "I" Street with an effective date of February 23, 2016, and authorized and approved by the Bentonville City Council in City Resolution Number 3-8-16E; and,

Whereas: said lease contains a provision to allow tenant to assign the lease to a new lessee; and,

Whereas: a request has been made by NWA Hangar, LLC, and N2 Hangars, LLC, for consent from the City of Bentonville to allow the assignment of the lease currently held by NWA Hangar, LLC to N2 Hangars, LLC.; and,

Whereas: the Assignment of Ground Lease Agreement further incorporates a proper legal description of the subject property, and the City of Bentonville as Lessor agrees to the legal description being made a part of said Lease Agreement; and,

Whereas: the Airport Advisory Board has considered said assignment and recommended same;

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to execute the consent to a Land Lease Assignment between NWA Hangar, LLC, as assignor and N2 Hangars, LLC, as assignee, for a hangar located at the Bentonville Municipal Airport. The provisions of the existing land lease shall be transferred in its entirety, and the terms contained in the Assignment of Ground Lease Agreement shall be binding upon the parties. Total leased area for lease payment calculations shall be 10,000 square feet and is more particularly described in the Lease Agreement and Exhibits thereto.

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		
XXXX Resolution		
Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

February 13, 2018

Submitted by:

Charles Chadwick

Department

Airport Manager

Phone

271-3168

ACTION REQUIRED:

A resolution authorizing the Mayor and City Clerk to enter into an agreement with Garver Engineers for bid package development, bidding and construction phase services related to the utility infrastructure improvement on the west side of the airport.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMORANDUM

**IN REFERENCE TO AN AGREEMENT WITH GARVER ENGINEERS RELATING TO THE UTILITY
INFRASTRUCTURE IMPROVEMENTS ON THE WEST SIDE OF THE BENTONVILLE MUNICIPAL AIRPORT**

MEMORANDUM TO: Bentonville City Council

MEMORANDUM FROM: Charles "Chuck" Chadwick, Airport Manager, Bentonville Municipal Airport

DATE: February 4, 2018

Recently the Arkansas Department of Aeronautics (ADA) awarded the City of Bentonville a grant in the amount of \$90,000.00 for the purpose of providing utility infrastructure onto the west side of the airport. This is a 90/10 grant whereby the City is to match the \$90,000.00 grant with \$10,000.00, for a total project cost of \$100,000.00.

I am working with a representative of three tenants from the west side of the airport. I anticipate a "Developer's Agreement" to result from the negotiations with those tenants agreeing to pay \$10,000.00 to the City which will result in a no out-of-pocket payment by the City.

It is necessary for the City to "cash flow" the project, subject to the \$90,000.00 reimbursement from the ADA and payment of the \$10,000.00 by the Tenants. I anticipate payment of the \$10,000.00 upon approval of a final written agreement with the Tenants and approval by this Council. That may occur as early as the 2/27/18 City Council Meeting.

This contract with Garver is for that project and will ultimately be paid/reimbursed by the ADA grant proceeds and the proceeds from the Developer's Agreement.

I am familiar with the purpose and effect of the contract and I believe it is appropriate in this situation. I have consulted with Dennis Birge and Ellen Norvell from the City's Engineering department and they approved of the contract.

The Airport Advisory Board approved Garver's request at its most recent meeting on January 25, 2018. I therefore ask for approval of the contract with Garver Engineers.



**WORK ORDER NO. 3
City of Bentonville
VBT Hangar Infrastructure
Garver Project No. 18041193**

This WORK ORDER is made by and between the **City of Bentonville** hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "GARVER", in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on October 28, 2016.

Under this Work Order, the Owner intends to make the following improvements at Bentonville Municipal Airport.

Construct water, sewer, and electric infrastructure to support the construction of six hangars at Bentonville Municipal Airport. The improvements were previously designed by CEI Engineering Associates, Inc.

GARVER will provide professional services related to these improvements as described herein.

SECTION 1 - SCOPE OF SERVICES

See Appendix A-3, attached.

SECTION 2 - PAYMENT

For the work described under SECTION 1 - SCOPE OF SERVICES, the Owner will pay GARVER on a lump sum and hourly basis. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

The table below presents a summary of the fee amounts and fee types for this contract.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Bid Package Development	\$4,500	Lump Sum
Bidding Services	\$5,500	Lump Sum
Construction Phase Services	\$8,500	Hourly
TOTAL FEE	\$18,500	

Bid Package Development & Bidding Services

The lump sum amount to be paid under this agreement is \$10,000. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix B-3 with approximate current hourly rates for each employee classification.

Construction Phase Services

The Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B-3 for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to GARVER under this agreement is estimated to be \$8,500. The actual total fee may exceed this estimate with Owner approval. For informational purposes, a breakdown of GARVER's

Work Order No. 3
VBT Hangar Infrastructure

1 of 3

Garver Project No. 18041193



estimated costs is included in Appendix B-3 with approximate current hourly rates for each employee classification. The rates shown in Appendix B-3 will be increased annually with the first increase effective on or about July 1, 2018.

Expenses other than salary costs that are directly attributable to performance of our professional services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
3. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge.

Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the Owner in writing, the Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B-3 for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Appendix B-3 will be increased annually with the first increase effective on or about July 1, 2017.

SECTION 3 – APPENDICES AND EXHIBITS

- 3.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:
 - 3.1.1 Appendix A-3 - Scope of Services
 - 3.1.2 Appendix B-3 – Rate Schedule & Man Hour Tables

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



Approval and acceptance of this Work Order, including attachments listed in SECTION 3 – APPENDICES AND EXHIBITS, shall incorporate this document as part of the Agreement. Garver is authorized to begin performance upon receipt of a copy of this Work Order signed by the Owner. The effective date of this Work Order shall be the last date written below.

CITY OF BENTONVILLE

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: Michael J. Griffin
Printed Name

Title: _____

Title: Senior Vice President

Date: _____

Date: _____

Attest: _____

Attest: _____

Work Order No. 3
VBT Hangar Infrastructure

3 of 3

Garver Project No. 18041193



**APPENDIX A-3
SCOPE OF SERVICES
City of Bentonville
VBT Hangar Infrastructure
Garver Project No. 18041193**

2.1 General

Generally, the scope of services includes bid package development, bidding services, and construction phase services for improvements to Bentonville Municipal Airport. Improvements will consist primarily of the installation of water, sewer, and electric infrastructure in support of the construction of six hangars. The improvements were previously designed by CEI Engineering Associates, Inc.

2.2 Bid Package Development

Garver will not prepare detailed construction drawings. Construction drawings were previously developed, signed, and stamped by CEI Engineering Associates, Inc. Garver will also use City of Bentonville standards for all technical specifications. Garver will prepare instructions to bidders, general provisions and special provisions, all based on guides furnished to Garver by the Owner and will be prepared for award of one (1) construction contract.

Garver will also submit a temporary airspace request to the FAA for construction equipment.

2.3 Bidding Services

Garver will assist the Owner in advertising for and obtaining bids or negotiating proposals for one prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and receive and process deposits for Bidding Documents. The Owner will pay advertising costs outside of this contract. Garver will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. Garver will consult with and advise the Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents. Garver will consult with the Owner concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents. Garver will attend the bid opening, prepare bid tabulation sheets and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services. Garver will assist the Owner in the execution of all contract documents.

2.4 Construction Phase Services

During the construction phase of work, Garver will accomplish the following:

1. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
2. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information.



given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

3. Consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop.
4. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
5. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
6. Maintain a set of working drawings and prepare and furnish record drawings.
7. Provide part-time resident construction observation services for the 30-calendar-day construction contract performance time. The proposed fee is based on approximately 8 hours per week during the construction contract performance time. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.
8. When authorized by the Owner, prepare change orders or supplemental agreements, as appropriate, for ordering changes in the work from that originally shown on the Plans and Specifications. If re-design or substantial engineering is required in the preparation of these documents, payment for extra services involved will be made in addition to the payment provided in basic engineering services.
9. Participate in final project inspection, prepare punch list, review final project closeout documents, and submit final pay request.

Construction observation services will be provided by Garver's Resident Project Representative, who will provide or accomplish the following:

- Consult with and advise the Owner during the construction period.
- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- Maintain a project diary which will contain information pertinent to each site visit.
- Prepare requests for monthly and final payments to the Contractor.
- Provide information for preparation of record drawings of the completed project.

In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver does not guarantee the performance of the Contractor(s), nor is Garver responsible for the actual supervision of construction operations. Garver does not guarantee the performance of the contracts by the Contractors nor assume any duty to supervise



safety procedures followed by any Contractor or subcontractor or their respective employees or by any other person at the job site. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

2.5 Project Deliverables

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

1. One copy of the bid package to the Owner.
2. Three copies of the Final Plans and Specifications to the Contractor.
3. One hard copy set of Record Drawings.
4. Electronic files as requested.

2.6 Extra Work

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

1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Redesign due to errors in the plans developed by CEI Engineering Associates.
3. Submittals or deliverables in addition to those listed herein.
4. Design of any utilities relocation other than water, sewer, and electric.
5. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to DEQ.
6. Construction materials testing.
7. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
8. Coordination with FEMA and preparation/submital of a CLOMR and/or LOMR.
9. Services after construction, such as warranty follow-up and/or operations support.

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

2.7 Schedule

Garver shall begin work under this Agreement within ten (10) days of the execution of this contract and shall complete the work within mutually agreeable schedule.



APPENDIX B-3

VBT Hangar Infrastructure

Garver Hourly Rate Schedule: July 2017 - June 2018

Classification	Rates
Engineers / Architects	
E-1.....	\$ 102.00
E-2.....	\$ 118.00
E-3.....	\$ 142.00
E-4.....	\$ 166.00
E-5.....	\$ 203.00
E-6.....	\$ 254.00
E-7.....	\$ 337.00
Planners / Environmental Specialist	
P-1.....	\$ 122.00
P-2.....	\$ 153.00
P-3.....	\$ 191.00
P-4.....	\$ 216.00
P-5.....	\$ 251.00
P-6.....	\$ 285.00
P-7.....	\$ 345.00
Designers	
D-1.....	\$ 95.00
D-2.....	\$ 111.00
D-3.....	\$ 132.00
D-4.....	\$ 153.00
Technicians	
T-1.....	\$ 74.00
T-2.....	\$ 94.00
T-3.....	\$ 114.00
Surveyors	
S-1.....	\$ 46.00
S-2.....	\$ 60.00
S-3.....	\$ 81.00
S-4.....	\$ 116.00
S-5.....	\$ 153.00
S-6.....	\$ 174.00
2-Man Crew (Survey).....	\$ 186.00
3-Man Crew (Survey).....	\$ 232.00
2-Man Crew (GPS Survey).....	\$ 206.00
3-Man Crew (GPS Survey).....	\$ 252.00
Construction Observation	
C-1.....	\$ 89.00
C-2.....	\$ 115.00
C-3.....	\$ 140.00
C-4.....	\$ 173.00
Management/Administration	
M-1.....	\$ 345.00
X-1.....	\$ 58.00
X-2.....	\$ 79.00
X-3.....	\$ 110.00
X-4.....	\$ 140.00
X-5.....	\$ 172.00
X-6.....	\$ 219.00

Agreement for Professional Services
VBT Hangar Infrastructure

Garver Project No. 18041193

APPENDIX B-3**BENTONVILLE MUNICIPAL AIRPORT
HANGAR INFRASTRUCTURE****BID PACKAGE DEVELOPMENT**

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	D-2	C-3
	\$166.00	\$142.00	\$118.00	\$102.00	\$111.00	\$140.00
	hr	hr	hr	hr	hr	hr
1. Civil Engineering						
Plan Review	2		8			
Quantities	1				8	
Specifications / Contract Documents	2		6			
Opinion of Probable Construction Cost	1		2			
QC Review	2		2			
Subtotal - Civil Engineering	8	0	18	0	8	0

Hours	8	0	18	0	8	0
Salary Costs	\$1,328.00	\$0.00	\$2,124.00	\$0.00	\$888.00	\$0.00

SUBTOTAL - SALARIES: \$4,340.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$110.00
Postage/Freight/Courier	\$50.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$160.00

SUBTOTAL: \$4,500.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$4,500.00

APPENDIX B-3

BENTONVILLE MUNICIPAL AIRPORT HANGAR INFRASTRUCTURE

BIDDING SERVICES

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	D-2	C-3
	\$166.00	\$142.00	\$118.00	\$102.00	\$111.00	\$140.00
	hr	hr	hr	hr	hr	hr
1. Civil Engineering						
Dispense plans and specs to prospective bidders	1		2			
Addendums/Inquiries	2		4			
Bid Opening	6					
Prepare bid tabulation	1				4	
Evaluate bids and recommend award	2		4			
Prepare construction contracts	4				4	
Notice to Proceed	2					
Subtotal - Civil Engineering	18	0	10	0	8	0

Hours	18	0	10	0	8	0
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Salary Costs	\$2,988.00	\$0.00	\$1,180.00	\$0.00	\$888.00	\$0.00
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SUBTOTAL - SALARIES:	\$5,056.00
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$294.00
Postage/Freight/Courier	\$100.00
Travel Costs	\$50.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$444.00
--	-----------------

SUBTOTAL:	\$5,500.00
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SUBCONSULTANTS FEE:	\$0.00
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TOTAL FEE:	\$5,500.00
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APPENDIX B-3

BENTONVILLE MUNICIPAL AIRPORT HANGAR INFRASTRUCTURE

CONSTRUCTION PHASE SERVICES

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	D-2	C-2
	\$166.00	\$142.00	\$118.00	\$102.00	\$111.00	\$115.00
	hr	hr	hr	hr	hr	hr
1. Civil Engineering						
Preconstruction Meeting	4					4
Monthly Pay Requests	2		4			
Shop Drawings/Material Submittals	1		4			
Record Drawings					4	
Resident Construction Observation (8hr/week)						32
Prepare Change Orders	1		2			
Final Project Inspection and Punchlist	4					4
Subtotal - Civil Engineering	12	0	10	0	4	40
Hours	12	0	10	0	4	40
Salary Costs	\$1,992.00	\$0.00	\$1,180.00	\$0.00	\$444.00	\$4,600.00
SUBTOTAL - SALARIES: \$8,216.00						
<u>DIRECT NON-LABOR EXPENSES</u>						
Document Printing/Reproduction/Assembly	\$34.00					
Postage/Freight/Courier	\$50.00					
Travel Costs	\$200.00					
SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$284.00						
SUBTOTAL: \$8,500.00						
SUBCONSULTANTS FEE: \$0.00						
TOTAL FEE: \$8,500.00						

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH GARVER ENGINEERS FOR BID PACKAGE DEVELOPMENT, BIDDING, AND CONSTRUCTION PHASE SERVICES RELATED TO THE UTILITY INFRASTRUCTURE IMPROVEMENT ON THE WEST SIDE OF THE AIRPORT.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an Agreement with Garver Engineers for bid package development, bidding, and construction phase services related to the Utility Infrastructure Improvement on the west side of the airport at the Bentonville Municipal Airport, as set forth in Work Order No. 3, 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	
☒	Resolution	
☐	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

February 13, 2018

Submitted by:

Charles Chadwick

Department

Airport Manager

Phone

271-3168

ACTION REQUIRED:

A resolution authorizing the Mayor and City Clerk to consent to execute on behalf of the City of Bentonville an assignment of a land lease agreement and statement of agreement for a hangar site located on the Bentonville Municipal Airport. This Assignment and Agreement is for Suite #7 at 2501 SW "I" Street between 4 AdVenture Aviation, LLC and Thompson Real Estate Holdings, LLC.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



**MEMORANDUM RELATING TO ASSIGNMENT OF GROUND LEASE AGREEMENT FROM EDWARD CYSTER
TO THOMPSON REAL ESTATE HOLDINGS, LLC**

MEMORANDUM TO: Bentonville City Council

MEMORANDUM FROM: Charles "Chuck" Chadwick, Airport Manager, Bentonville Municipal Airport

DATE: February 5, 2018

In reviewing the history of this hangar property, it became clear that although the previous documents may have been entered into with good intentions and without any intent to defraud, the legal entities referred to were not, in fact, valid registered entities. Therefore, it became necessary to "reconstruct" the transactions from November 22, 2016, and that resulted in my preparation of the Assignment of Ground Lease Agreement and Statement of Agreement, which is the main document of this package.

The document reconstructs the events and the shortcomings of previous transactions and it sets out a Statement of Agreement between all involved parties, including the City of Bentonville.

I believe that the Assignment and Agreement document clarifies the problems and brings everyone in agreement as to how the subject property will be treated and what document will control from now and into the future. The document also memorializes the problems and remedies for future review.

The Assignment/Agreement document includes an indemnification paragraph effectively holding the City of Bentonville harmless for any damages suffered as a result of the previously inaccurate representations made by the Lessee. Additionally, in an email to all parties, I made it clear as follows: "I prepared this document from the City's standpoint and as their agent and attorney. I do not represent any person or entity other than the City of Bentonville. I make no warranties or representations to you other than I believe this document will suffice from the City's stand point."

This turned out to be more than just a "standard assignment of a lease agreement". But, I think in the end, that is the result. If the Council approves and authorizes the execution of this document, clarity will prevail and we should have a definite understanding of the entities involved and the applicable lease agreement.

I have reviewed the Arkansas Secretary of State's website and have confirmed that the Assignee herein is a valid Arkansas Domestic Limited Liability Company and is in "Good Standing".

I hereby request your support in the passage of the proposed Resolution.

**ASSIGNMENT OF GROUND LEASE AGREEMENT
AND
STATEMENT OF AGREEMENT**

This Agreement ("the Assignment") is made this ____ day of February, 2018 between Edward Cyster, individually and in his capacity as a representative of an entity previously referred to as 4 AdVenture Aviation, LLC, and as the Managing Member and sole owner of 4AdVenture Holdings, LLC, an Arkansas Domestic Limited Liability Company, all Jointly referred to hereafter as the "ASSIGNOR", AND Thompson Real Estate Holdings, LLC, hereafter referred to as "ASSIGNEE".

BACKGROUND

1. The original Lease Agreement relating to this property was between Cornerstone Aviation, LLC and the City of Bentonville and was titled Bentonville Municipal Airport Land Lease Agreement, dated January 1, 2015, and adopted by City of Bentonville Resolution 1-13-15C on January 13, 2015, for property referred to as "Suite 7" and more particularly described in the original Lease Agreement attached hereto as Exhibit "A".

2. On November 22, 2016, Cornerstone LLC assigned said original Lease Agreement (Exhibit "A") to an entity referred to in all documentation as 4 AdVenture Aviation, LLC, and signed by Ed Cyster. The City of Bentonville, as Lessor, gave its consent to said assignment as reflected in Resolution number 11-22-16A, dated November 22, 2016, as evidenced by Exhibit "B" attached hereto. Additionally, on November 22, 2016, the City of Bentonville, as LESSOR, entered into a new Bentonville Municipal Airport Land Lease Agreement signed by Ed Cyster, 4 AdVenture Aviation, LLC. as LESSEE. Said Lease Agreement is attached hereto as Exhibit "C".

3. Although the November 22, 2016, Lease Agreement between the parties was executed by the City of Bentonville and Ed Cyster, as part of a group of documents at the same time as Resolution Number 11-22-16A was passed, it does not appear that the Resolution authorized the new Lease Agreement (Exhibit "C"). Further, it has since been discovered that 4 Adventure Aviation, LLC is not and never was a legal corporate entity.

4. Thereafter, the City of Bentonville as LESSOR and Edward Cyster as LESSEE operated business with each other as though the November 22, 2016 Lease Agreement (Exhibit "C"), was the binding Lease Agreement between the parties.

5. According to the information contained on the website of the Arkansas Secretary of State and confirmed by Edward Cyster, Edward Cyster did, on February 7, 2017, incorporate an Arkansas Limited Liability Company with the Arkansas Secretary of State under the name: 4AdVenture Holdings, LLC. However, the Lease Agreement with the City of Bentonville was never assigned to that Limited Liability Company. Edward Cyster, Individually and as Managing Member of 4AdVenture Holdings, LLC, asserts

-1-

Exhibit "1" to Resolution

and represents that 4AdVenture Holdings, LLC is and has been at all times since its initial filing, in good standing. The Arkansas Secretary of State's Website reflected that on February 2, 2018, that the status of said company was in good standing. Edward Cyster asserts that the errors were due to mistake on his part and never intentional nor with any intent to defraud.

INDEMNIFICATION

6. Edward Cyster, Individually and as owner and agent of 4 AdVenture Aviation, LLC, in all legal capacities, and as Managing Member and on behalf of 4 AdVenture Holdings, LLC, (Jointly referred to hereafter as "Cyster") does hereby indemnify and hold harmless the City of Bentonville, its agents, employees, contractors and assigns for any and all loss, if any, concerning the inaccurate representations made as to the entity represented as the LESSEE in the Lease Agreement and the ASSIGNEE in the previous Assignment (Part of Exhibit "B").

AGREEMENT AS TO THIS DOCUMENT AND TO THE LEASE AGREEMENT ATTACHED AS EXHIBIT "C" HERETO

7. LESSOR, LESSEE, ASSINGOR, ASSIGNEE and Cyster and do hereby agree and accept all terms and conditions of this Document and of the Lease Agreement attached hereto as Exhibit "C" and further acknowledge that said Exhibit "C" has an effective date of November 22, 2016, to the exclusion of any and all other agreements. Further, it is agreed by all parties hereto that Edward Cyster, Individually, shall be considered the LESSEE in Exhibit "C" effective November 22, 2016, and further shall be considered the ASSIGNEE in the Assignment attached hereto as part of Exhibit "B". The parties hereto further agree that as between the Original Lease (Exhibit "A"), the Assignment attached hereto as part of Exhibit "B" and the Lease Agreement attached hereto as Exhibit "C", that the Lease Agreement (Exhibit "C") shall in all situations be the controlling document and to the extent that the original Lease Agreement (Exhibit "A") and/or the Assignment (Exhibit "B") is confusing or in conflict with the Lease Agreement (Exhibit "C"), that the terms and conditions of the Lease Agreement (Exhibit "C") and this Document shall control.

ASSIGNMENT

8. Effective the ___ day of _____, 2018, the ASSIGNOR hereby assigns said Lease Agreement attached hereto as Exhibit "C" to ASSIGNEE. The ASSIGNEE fully agrees to accept all terms and conditions the Lease Agreement (Exhibit "C"), and agrees to honor and comply with all Bentonville Municipal Airport Rules and Regulations and FAA Advisory Circulars and mandates, as all may be adopted and amended from time to time.

SIGNATURE PAGE FOLLOWS

By:

Date:

2/5/18

By:

Date:

2/5/18

By:

Date:

Date:

State of Arkansas)) SS.
County of Benton)

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 5 day of February 2018

Notary Public

My Commission Expires: July 13, 2027



**BENTONVILLE MUNICIPAL AIRPORT
LAND LEASE AGREEMENT**

THIS LEASE AGREEMENT entered into this 12th day of January, 2015 between the City of Bentonville, hereinafter referred to as "Lessor," and Cornerstone Aviation LLC, hereinafter jointly referred to as "Lessee."

WHEREAS, the Lessor does intend to lease certain real property consisting of approximately 1415.9 square feet marked and identified as 2501 SW "I" St. Suite #7, and being described as follows:

SUITE #7:

A PART OF THADEN ADDITION, LYING IN THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF THE SECTION 6, TOWNSHIP 19 NORTH, RANGE 30 WEST, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NW CORNER OF THE SW $\frac{1}{4}$ OF SAID SECTION 6, THENCE S00°00'00"W 573.96 FEET, THENCE N90°00'00"E 101.93 FEET, THENCE S02°24'24"W 60.25 FEET, THENCE S87°35'36"E 17.96 FEET TO THE POINT OF BEGINNING, THENCE N02°24'24"E 19.96 FEET, THENCE S87°35'36"E 11.75 FEET, THENCE N02°24'24"E 20.33 FEET, THENCE S87°35'36"E 28.50 FEET, THENCE S02°24'24"W 20.33 FEET, THENCE S87°35'36"E 11.75 FEET, THENCE S02°24'24"W 19.96 FEET, THENCE N87°35'36"W 47.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1415.88 SQUARE FEET.

NOW, THEREFORE, the Parties hereto agree as follows:

LEASEHOLD. The Lessor does hereby grant, demise and lease unto Lessee certain premises situated in Benton County, Arkansas, within the boundaries of the Bentonville Municipal Airport, said property being described more particularly as the "footprint" under Building at 2501 SW "I" St. Suite #7 as set out in the attached Exhibit A. A "footprint" is defined as the real property located underneath the building which Lessee proposes to erect or has erected.

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

- **TERM** - This lease's initial term is for forty (40) years beginning on the 12th day of January, 2015, and ending at Midnight, 12/31/2054, unless sooner terminated as herein provided. Lessee shall also have two (2) consecutive five (5) year options to renew and extend the Lease. Lessee shall provide Lessor with written notice of Lessee's intent to exercise said option(s) at least six (6) months prior to the expiration of the initial forty (40) year term and each subsequent option period.

LEASE PAYMENT - Lessee shall pay to the City of Bentonville the annual rental based on the square foot of total leased ground space. The rate charged per foot shall be \$0.20 per square foot. Leased ground space totals 1415.9 square feet. Said rental is to be paid in advance in yearly installments on the 1st business day of each year. If the initial calendar year of the lease is less than 12 months the Lessee will pay a pro-rata payment to cover the first partial year at the time of signing this lease. For each subsequent year during the initial term or any renewal Lease Term, the rent shall be increased annually in accordance with changes in the Consumer Price Index (CPI), provided, however, that no single annual increase shall exceed two percent (2%). The Consumer Price Index refers to the Consumer Price Index for all urban consumers (CPI-U), U.S. City Average All Items Index. The parties shall use the current standard CPI-U reference base as published by the Bureau of Labor Statistics using September as the comparison month. Rent for the second year of the Term shall be determined using the CPI-U for September, 2015 as compared to September, 2014. Similarly, rent for each successive year of the Term shall be determined using the CPI-U for the most recent September as compared to the preceding September.

Exhibit "A"

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

- **ASSIGNMENTS & SUB-LEASES**

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

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

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

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

REPAIRS, MAINTENANCE AND APPEARANCE.

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

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

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

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

agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

LESSOR:

Attest:
CITY CLERK, Linda Spence

Owner/Company Name _____

By:

Printed Name:

Title:

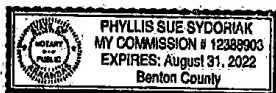
By:

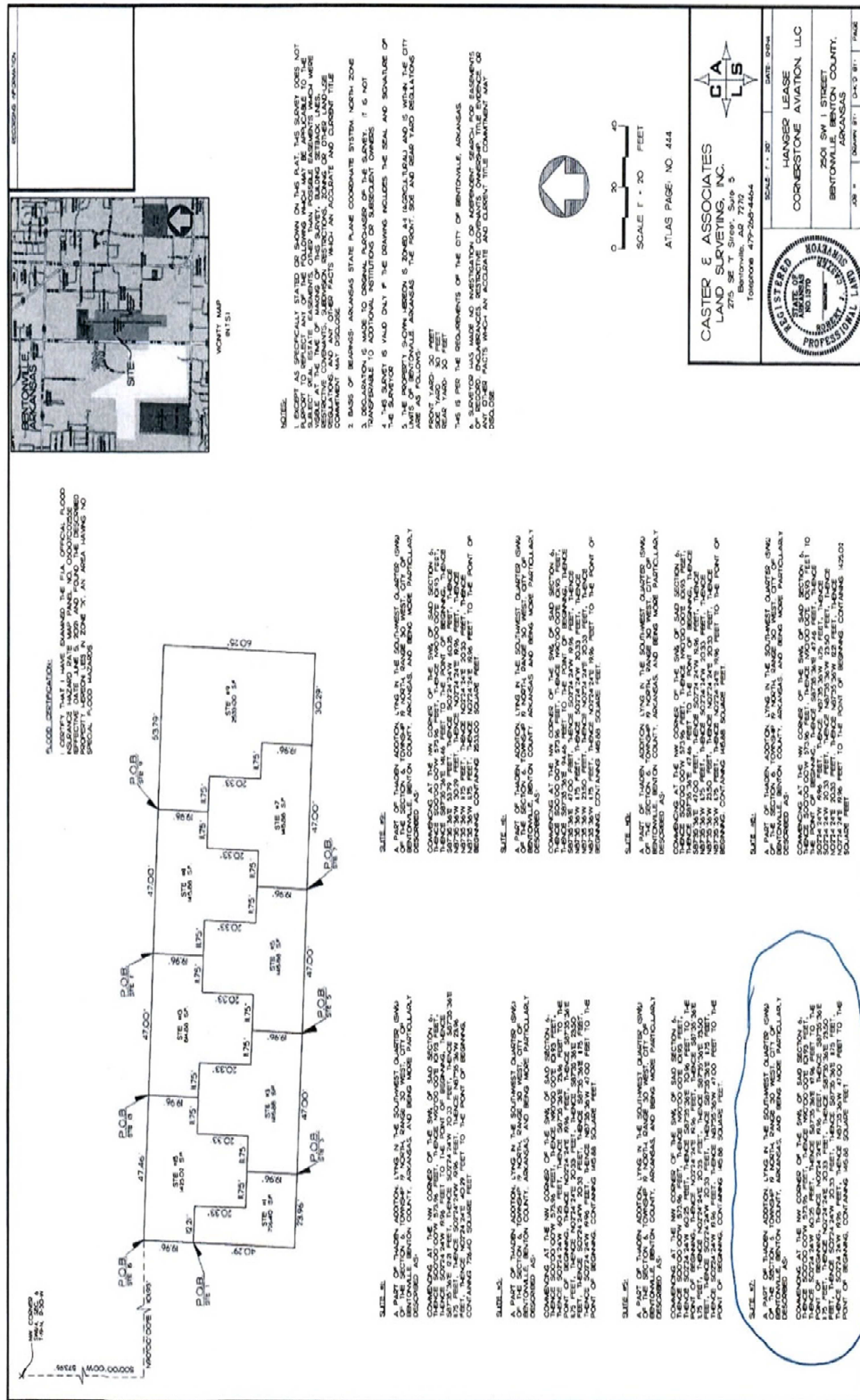
Chairman, Pat Carroll

State of Arkansas) ss.
County of Benton)

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 29 day of Apr, 2011.

Notary Public

My Commission Expires:



RESOLUTION NO. 11-22-16A

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

Whereas: the City of Bentonville entered into a ground lease for an airplane hangar located at Suite #7 at 2501 SW "I" Street on January 1, 2015;

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

Whereas: a request has been made by 4 AdVenture Aviation, LLC to be assigned the lease currently held by Cornerstone, LLC;

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

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into a Land Lease Assignment with 4 AdVenture Aviation, LLC for a hangar located at the Bentonville Municipal Airport. The provisions of the existing land lease shall be transferred in its entirety. Total leased area is 1415,9 square feet.

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

PASSED and APPROVED this 22nd day of November, 2016.

APPROVED:

MAYOR

ATTEST:



Exhibit "B"

Assignment of Ground Lease Agreement

The assignment of a certain Lease Agreement (the "Assignment") is made this _____ day of August, 2016 between: Cornerstone Aviation, LLC (the "Assignor") and 4 AdVenture Aviation, LLC (the "Assignee")

Effective _____, 2016 the assignor assigns his Lease Agreement with Bentonville for property identified as Suite #7 of 2501 SW "1" Street to the Assignee.

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

By: Brian Baldwin, Cornerstone, LLC Date: 4/16/16

By: [Redacted Signature] Date: 11/16/16
Ed Cyster, 4 AdVenture Aviation, LLC

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

By: [Redacted Signature] Date: 7/27/22, 2016
Bob McCaslin, Mayor
City of Bentonville

Attest: [Redacted]
Linda Spence, City Clerk
City of Bentonville

Date: 11/22/16

Acknowledgement

State of Arkansas)
County of Benton) SS.

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of _____ 2016

Notary Public

My Commission Expires:

**BENTONVILLE MUNICIPAL AIRPORT
LAND LEASE AGREEMENT**

THIS LEASE AGREEMENT entered into this 22nd day of November, 2016 between the City of Bentonville, hereinafter referred to as "Lessor," and 4 Adventure Aviation, and LLC, hereinafter jointly referred to as "Lessee."

WHEREAS, the Lessor does intend to lease certain real property consisting of approximately 1415.9 square feet marked and identified as 2501 SW I Street Suite #7.

NOW, THEREFORE, the Parties hereto agree as follows:

LEASEHOLD. The Lessor does hereby grant, demise and lease unto Lessee certain premises situated in Benton County, Arkansas, within the boundaries of the Bentonville Municipal Airport, said property being described more particularly as the "footprint" under Building at 2501 SW I Street #7, as set out in the attached Exhibit A. A "footprint" is defined as the real property located underneath the building, which Lessee proposes to erect or has erected.

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

- **TERM** - This lease's term is for forty five (45) years beginning on the 22nd day of November, 2016, and ending at Midnight, 22nd day of November, 2054 unless sooner terminated as herein provided.

LEASE PAYMENT - Lessee shall pay to the City of Bentonville the annual rental based on the square foot of total leased ground space. The rate charged per foot shall be \$.21 per square foot. Leased ground space totals 1415.9 square feet. Said rental is to be paid in advance in yearly installments on the 1st business day of each year. If the initial calendar year of the lease is less than 12 months the Lessee will pay a pro-rata payment to cover the first partial year at the time of signing this lease. For each subsequent year during the initial term or any renewal Lease Term, the rent shall be increased annually in accordance with changes in the Consumer Price Index (CPI) published each September as compared to the previous September, provided, however, that no single annual increase shall exceed two percent (2%). The Consumer Price Index refers to the Consumer Price Index for all urban consumers (CPI-U), U.S. City Average All Items Index.

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

• **ASSIGNMENTS & SUB-LEASES**

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

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

USE OF THE PREMISES. The development and/or use of any Premises located within the current or future boundaries of the Bentonville Municipal Airport shall be consistent with the most recent Airport Master Plan and Airport Minimum Standards. Lessee agrees that all uses of the premises must be approved by the Airport Advisory

Exhibit "C"

Board and shall be predominantly for aviation use. All future structure additions shall be subject to prior approval by Lessor. In the event that Lessee uses the property for purposes other than the purposes stated above, then Lessee shall be deemed to be in default of this agreement.

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

REPAIRS, MAINTENANCE AND APPEARANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LESSOR:

[REDACTED]
CITY OF BENTONVILLE,
MAYOR Bob McCaslin

Attest: [REDACTED]
CITY OF BENTONVILLE,
CITY CLERK Linda Spence

LESSEE:

Printed Name: Ed Cyster: AdVenture Aviation, LLC

Signature [REDACTED]

BENTONVILLE AIRPORT ADVISORY BOARD

Vice-Chairman, ~~Brian Baldwin~~ RICK SIMMONS

State of Arkansas)
) ss.
County of Benton)

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 22nd day of November 2016.

5/21/2026
My Commission Expires:



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO CONSENT TO AND EXECUTE ON BEHALF OF THE CITY OF BENTONVILLE AN ASSIGNMENT OF A LAND LEASE AGREEMENT AND A STATEMENT OF AGREEMENT FOR A HANGAR SITE LOCATED AT THE BENTONVILLE MUNICIPAL AIRPORT.

Whereas: the City of Bentonville entered into a ground lease for an airplane hangar located at Suite #7 at 2501 SW "T" Street on January 1, 2015; and,

Whereas: the lease was thereafter assigned to 4 AdVenture Aviation, LLC, by Cornerstone, LLC. and consented to by the City on November 22, 2016, in City Resolution Number: 11-22-16A; and,

Whereas: an new lease was entered into by the City of Bentonville and Edward Cyster, d/b/a: 4 AdVenture Aviation, LLC, dated November 22, 2016; and,

Whereas: said leases contain a provision to allow for the assignment of the lease to a new lessee;

Whereas: a request has been made by Thompson Real Estate Holdings, LLC, to be assigned the lease currently held by Edward Cyster, d/b/a: 4 AdVenture Aviation, LLC

Whereas: it became necessary for the parties to execute a Statement of Agreement to clarify previous ownership interest; and,

Whereas: the parties have executed said Assignment of Ground Lease Agreement and Statement of Agreement; and,

Whereas: the City of Bentonville grants its consent to the Assignment and agrees to the Statement of Agreement; and,

Whereas: the Airport Advisory Board has considered said assignment and recommended same;

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to execute on behalf of the City of Bentonville, the Assignment of Ground Lease Agreement and Statement of Agreement attached hereto as Exhibit "1". The terms contained in the Assignment of Ground Lease Agreement and Statement of Agreement shall be binding upon the parties. Total leased area is 1415.9 square feet and is more particularly described in Exhibit "1" attached hereto.

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

PASSED and APPROVED this _____ day of _____, 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:

February 13, 2018

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Electric Department recommends a budget adjustment recognizing a grant in the amount of \$93,500.00 from the Thaden School in order to prepare engineered plans and cost estimates to place the 69kV transmission line along Thaden's property underground.

COST TO CITY:

Cost of this Request: \$93,500

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





Budget Adjustment #
(Assigned by Admin)

Department: **Other**

Date of Request: February 13, 2018

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
50-3010-434.32-10	Professional Services - Legal and Professional	\$93,500.00		
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ 93,500.00	\$ -	\$ -

Justification:

Budget adjustment to use grant money from the Thaden School in order to prepare engineered plans and cost estimates to evaluate the possibility to place the existing 69 kV transmission line along Thaden's property underground.

FOR ACTING USE ONLY

Council Action: Approved Disapproved Other _____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

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www.bentonvillear.com





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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 13, 2018

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

A resolution authorizing the Mayor and City Council to enter into an Cooperation and Cost-Share Agreement with the Thaden School to receive a grant in the amount of \$93,500.00.

COST TO CITY:

Cost of this Request: \$93,500

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



COOPERATION AND COST-SHARE AGREEMENT

BETWEEN
CITY OF BENTONVILLE, ARKANSAS
AND
THADEN SCHOOL

This Cooperation and Cost-Share Agreement ("**Agreement**") is entered into by and between the **CITY OF BENTONVILLE, ARKANSAS**, an Arkansas city of the first class (hereinafter, the "**City**") and **THADEN SCHOOL**, an Arkansas non-profit corporation (hereinafter, the "**School**"), and shall govern and define the agreements between the City and the School as to the costs for and administration of an engineering study to review the relocation of certain high voltage transmission lines located on or near the School's campus.

RECITALS:

A. The School is located on an approximate 30-acre campus at 410 SE Staggerwing Lane, at the southeast corner of SE "C" Street and SE 8th Street, Bentonville, Benton County, Arkansas (the "**Campus**").

B. The School recently received grant moneys to fund an engineering study (the "**Study**") for the purpose of analyzing the relocation and burying of the high voltage transmission lines that originate on the West side of SE 10th Street and Main Street, and then run East along the North side of 10th Street, Crossing SE "C" Street, and continuing East across the Campus (the "**Transmission Lines**").

C. The School desires to grant to the City the sum of \$93,500 to fund the Study, subject to the City's agreement to let the engineering contract for and administer the Study as hereinafter set forth.

D. It is further anticipated that the City and the School may enter into further agreements or amendments to this Agreement based upon the results of the Study, pursuant to which the parties may agree to further action, including the relocation of the Transmission Lines and the payment of costs related thereto.

NOW THEREFORE, the parties agree and acknowledge as follows:

1. The School shall grant and pay over to the City the sum of \$93,500 on or before January 31, 2018.

2. The City agrees to (a) engage the services of a qualified engineering firm to perform the Study in accordance with the applicable requirements set forth in Ark. Code Ann. § 19-11-802, and (b) administer the Study. The Study shall be completed on or before April 30, 2018.

3. The parties further agree and acknowledge that this Agreement shall be effective as of the date it is adopted and approved by the City.

4. This Agreement may be amended or extended, from time to time, upon such conditions and terms as may be agreed upon in writing by the parties.

It is so agreed on this ____ day of _____, 2018.

CITY:

SCHOOL:

CITY OF BENTONVILLE, ARKANSAS

THADEN SCHOOL

By: _____
Mayor

By: _____
Name: _____
Title: _____

ATTEST:

City Clerk

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO A COOPERATION AND COST-SHARE AGREEMENT WITH THADEN SCHOOL TO ACCEPT THE FUNDING OF A STUDY RELATED TO THE RELOCATION OF CERTAIN ELECTRICAL LINES IN THE CITY OF BENTONVILLE.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into a Cooperation and Cost-Share agreement with Thaden School for the funding of a study related to the possible relocation of certain electrical lines in the City of Bentonville, 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:

February 13, 2018

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

A resolution authorizing the Mayor and City Council to enter into an agreement with Fisher & Arnold for the design and bid documents of the overhead to underground 69kV conversion along the Thaden School Property in the amount of \$93,500.00.

COST TO CITY:

Cost of this Request: \$93,500

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



M E M O R A N D U M

DATE: February 13, 2018

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Fisher & Arnold Agreement**

Fisher & Arnold will prepared the engineered plans and cost estimates to determine if it will be cost feasible to take the existing 69 kV transmission line along the Thaden School's property from overhead to underground. Once the plans are complete and the cost estimates are reviewed, the Thaden School Board of Directors will make the determination if they want to pay for the overhead to underground conversion.

The cost of the agreement is \$93,500.00 and will be totally covered by a grant from the Thaden School.



FISHER ARNOLD
ENGINEERING INTEGRATION

October 9, 2017

Honorable Mayor Bob McCaslin
C/O Bentonville Electric Utility Department
3200 Municipal Drive
Bentonville, AR 72712

**RE: ENGINEERING SERVICES TO PREPARE PLANS AND SPECIFICATIONS TO REPLACE
A SECTION OF 69KV OVERHEAD LINE WITH UNDERGROUND CABLE FOR THE
CITY OF BENTONVILLE ELECTRIC UTILITY DEPARTMENT (BEUD)**

Dear Mayor McCaslin:

Fisher & Arnold (F&A) is pleased to submit this proposal to develop plans and specifications for the removal of a section of 69kV transmission line that is installed east of the Bentonville 69kV Switching Station along SE 10th Street for approximately 2300 feet. Plans and specifications will include the replacement of the overhead line with 69kV underground cable to be installed in a duct bank system.

We believe the requested project scope to be as follows:

1. Prepare an engineering estimate of project costs.
2. Prepare plans and specifications to remove the existing overhead 69kV transmission line that is currently installed east of the 69kV Switching Station for approximately 2300 feet. This transmission line section includes 12 wood pole structures/line hardware, 397.5 ACSR conductor (to be confirmed), shield wire/neutral conductor and associated guy wires. This transmission line section parallels SE 10th Street to the point where the transmission line turns north.
3. Prepare plans and specifications to replace the 69kV transmission line section described above with 69kV underground cable. Plans and specifications will include design of a new duct bank system to install the 69kV cable, 69kV risers at both the 69kV Switching Station and the transition point on the east end of the line section, any modifications required at the Switching Station for terminating the 69kV cables and termination of the existing northbound overhead line at the transition point.

As a part of the design, we will identify other utilities buried in the right-of-way to determine any impact. We have noted fiber optic cable (FTTx?) in the 69kV line right-of-way, which may impact construction of the ductbank.

For the above engineering services, we propose a fixed fee. This fee contains no contingency for other engineering services due to, but not limited to, change in scope. This fee does include any surveying that may be required.

Engineering Services, Plans and Specifications

\$93,500.00

9180 Crestwyn Hills Drive
Memphis, TN 38125

901.748.1811
Fax: 901.748.3115
Toll Free: 1.888.583.9724

www.fisherarnold.com

Honorable Mayor Bob McCaslin
October 9, 2017
Page 2

We will bill you monthly until completion of the project.

The obligation to provide further services under the Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, Fisher & Arnold, Inc. will be paid for all services rendered to the date of termination.

The fees shown in this proposal are based on the Owner agreeing to limit the Design Professional's liability for all planning, engineering and surveying services to the Owner, all construction contractors, and subcontractors on the project, due to the Design Professional's negligent acts, errors or omissions, such that the total aggregate liability of the Design Professional to all those named shall not exceed the Design Professional's total fee for services rendered on the project.

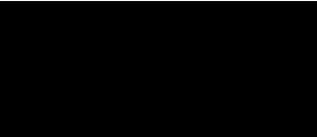
This proposal represents the entire understanding between you and us in respect to the "Project" and may only be modified in writing signed by both of us. If this satisfactorily sets forth your understanding of the arrangement between us, please sign the enclosed copy of the Letter Agreement in the space provided and return it to us.

We are looking forward to working with you on this project. If you have any questions regarding this proposal, please do not hesitate to call. We will be waiting for your approval to proceed.

Sincerely,

FISHER & ARNOLD, INC.


Stanley Moore, P.E.
Vice President


Aubrey Clemens, P. E.
Electric Department Head
(Reviewed by)

SM/amm

O:\MARKETING\PROPOSAL\PLANNING\STAN\McCaslin 10-09-2017.docx

Your signature on this copy will authorize us upon its receipt to commence work. Please sign, date and return one copy for our files.

BY: _____
Honorable Bob McCaslin, Mayor
City of Bentonville

Date: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH FISHER AND ARNOLD FOR THE DESIGN AND BID DOCUMENTS RELATED TO THE PROPOSED OVERHEAD TO UNDERGROUND ELECTRIC LINE CONVERSION ADJACENT TO THADEN SCHOOL IN THE CITY OF BENTONVILLE.

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 Fisher & Arnold for the design and bid documents related to the proposed overhead to underground 69kV conversion along the Thaden School property, 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		
Resolution		
Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

February 13, 2018

Submitted by:

Ed Wheeler

Department

Administration

Phone

271-3191

ACTION REQUIRED:

Request City Council approve the addition of One (1) Administrative Assistant to support the Bentonville Fire Inspections Division. Since September, 2017, the Fire Inspections Division has been "Live" with the Track-It fire inspections system. Each month since the go-live date the volume of fire inspections-related activity has increased. Since the go-live date and continuing to date all the administrative support for fire inspections has been absorbed by the building inspection department. The continual increase in fire inspections has placed an ever-growing burden on the building inspection staff - with no end in sight. This additional administrative staff will completely take over the administrative support for all fire inspection activities and free-up the building inspection staff to keep pace with their ever-growing activities. The additional cost for this position is appx \$40,000 for the remainder of 2018. The increased revenues from fire inspection fees will easily off-set this expense.

COST TO CITY:

Cost of this Request:

Additional Budget Amount \$0

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



City of Bentonville

Job Description

JOB TITLE: Fire Marshal Division Administrator/Permit Technician

DEPARTMENT: Fire Department

REPORTS TO: Fire Marshal

SUPERVISION: None

Salary Grade: 54a FD Future? or (city-18 Admin Tech?)

FLSA: Non-Exempt

JOB SUMMARY:

Under general direction; coordinates, assigns, reviews, and participates in the work of staff responsible for issuing fire permits, managing fire records, plan sets, maps. Provides fire marshals' division related services to customers in person and over the telephone; ensures work quality and adherence to established policies and procedures; and performs the more technical and complex tasks relative to assigned area of responsibility.

DISTINGUISHING CHARACTERISTICS

This class is distinguished from the administrative assistant position in that the incumbent is responsible for the overall day to day, full scope operation of the fire marshals' division disciplines. Acts as the administrator of the permit issuance system and coordinates inter-departmental/division functions for workflow efficiencies. Work is judged primarily on overall results with latitude in determining work methods and assignment requirements. Work will likely require the development of recommendations consistent with directives, policies and regulations.

EXAMPLES OF ESSENTIAL DUTIES:

Duties may include, but are not limited to, the following:

- Plan, prioritize, assign, review, and participate in the work of staff responsible for issuing fire related permits and inspections, managing associated records and plans, identify and implement permit/inspection fee processing mechanism.
- Establish schedules and methods for providing fire permit services; identify resource needs; review needs with appropriate management staff; schedule and allocate resources accordingly
- Participate in the development of goals and objectives as well as policies and procedures; make recommendations for changes and improvements to existing standards, policies, and procedures; participate in the implementation of approved policies and procedures; monitor work activities to ensure compliance with established policies and procedures
- Participate in the preparation and administration of the fire marshal division program budget; assist with budget recommendations; monitor expenditures
- Perform technical and complex tasks of the fire marshal division including providing permit services to customers, FOIA requests, manage division professional memberships, travel and training coordination, assist with software development needs, fire investigation report administrative reviews, assist and prepare multiple division activity reports.
- Coordinate the provision of customer services, issuance of fire permits, management of records, plan sets, maps, and various clerical functions
- Maintain close working relationships with various City, County, State and National offices and boards, and building/fire inspectors, general and fire equipment contractors, architects, engineers; respond to and resolve complex problems and issues
- Oversee the management and division recordkeeping operations including site, building and fire/life safety equipment plans with associated permits, files, infrastructure maps, ect.
- Maintain records concerning operations and programs; prepare reports on operations and activities
- Attend and participate in professional development meetings and training activities; maintain awareness of new trends and developments in the fields of building/fire construction and permitting; incorporate new

- developments as appropriate into fire marshal division programs
- Provide assistance to the Fire Official(s); participate on a variety of committees; prepare and present staff reports and other correspondence as appropriate and necessary
- Coordinate fire permit activities with those of other divisions and outside agencies and organizations
- Perform related duties as required

EMPLOYMENT STANDARDS

Knowledge of:

- Operational characteristics, services and activities of a fire permit processing program
- Modern and complex principles and practices of office management and administration
- Basic principles and practices of the fire service and building industry
- Principles and practices of effective customer service
- Basic principles and practices of municipal budget preparation and administration
- Principles and procedures of record keeping
- Principles of business letter writing and basic report preparation
- Pertinent federal, state and local laws, codes and regulations

Ability to:

- Coordinate and direct fire permit and inspection programs
- Recommend and implement goals, objectives, policies and procedures for providing fire permits and inspections and customer service
- Understand the organization and operation of the fire marshals' division and of outside agencies as necessary to assume assigned responsibilities
- Understand, interpret, and apply general and specific administrative and departmental policies and procedures as well as applicable federal, state, and local policies, laws, and regulations
- Participate in the preparation and administration of assigned budgets
- Interpret and explain at a basic level, City/State; building, fire, mechanical, residential codes, policies and procedures
- Plan and organize work to meet dynamic priorities and deadlines
- Effectively represent the fire marshal division to outside individuals and agencies to accomplish the goals and objectives of the division
- Work cooperatively with other departments, City officials, and outside agencies
- Respond tactfully, clearly, concisely, and appropriately to inquiries from the public, City staff, or other agencies on sensitive issues in area of responsibility
- Operate office equipment including computers and supporting related database applications
- Maintain accurate and detailed records of plans and specifications
- Provide effective and efficient customer service
- Prepare clear and concise reports
- Work in a high volume, dynamic team based environment to achieve common goals
- Coordinate multiple projects and complex tasks simultaneously
- Meet the physical requirements to safely and effectively perform the assigned duties
- Communicate clearly and concisely, both orally and in writing
- Establish and maintain effective working relationships with those contacted in the course of work

PHYSICAL REQUIREMENTS:

Physical requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

- work is performed primarily in a standard office setting; frequent contact with the public, as well as, occasional work site training/development visits & ability to wear standard safety gear. (hardhat, goggles, vest, hearing protection, ect)
- primary functions require sufficient physical ability and mobility to work in an office setting and occasional construction site visits
- stand, sit or walk for prolonged periods of time
- occasionally stoop, bend, kneel, crouch, reach, and twist
- lift, carry, push, and/or pull light to moderate amounts of weight; lift heavier amounts on occasion.
- operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard
- reach above and below shoulder level
- stand and walk for at least six or more hours per day
- work primarily indoors in an office environment subject to heat/cold and fragrances such as ammonia and perfumes, however occasional outdoor non-climate controlled environments will be also be experienced
- intermittently twist and bend to reach equipment and supplies
- hear adequately to converse on the telephone, cellular phone, and in person
- perform simple grasping to operate equipment

TRAINING AND EXPERIENCE:

Any combination of training and experience, which would provide the required knowledge and abilities, is qualifying. A typical way to obtain the knowledge and abilities is:

- Equivalent to the completion of the twelfth (12th) grade supplemented by specialized administrative or office management training
- Minimum Three (3) to Four (4) years of increasingly responsible experience related to Permit processing and Code application knowledge

LICENSE & CERTIFICATION:

- Possession of an ICC Permit Technician Certificate within two years of employment
- Within 24 months of hire date or promotion, certification as a Permit Technician from the International Code Council (ICC) is required. In extenuating circumstances, the division may grant up to a 6 month extension for completion.
- Preferred certification/course(s): National Fire Academy Fire/Life safety Plans examiner, ICC Fire Plans examiner, ICC Building Plans examiner, ICC Accessibility Plans/Inspector examiner



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 13, 2018

Submitted by:

Tony Davis

Department

Street

Phone

271-3130

ACTION REQUIRED:

Declare the Street Departments 2001 Caterpillar Excavator # 3810-05 surplus. Please see memo.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





Bentonville Street Department
3200 SW Municipal Dr.
Bentonville, AR 72712
Phone: (479) 271-3130

MEMORANDUM

DATE: 1-31-2018
TO: City Council, Mayor McCaslin
FROM: Tony Davis, Street Manager
RE: 2001 Cat Excavator

The Street Department is asking for City Council approval to declare the 2001 Caterpillar M315 wheeled excavator VIN number 7ML02614 as surplus. The machine is 17 years old with 6,656 hours. A replacement for this excavator is approved for this year's budget.

Sincerely,

Tony Davis
Street Manager

RESOLUTION NO. _____

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

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

Section 1: That certain property of the City of Bentonville's Street Department, specifically a 2001 Caterpillar Excavator (#3810-05) should be and the same is hereby declared to be surplus property, and the Mayor or his designee is authorized to dispose of such property pursuant to law.

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	
☒	Resolution	
☐	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

February 13, 2018

Submitted by:

Dennis Birge

Department

Transportation

Phone

271-6840

ACTION REQUIRED:

Staff recommends City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with BC Center, LLC and Mercy Health Northwest for Traffic Signal Cost-Sharing Agreement, located at SW 41st Street and SW I Street.

COST TO CITY:

Cost of this Request:

Additional Budget Amount \$0

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memorandum



To: City Council, Mayor McCaslin
From: Dennis Birge, Transportation Engineer
Date: February 13, 2018
Re: Cost-Sharing Agreement with BC Center and Mercy Health Northwest

Staff recommends City Council approval of a budget adjustment and resolution authorizing the Mayor and City Clerk to enter into an agreement with BC Center and Mercy Health Northwest, for required design and construction of the 41st Street Traffic Signal located at the intersection of SW I Street and SW 41st Street.

Total estimated cost of the project is \$206,400.00. BC Center, LLC and Mercy Health Northwest each are to pay 25% of the cost and the City shall pay the remaining 50%. BC Center, LLC will oversee and direct the design and construction of the signal in accordance with the approved plans.

Thank you for your consideration of this request.

TRAFFIC SIGNAL COST-SHARING AGREEMENT

This TRAFFIC SIGNAL COST-SHARING AGREEMENT (the "Agreement") is made and entered into as of February __, 2018, by and between BC CENTER, LLC, an Arkansas limited liability company ("BC Center"), MERCY HEALTH NORTHWEST ARKANSAS COMMUNITIES, ("Mercy"), and the CITY OF BENTONVILLE, a municipal corporation and political subdivision of the State of Arkansas ("City"). BC Center, Mercy, and City may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. BC Center is the owner of real property located at 4000 S.W. Modern Way, Bentonville, Arkansas 72712.

B. Mercy is the owner of real property located at 4100 SW I Street Bentonville, AR 72712, which is adjacent to the BC Center property.

C. The City has required that certain traffic signal improvements be constructed at the intersection of I Street and 41st Street in Bentonville, Arkansas (the "41st Street Signal").

D. BC Center is willing to undertake the design and construction of the 41st Street Signal in return for the Parties' agreement to share the costs of the 41st Street Signal as set forth herein.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and stipulations contained herein, the Parties agree as follows:

COVENANTS AND AGREEMENTS

ARTICLE I

CONSTRUCTION OF THE 41ST STREET SIGNAL

1.01 Design and Construction - 41st Street Signal. BC Center shall oversee and direct the design and construction of the 41st Street Signal (the "Work"), in accordance with the approved Plans. BC Center shall cause the 41st Street Signal to be constructed in accordance with the rules and regulations of City of Bentonville and Benton County ("County") and any other regulations and requirements of governmental agencies having proper jurisdiction, and shall not advertise for final payment to the contractor unless and until the same have granted initial acceptance of the 41st Street Signal subject only to standard warranty periods and procedures. BC Center warrants that the construction will be completed lien-free, and will not be subject to any mechanics' liens, chattel mortgages, mortgages, deeds of trust, security agreement, or other encumbrances which are not contested and removed in due course.

1.02 Plans. Upon execution of this Agreement, BC Center shall cause plans and specifications for the 41st Street Signal ("Plans") to be prepared by CEI Engineering Associates, Inc., which Plans shall comport with all applicable laws, rules, standards and codes of those governmental agencies having jurisdiction, and shall be submitted to both City and Arkansas Highway and Transportation Department for approval.

1.03 Compliance with Subdivision Code. Pursuant to § 300.11 of the Subdivision Code for City of Bentonville, BC Center shall provide to City a letter of credit or cashier's check for an amount equal to 100% of the estimated total cost for the Work.

1.04 Estimated Cost; Payments. The Parties acknowledge that the estimated cost of the Work is \$206,400.00 (the "Estimated Cost"), as itemized on Exhibit A attached hereto. Once the final design and construction costs for the Work have been established, BC Center shall notify the Parties of the actual cost of the Work. BC Center shall pay the design and construction firms for the cost of the Work and will provide copies of all invoices for the Work to the Parties. Upon completion of the Work, the Parties agree to reimburse BC Center within thirty (30) days following the receipt of an invoice from BC Center allocating each Party's allocation of the Cost of the Work (the "Final Cost Statement"), as follows:

- (a) The City shall pay Fifty percent (50%) of the Final Cost Statement;
- (b) Mercy shall pay Twenty-Five percent (25%) of the Final Cost Statement; and
- (c) BC Center shall be responsible for Twenty-Five percent (25%) of the Final Cost Statement.

ARTICLE II MISCELLANEOUS PROVISIONS

2.01 City Council Approval. The terms of this Agreement and the Parties obligations hereunder are subject to the prior approval of the City of Bentonville City Council.

2.02 Modification. This Agreement may not be modified, amended, changed or terminated except as otherwise provided herein, in whole or in part, other than by an agreement in writing, duly authorized and executed by the Parties.

2.03 Assignment. Neither this Agreement nor the rights and obligations herein may be assigned by any Party to this Agreement without the prior written permission of the other Party, which permission shall not be unreasonably withheld.

2.04 Binding Effect. This Agreement shall be binding on the Parties and their successors and assigns.

2.05 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Arkansas. Further, the Parties hereby agree that the state courts of Arkansas shall have exclusive jurisdiction and venue to determine any disputes under this Agreement.

2.06 Enforcement. The Parties acknowledge and agree that this Agreement may be enforced in law or equity by a decree of specific performance (but only in those instances where damages or other equitable relief is unavailable), damages, or other legal and equitable relief as may be available to either Party subject to the provisions of the laws of the State of Arkansas.

2.07 Notice. Any notice required or permitted to be given hereunder must be in writing and shall be deemed to be given when (a) hand delivered with reasonable evidence of receipt, or (b) one business day after pickup by United Parcel Service (Overnight) or Federal Express, or another similar reputable overnight express service, (c) sent by registered or certified mail, postage prepaid, return receipt requested, or (d) transmitted by via e-mail, in any case addressed to the parties at their respective addresses set forth below:

BC Center, LLC:

BC Center, LLC
Attn: John Youngblood, Manager
4940 South Farm Road 189, Suite 300
Rogersville, Missouri 65742

City of Bentonville:

City of Bentonville
Attn: Travis Matlock, PE, Engineering Director
3200 Municipal Drive
Bentonville, AR 72712

Mercy:

Mercy Health Northwest Arkansas Communities
Attn: Robbie Hinz, Counsel
2710 Rife Medical Lane
Rogers, Arkansas 72758

or to such other address as either party may from time to time specify in writing to the other party. An email notice shall be deemed delivered and received (A) if delivered or transmitted before 5:00 pm Central Time on a business day, and (B) otherwise on the next business day following actual delivery or transmittal.

2.08 Authority to Enter into Agreement. Each Party to this Agreement represents that it has the authority to enter into and to perform its obligations under this Agreement and that the person signing on its behalf has the authority to do so and bind it.

2.09 Attorney Fees. In the event any Party to this Agreement commences an action to enforce any of the provisions hereof, the prevailing Party in such action shall recover from the other Party to such action the prevailing Party's reasonable costs and reasonable attorney fees.

2.10 Signatures. This Agreement may be signed in counterparts, and each counterpart will be considered an original. This Agreement may be executed by facsimile signature.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

BC CENTER HC

By: 

Name:

Title:

JOHN F. YOUNG
MANAGER

11/8/18

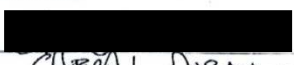
CITY OF BENTONVILLE

By: _____

Name: _____

Title: _____

MERCY HEALTH NORTHWEST ARKANSAS
COMMUNITIES

By: 

Name:

Title:

CHERYL DORAN
Director POC. mercy

12/11/17

Exhibit A
41st Street Signal Cost Estimates



CEI Engineering Associates, Inc. 24-Jul-17
P.O. Box 1408 CEI Project No: 29511
Bentonville, AR 72712
Phone: (479) 273-9472
Nate Bachelor

Limited Opinion of Probable Cost
1-Street luxury Apartments (Traffic Signal)
Bentonville, Arkansas

Item	Quantity	Unit	Cost	Total
1 Decorative Signal Poles, Heads, Controller & Wiring	1	LS	\$ 185,000.00	\$ 185,000.00
2 Engineering Design, Surveying, and Construction observation	1	LB	\$ 21,400.00	\$ 21,400.00
			Total	\$ 206,400.00

Note:

This Engineer's estimate of construction costs is based on recent local area bid tabulations, industry estimating manuals and other available data. This Engineer's estimate is without the benefit of actual bidding, local contractor input, or Local City or State final design approval. The actual costs, at bid could vary.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY
CLERK TO ENTER INTO A COST-SHARING
AGREEMENT WITH BC CENTER, LLC AND MERCY
HEALTH NORTHWEST FOR 41ST STREET TRAFFIC
SIGNAL.**

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an cost-sharing agreement with BC Center, LLC and Mercy Health Northwest Communities for design and construction of the 41st Street Traffic Signal Project in an amount of \$206,400.00 as set forth in the proposal attached hereto as Exhibit "A".

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

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

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 13, 2018

Submitted by:

Dennis Birge

Department

Transportation

Phone

271-6840

ACTION REQUIRED:

City Council approval of a budget adjustment in the amount of \$103,200.00 for the design and construction of the 41st Street Signal at the intersection of SW I Street and SW 41st Street. Total cost estimate of the project is \$206,400.00. See attached budget adjustment form and cost-sharing agreement.

COST TO CITY:

Cost of this Request: N/A

Additional Budget Amount \$103,200

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	-
Funds Expended to Date		-
Remaining Budget		-
Budget Adjustment		103,200
Remaining After Adjustment	\$	103,200

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memorandum



To: City Council, Mayor McCaslin
From: Dennis Birge, Transportation Engineer
Date: February 13, 2018
Re: Cost-Sharing Agreement with BC Center and Mercy Health Northwest

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Thank you for your consideration of this request.





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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 13, 2018

Submitted by:

Bryan Wick

Department

Engineering

Phone

696-0227

ACTION REQUIRED:

City Council approval of a Resolution allowing the Mayor to enter into an agreement with CEI Engineering Associates, Inc. for bid, construction observation and asbuilt services for the ArDot Job # 090473 HWY 102/SW "I" St. Inters. Impvts (Bentonville) (S), commonly known as SW I Street Right Turn Lane. The cost of this contract will be \$197,015.00 and will come out of Bond Funds.

COST TO CITY:

Cost of this Request: \$197,015

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memorandum



To: Mayor and City Council
From: Bryan Wick, Project Manager
Date: Tuesday, February 06, 2018
Re: CEI Additional Services Contract for SW I Street Right Turn Lane, ArDot # 090473

On May 24th, 2016, City Council approved an Agreement of Understanding and Resolution (5-24-16C) with the Arkansas Department of Transportation (ArDot) to design and construct a right turn lane on SW I between HWY 102 and Melissa Drive. This project is currently 90% complete in the design phase.

Now that the project is close to bid, additional professional services are needed to help during the construction phase of the project. CEI has been asked to prepare a contract to include bid, observation and as-built services necessary to complete the project. These services will help the City meet compliance with ArDot STP-A grant requirements. The contract amount for these services total \$197,015.00, which will be paid for out of Bond Funds.

Staff requests City Council approval of a resolution allowing the Mayor to enter into a contract with CEI Engineering Associates for the bid, observation and as-built services needed to complete ArDot Job # 090473 HWY 102/SW "I" St. Inters. Impvts (Bentonville) (S), commonly known as SW I Street Right Turn Lane.

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



City of Bentonville, Arkansas
Advertising, Bidding, and Construction Phase Services for ArDOT 090473
SW I Street, Bentonville, AR
Proposal for Engineering Services
February 6, 2018 CEI# 30049S

3108 SW Regency Parkway, Suite 2, Bentonville, AR 72712 (479) 273-9472 / CEI Contact: Aaron Smith, PE

I. PROJECT DESCRIPTION

This proposal includes additional services for the ArDOT #090473 HWY. 102/SW "I" ST. INTERS. IMPVTS. (BENTONVILLE)(S), FAP # Z230-9036(19), ILSD #17-00012 project. The additional services include Post 90% Design, Advertising, Bidding, and Construction Phase Services. Detailed scope of each additional service can be found within the Scope of Basic Services section below. Unless amended by an Extra Work Authorization (EWA), or otherwise negotiated and agreed by contract between the City of Bentonville and CEI Engineering Associates, Inc. (CEI), this proposal shall commence upon authorization to proceed by the City of Bentonville and remain in effect until project completion. Manhour and fees provided within this proposal are based upon a construction duration of 300 calendar days.

II. SCOPE OF BASIC SERVICES

A. Post 90% Design, Advertising, and Bidding Phase Services:

- CEI will provide Post 90% Design, Advertising, and Bidding Phase Services, as outlined as tasks within the table below. Estimated Manhours and fees are provided for each labor category within each task.

TASK	DM	PE	CONST. OBS.	ADMIN	TOTAL
POST 90% DESIGN, ADVERTISING, AND BIDDING					
Complete Bid Package Preparation	6	6		2	14
Coordinate Advertisement Information with Owner	3	1		1	5
Bidding Coordination, Answering RFI's, and Issuing Addendum	18	28			46
Assisting Owner with and Attending Mandatory Pre-Bid and Bid Opening	6	6		3	15
Compiling Bid Tabulation and Recommending Lowest Apparent Bidder	2	6		2	10
Finalize Contract Documents	1	4		2	7
TOTAL MH HOURS	36	51		10	97
HOURLY RATES	\$180.00	\$125.00	\$80.00	\$65.00	
POST 90% DESIGN, ADVERTISING, AND BIDDING FEES	\$6,480.00	\$6,375.00	\$0.00	\$650.00	\$13,505.00

- Proposal assumes Mandatory Pre-Bid and Bid Opening Meetings to be held in the City of Bentonville City Council Chambers – 305 SW A Street, Bentonville, AR 72712.

Post 90% Design, Advertising, and Bidding Phase Services Fees ... \$ 13,505.00 (Hourly, not to exceed)

B. Construction Phase Services:

- CEI will provide Construction Phase Services, as outlined as tasks within the table below. Estimated Manhours and fees are provided for each labor category within each task

MANHOURS							
TASK	DM	PE	CONST. OBS.	ADMIN	SUR. PC.	SUR. FS	TOTAL
CONSTRUCTION PHASE SERVICES							
Coordinating, Attending, and Conducting Preconstruction Meeting	4	8	4	2			18
Issuance of Notice to Proceed	1	2					3
Submittal/Shop Drawing Reviews (assumes 20 reviews)	20	40					60
Monthly Pay Application and Schedule of Completed Work Review	10	60	30				100
Half-Time On-Site Construction Observation and Construction Administration	30	100	1,200	20			1,350
Compiling Observation Reporting and Creating Photographic Logs			300				300
Attendance of Monthly Construction Coordination Meetings	10	20	30				60
Project Substantial Completion Walkthrough and Punchlist Compilation	4	12	4				20
Final Walkthrough and Recommendation of Acceptance of Completed Work	4	6	4				14
As-Built Preparation (Survey, Final Record Drawing Prep)	4	10	10		20	20	64
Final Project Closeout	2	8	4	2			16
TOTAL MH HOURS	89	266	1,586	24	20	20	2,005
HOURLY RATES	\$180.00	\$125.00	\$80.00	\$65.00	\$80.00	\$75.00	
CONSTRUCTION PHASE SERVICES FEES	\$16,020.00	\$33,250.00	\$126,880.00	\$1,560.00	\$1,600.00	\$1,500.00	\$180,810.00

- Shop Drawing Reviews assumes the review of up to 20 items;
- CEI will review contractor pay applications and check for correctness versus completed work once monthly over a 10-month construction duration;
- Construction Observation to occur at 4 hours per day over the estimated 300 calendar day construction duration;
- Construction Observation Reporting and Photographic Logs to occur at 1 hour per day over the estimated 300 calendar day duration;
- Construction Administration includes the Engineer being available for general coordination with the Contractor and Owner, up to the hours shown. Should more hours be warranted, an Extra Work Authorization will be negotiated;
- Monthly Coordination Meetings shall take place at the project site once per month over a 10-month duration;
- Should construction exceed the estimated 300 calendar days (10 months), an EWA will be submitted to request for additional Manhours and Fees;
- Manhours and Fees include no property owner or public coordination during construction;
- At no point shall CEI be responsible for Construction Inspection services, nor shall CEI be responsible for approval of construction activities. CEI will observe and report construction operations, only. If discrepancies between construction and contract documents arise, CEI shall notify all involved parties of the discrepancy.
- Fees include use of CEI company vehicle, measuring tape; measuring wheel; level, manhole cover hook, and camera. This proposal does not include the use of any other equipment.
- Upon closeout of the project, CEI will provide one set of hard copy As-built Plans, as well as one CD containing a PDF of the As-built Plans and a CAD file of the As-Built features. As-built drawings will contain linework of the constructed facility (including the relocated water main), as well as elevations of project features, including storm facility flowlines.

Construction Phase Services Fees.....\$ 180,810.00 (Hourly, not to exceed)

Reimbursable Expenses\$ 2,700 (Materials, not to exceed)

Total Proposed Fees\$ 197,015.00

III. RESPONSIBILITY OF CLIENT

Client shall provide to CEI, the following items:

- A. Notice to Proceed with Services;
- B. Use of City of Bentonville Council Chambers for necessary meetings.

SERVICES NOT INCLUDED/ADDITIONAL SERVICES

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

- Feasibility study, including physical, political, and/or financial opportunities or constraints
- Contract management and coordination of subconsultants including, but not limited to, the following services:
 - Geotechnical investigation/report
 - Environmental studies/report (e.g. Phase I & II ESAs)
 - Traffic study/report
 - Water flow test/distribution report
 - Historical and archeological studies
 - Ecological studies (e.g. wetland and threatened & endangered species)
- Preparation of perspectives, renderings, and models

- Attendance/presentation at public meetings (e.g. Planning Commission, City Council, Zoning Board of Appeals, Board of Adjustments, etc.)
- Preparation/presentation of conditional or special use permit applications
- Obtaining new or updated title policies
- Platting/replatting
- Preparation of easement and right of way documents, including new and vacations/abandonments
- Preparation of covenant and development agreements
- Preparation of a drainage study/report
- Design and plan preparation for major stormwater drainage improvements or relocations (e.g. box culverts, large ditches, and storm sewers greater than 4-foot in diameter)
- Preparations of flood studies, elevation certificates, FEMA or Corp of Engineer applications or permits
- Preparation of documentation, applications or permits for stormwater pollution prevention plans, NOIs, etc.
- Design and plan preparation for offsite utility extensions other than those immediately adjacent to the project site
- Design and plan preparation for offsite street improvements, such as road widenings, acceleration/deceleration lanes, and medians (*design/plans for both curb cuts and municipal sidewalks along the site frontage will be included in the basic services for design projects*)
- Preparation of retaining wall design/plans
- Photometric design/preparation of site lighting plans
- Preparation of opinions of probable construction costs (OPCs)

IV. SCHEDULE OF CHARGES

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

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

ARKANSAS (01-01-18)

Officer / Branch Manager	\$ 200.00
Department Manager	\$ 180.00
Program Manager	\$ 160.00
Project Manager	\$ 150.00
Assistant Project Manager	\$ 125.00
Senior Project Engineer	\$ 150.00
Project Engineer	\$ 125.00
Registered Landscape Architect	\$ 125.00
Registered Land Surveyor	\$ 120.00
Survey Project Manager	\$ 120.00
Assistant Survey Project Manager	\$ 95.00
Sr. Survey Party Chief	\$ 90.00
Survey Party Chief	\$ 80.00
Survey Technician	\$ 75.00
Field Specialist	\$ 60.00
Project Designer	\$ 95.00
CAD Designer	\$ 85.00
CAD Technician	\$ 70.00
Construction Observer	\$ 80.00
Office Administrative Manager	\$ 90.00
Program Assistant	\$ 70.00
Administrative Assistant	\$ 65.00

SUB-CONSULTANT SERVICES: In cases where CEI retains another consultant to provide services outside of our area of practice, cost of such services will be charged at 110% of actual invoice cost.

REIMBURSABLE EXPENSES: Outside services, and related materials, will be charged at the actual invoice cost. In addition, direct out-of-pocket costs such as postage, delivery services, travel (other than

vehicle mileage), and subsistence expenses will be charged at actual costs. CEI agrees to not bill vehicular mileage to the City of Bentonville for vehicular travel between the project site and the CEI Bentonville office. Should situations arise requiring subconsultant travel, or travel for unforeseen circumstances outside of this agreement, an EWA will be negotiated and vehicle mileage will be billed at the applicable I.R.S. rate allowed per mile.

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

V. CREDIT POLICY

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

Client's Initials _____

Required for contract to be valid

VI. STANDARD TERMS AND CONDITIONS

STANDARD OF PRACTICE

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

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

OWNERSHIP OF DOCUMENTS

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

RE-USE OF DOCUMENTS

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

INSURANCE

CEI maintains the following insurances:

Worker's compensation of a form and in an amount as required by law and employer's liability insurance of \$1,000,000.

Comprehensive general liability with limits of \$4,000,000 (\$2,000,000 per occurrence), and automotive liability insurance with limits of \$1,000,000 combined single limit.

Excess liability umbrella insurance of \$5,000,000.

Professional liability insurance with a limit of \$2,000,000, per claim/annual aggregate.

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

LIMITATION OF LIABILITY

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

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

INDEMNIFICATION

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

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

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

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

DISPUTE RESOLUTION

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

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

SEVERABILITY

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

PROJECT PUBLICITY AND RECOGNITION

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

LIEN RIGHTS

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

AMENDMENTS

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

PROJECT DELAY

Client acknowledges that in the event this project is delayed or put on hold for more than 60 days, after authorization to proceed, Client acknowledges that a resumption fee may be necessary based on the progress of the project prior to the hold and the timing associated with the hold. Client and CEI agree to negotiate a reasonable resumption fee prior to resumption.

SUCCESSORS AND ASSIGNS

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

TERMINATION

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

PROVIDED DATA

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

SITE SAFETY OR CONTROL

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

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

VII. APPROVAL SIGNATURE AND AUTHORIZATION TO PROCEED

Execution of this document in all required locations shall form the entire Professional Services Agreement between the Client and CEI. This Proposal and Agreement shall be executed by both parties, with both parties receiving a fully executed copy thereof. A copy of the executed Agreement shall be equally binding as the original.

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

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

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

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

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

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

City / State / Zip

Complete Phone Number

Signature - legally authorized to bind Contracting Entity	Print Name	Title	Date
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Signature, CEI Engineering Associates, Inc.	Print Name	Title	Date
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RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR TO
ENTER INTO AN AGREEMENT WITH CEI
ENGINEERING ASSOCIATES, FOR BID, OBSERVATION
AND AS-BUILT SERVICES FOR ARDOT JOB # 090473,
HWY 102/SW "I" ST. INTERS. IMPVTS (BENTONVILLE)
(S).**

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

Section 1: That the Mayor be and is hereby authorized to enter into an agreement with CEI Engineering Associates for bid, observation and as-built services for ArDot Job # 090473 HWY 102/SW "I" St. Inters. Impvts (Bentonville) (S) in an amount of \$197,015.00 as set forth in the contract attached hereto as Exhibit "A".

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

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

APPROVED:

MAYOR

ATTEST:

CITY CLERK