



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, February 27, 2018 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, February 27, 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: February 13, 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. (R. Erin Rushing, Executive Director of the Bentonville/Bella Vista Trailblazers Association, Inc. d/b/a NWA Trailblazers)
(Pages 5-25)
2. Planning:
- 2a. **Lot Split: Lots 39, 42, 43, & 64-66 of Wildwood Subdivision Phase VI, Dream Structures Residential, LLC, Southwest Morningstar Road, R-1, Single Family Residential.**
(Pages 29-30)

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a lot split for an approximately 3.51 acre area, splitting Lot 27 of Wildwood Subdivision Phase VI and creating Lots 39, 42, 43, and 64-66 of Wildwood Subdivision Phase VI. Per the City's GIS website, public water and sewer are available to all lots created by this subdivision. The average lot size is approximately .26 acres. A 20 ft. utility easement will be dedicated per this plat.

- 2b. **Lot Split: Lots 1 & 2 of Grimsley Addition, Carolyn Grimsley, 6349 Lee Harris Road, A-1, Agricultural.**
(Pages 31-34)

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a lot split for an approximately 66.75 acre area, creating Lots 1 & 2 of Grimsley Addition. Each lot will have access to a public street and public utilities. Right-of-way along SW Lee Harris Road and SW Regional Airport Boulevard will be dedicated per the plat. A 20 ft. utility easement along the northern and western property lines will be dedicated per the plat.

- 2c. **Property Line Adjustment: Lot 28 of Crabtree Addition, Gregory Luka , 807 NW A Street, R-1, Single Family Residential. (Pages 35-36)**

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a property line adjustment removing the common lot line between Lots 13 & 16 of Crabtree Addition, creating Lot 28 of Crabtree Addition. The new lot has access to a public street and public utilities. Right-of-way along NW A Street will be dedicated per the plat. A 10 ft. general utility easement along the western property line will be dedicated per this plat.

- 2d. **Property Line Adjustment: Lot 27 of Crabtree Addition, Timothy Kenyon , 811 NW A Street, R-1, Single Family Residential. (Pages 37-38)**

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a Property Line Adjustment removing the common lot line between Lots 8 & 9 of Crabtree Addition, creating Lot 27 of Crabtree Addition. The new lot has access to a public street and public utilities. Right-of-way along NW A Street will be dedicated per this plat.

- 2e. **Rezoning: McDonald, 9688 Haxton Road, From A-1, Agricultural to R-1, Single Family Residential. (Pages 39-41)**

The Planning Commission voted 6-0, recommending approval.

This property is not reflected on the Future Land Use Map. The R-1, Single Family Residential zoning, however, is an appropriate zoning district considering current and future surrounding uses.

- 2f. **Rezoning: NWA Trailblazers, Punkin Hollow Road, From A-1, Agricultural to C-1, Neighborhood Commercial. (Pages 42-45)**

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan depicts this property as Agricultural (A). The C-1, Neighborhood Commercial zoning is not an appropriate zoning district for this designation, but is compatible with existing and adjacent uses.

3. Request for a waiver of competitive bidding to allow for the purchase of equipment and upfitting of three (3) new Tahoes purchased from Superior Auto Group in Siloam Springs. The funding for these vehicles, including ALL equipment and upfitting, was approved by Council in the current year, 2018 Budget, and amounts to \$54,000 per vehicle (\$162,000 total). The purchase of the three (3) Tahoes, including options and delivery, will be below State Bid Pricing at \$35,304.85 each (\$105,914.55 total). The total cost of the equipment and upfitting is estimated to be \$15,981.35 each (\$47,944.05 total). This grand total is within the 2018 budgeted amount, but the the cost of the actual equipment and upfitting for these three (3) Tahoes, would exceed state competitive bidding requirements. This waiver of competitive bidding would allow the adherence to spending requirements and also allow Superior Auto Group to provide the equipment and installation along with the vehicle purchase. Having Superior Auto Group source these equipment items and provide the installation will streamline the process, protect our vehicle warranties, and also allow the equipment and upfitting costs to be included in the final purchase price of the vehicle.
(Pages 46-48)
4. Staff recommends to the Mayor and City Council approve the change order to the materials contract with Dis-Tran in the amount of \$2,330.49.
(Pages 49-52)
5. A resolution authorizing the Mayor and City Council to grant a 20' utility easement to Black Hills Energy along the north property line of the Community Center property.
(Pages 53-59)
6. City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with First Employment Staffing to provide temporary staff for Parks and Recreation and Public Works Maintenance Staff.
(Pages 60-64)
7. City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with Staffmark to provide temporary staff, on a supplemental basis, for Parks and Recreation and Public Works Maintenance Staff.
(Pages 65-70)
8. City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with Water Technology Inc., for the value of \$18,300, plus reimbursable expenses, for a conceptual master plan for Melvin Ford Aquatic Center. **(Pages 71-80)**
9. City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with Crafton Tull & Associates for improvements along the Razorback Greenway.
(Pages 81-90)
10. City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with Morrison Shipley Engineers for improvements along the Razorback Greenway.
(Pages 91-98)
11. Council approval to a transfer of assets to increase Parks and Recreations vehicle fleet count from Bentonville Water and Public Works Maintenance departments.**(Pages 99-100)**
12. City Council approval of final reconciliation Change Order, allowing for the installation of a second entrance/exit into each dugout at Memorial Park Baseball/Softball fields.
(Pages 101-103)

13. Staff requests Council's approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with Crystal Bridges to replace and relocate an existing 12" sanitary sewer main associated with the Momentary Development. Crystal Bridges will provide the materials listed in the document provided by McClelland Consulting Engineers, Inc., City of Bentonville will install/relocate the existing sewer main. See attached memo for details. **(Pages 104-112)**
14. City Council Member discussion



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 27, 2018

Submitted by:

Jim Wheelless

Department

IT Department

Phone

271-5926

ACTION REQUIRED:

Approval of 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 (R. Erin Rushing, Executive Director of the Bentonville/Bella Vista Trailblazers Association, Inc. d/b/a NWA Trailblazers)

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, a petition was filed with the County Clerk of Benton County, Arkansas by the Bentonville/Bella Vista Trailblazers praying that certain territory be annexed to, and made a part of the City of Bentonville, Arkansas, and

WHEREAS, on the 5th day of **February, 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

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 2 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

Annexation-NWA Trailblazers
Exhibit "A"

SURVEY DESCRIPTION

A PART OF THE NORTHEAST QUARTER (NE¹/₄) OF THE SOUTHEAST QUARTER (SE¹/₄) OF SECTION 23, TOWNSHIP 20 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NE CORNER OF THE NE¹/₄ OF THE SE¹/₄ OF SAID SECTION 23; THENCE ALONG THE EAST LINE OF SAID NE¹/₄ OF THE SE¹/₄ S02°39'23"W 40.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE S02°39'23"W 857.66 FEET; THENCE LEAVING SAID EAST LINE N87°20'37"W 330.67 FEET; THENCE S55°07'07"W 133.48 FEET; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 80.64 FEET, A CENTRAL ANGLE OF 23°06'06", AND A CHORD BEARING AND DISTANCE OF N54°15'08"W 80.09 FEET; THENCE N65°48'11"W 150.70 FEET; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 148.73 FEET, A CENTRAL ANGLE OF 113°37'23", AND A CHORD BEARING AND DISTANCE OF N08°59'30"W 125.53 FEET; THENCE N47°49'12"E 51.97 FEET; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 425.00 FEET, AN ARC LENGTH OF 265.35 FEET, A CENTRAL ANGLE OF 35°46'24", AND A CHORD BEARING AND DISTANCE OF N29°56'00"E 261.06 FEET; THENCE N12°02'48"E 121.64 FEET; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 175.00 FEET, AN ARC LENGTH OF 79.14 FEET, A CENTRAL ANGLE OF 25°54'35", AND A CHORD BEARING AND DISTANCE OF N25°00'05"E 78.46 FEET; THENCE N37°57'23"E 231.18 FEET; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 125.00 FEET, AN ARC LENGTH OF 111.63 FEET, A CENTRAL ANGLE OF 51°10'03", AND A CHORD BEARING AND DISTANCE OF N63°32'25"E 107.96 FEET; THENCE N89°07'26"E 235.50 FEET TO THE POINT OF BEGINNING, CONTAINING 445,090.01 SQUARE FEET OR 10.22 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

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

FILED
2018 FEB -6 PM 12:09
CLERK OF COURT
BENTON COUNTY ARK

COUNTY COURT ORDER NO. CC 2018-03

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; and
- 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.

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

2-5-2018
Date

2018 0435

FILED

2018 FEB -1 PM 3:40

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

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

CC 2018-03

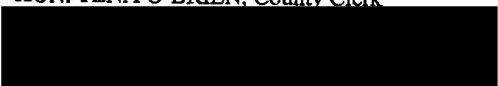
VERIFICATION OF PETITION FOR ANNEXATION PURSUANT TO ACA § 14-40-609

We, Tena O'Brien, County Clerk of Benton County, and Roderick Grieve, County Assessor of Benton County, attest as follows:

Our offices have received the attached petition seeking annexation. The petition has been reviewed and we hereby verify that the petition:

- (A) is in writing;
- (B) contains an attestation signed before a notary or notaries by the property owner or owners of the relevant property or properties confirming the desire to be annexed;
- (C) contains an accurate description of the relevant property or properties;
- (D) 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;
- (E) 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; and
- (F) include 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.


HON. TENA O'BRIEN, County Clerk


HON. RODERICK GRIEVE, County Assessor

FILED

2018 FEB -1 PM 3:40



Date: January 25, 2018
Subject: Proposed Annexation Checklist
CC 2018-03 Bentonville, AR

- ☒ (A) is in writing;
- ☒ (B) contains an attestation signed before a notary or notaries by the property owner or owners of the relevant property or properties confirming the desire to be annexed;
- ☒ (C) contains an accurate description of the relevant property or properties;
- ☒ (D) 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;
- ☒ (E) 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; and
- ☒ (F) include 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.

N/A [Additionally, we note that the legal description in (C) does not include in its description certain dedicated public roads and rights of way abutting or traversing the property to be annexed, the legal descriptions for which are included on the attached Exhibit "A"]

Please contact me if you have any questions.

[REDACTED]
Michael D. Million
Manager - Mapping Dept.
Benton County Assessor's Office
Phone: 479-271-1037, ext. 7004
Email: michael.million@bentoncountyar.gov

FILED

2018 JAN 25 AM 10:01

TERESA O'BRIEN
CLERK & PROBATE CLERK
BENTONVILLE, ARK.

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

NO. CC2018-03

PETITION FOR ANNEXATION - 100 % OF OWNERS PETITIONING

DATE: 1-10-18

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.

(Legal description of the area to be annexed) *SEE ATTACHED*

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 A.

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.

FILED

2018 JAN 25 AM 10: 01

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 "A" 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 "B" 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 a desire that their property, which is included in the property described above, be annexed into the City of Bentonville.

FILED

2018 JAN 25 AM 10:01

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.

CO. & PROPRATE CLERK
BENTON COUNTY, ARK.

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.

[Redacted Signature]

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

EXECUTIVE DIRECTOR

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

18-09831-001

Parcel number of property to be annexed

ACKNOWLEDGMENT

State of Arkansas)
County of Benton) ss.

On this the 10th day of January, 2018, before me, the undersigned officer, personally appeared K. ERIN TRUSHING, 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.

[Redacted Signature]

NOTARY PUBLIC

My Commission Expires:

7-7-2026



FILED

2018 JAN 25 AM 10: 01

BENTONVILLE/BELLA VISTA TRAILBLAZERS ASSOCIATION, INC.
d/b/a NWA TRAILBLAZERS

CERTIFICATE OF AUTHORITY

I, **Erin Rushing, Executive Director of Bentonville/Bella Vista Trailblazers Association, Inc. d/b/a NWA Trailblazers**, certify that pursuant to the Operating Agreement for **Bentonville/Bella Vista Trailblazers Association, Inc. d/b/a NWA Trailblazers**, a State of **Arkansas Corporation**, and by the express unanimous consent of its Members, I am duly authorized, as **Executive Director**, for and on behalf of said **Corporation**, to act as Buyer in connection with the transfer of title to the real estate by said **Corporation** located at **P.O. Box 2821, Bentonville, AR 72712** hereto, and enter into, execute and perform any and all agreements, closing statements, deeds of trusts, mortgage, conveyances, certificates, affidavits or other instruments or documents in connection therewith or in furtherance thereof on behalf of said **Corporation**, and take any and all further action necessary or consistent therewith.

Dated this the 27 th day of July, 2017


Erin Rushing, Executive Director

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 **Erin Rushing**, who acknowledged himself to be **Executive Director of Bentonville/Bella Vista Trailblazers Association, Inc. d/b/a NWA Trailblazers**, an **Arkansas Corporation**, and that he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 27th day of July, 2017.


Gina Nida, Notary Public

My Commission Expires:
7-7-2026



FILED

2018 JAN 25 AM 10:01

Annexation-NWA Trailblazers
Exhibit "A"

JENNA O'BRIEN
CO. & PROBATE CLERK
BENTON COUNTY, ARK.

SURVEY DESCRIPTION

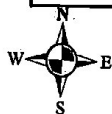
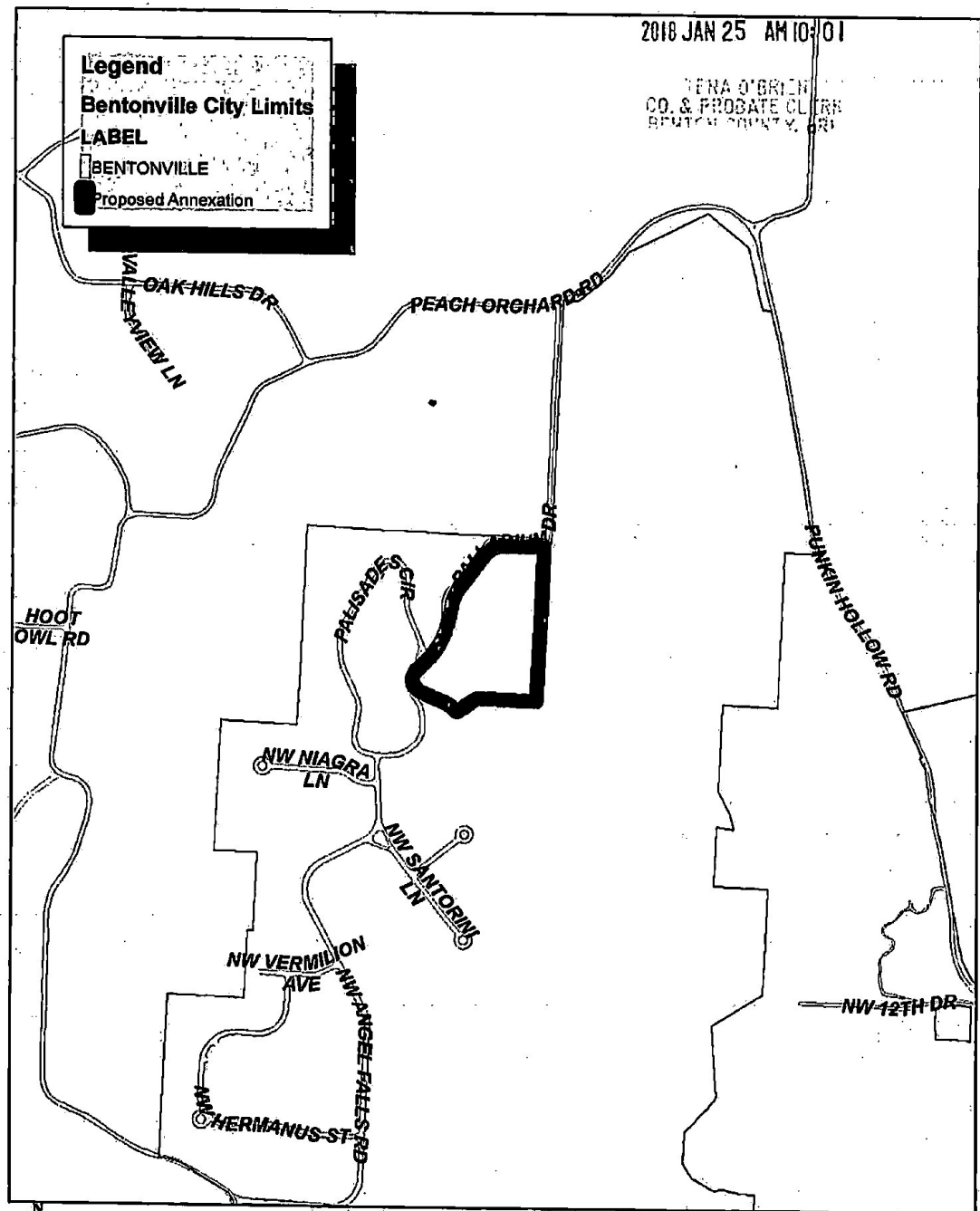
A PART OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SECTION 23, TOWNSHIP 20 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NE CORNER OF THE NE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SAID SECTION 23; THENCE ALONG THE EAST LINE OF SAID NE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ S02°39'23"W 40.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE S02°39'23"W 857.66 FEET; THENCE LEAVING SAID EAST LINE N87°20'37"W 330.67 FEET; THENCE S55°07'07"W 133.48 FEET; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 80.64 FEET, A CENTRAL ANGLE OF 23°06'06"; AND A CHORD BEARING AND DISTANCE OF N54°15'08"W 80.09 FEET; THENCE N65°48'11"W 150.70 FEET; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 148.73 FEET, A CENTRAL ANGLE OF 113°37'23", AND A CHORD BEARING AND DISTANCE OF N08°59'30"W 125.53 FEET; THENCE N47°49'12"E 51.97 FEET; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 425.00 FEET, AN ARC LENGTH OF 265.35 FEET, A CENTRAL ANGLE OF 35°46'24", AND A CHORD BEARING AND DISTANCE OF N29°56'00"E 261.06 FEET; THENCE N12°02'48"E 121.64 FEET; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 175.00 FEET, AN ARC LENGTH OF 79.14 FEET, A CENTRAL ANGLE OF 25°54'35", AND A CHORD BEARING AND DISTANCE OF N25°00'05"E 78.46 FEET; THENCE N37°57'23"E 231.18 FEET; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 125.00 FEET, AN ARC LENGTH OF 111.63 FEET, A CENTRAL ANGLE OF 51°10'03", AND A CHORD BEARING AND DISTANCE OF N63°32'25"E 107.96 FEET; THENCE N89°07'26"E 235.50 FEET TO THE POINT OF BEGINNING, CONTAINING 445,090.01 SQUARE FEET OR 10.22 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

FILED

2018 JAN 25 AM 10:01

TERESA O'BRIEN
CLERK
CO. & PROBATE CLERK
BENTON COUNTY, OR



"EXHIBIT B"
ANNEXATION
BENTONVILLE/BELLA VISTA TRAILBLAZERS ASSOCIATION

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



First National
Title Company

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

EXHIBIT "C"

Faulkner County Title Company
A Division of
First National Title Company
Conway
711 Locust 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. Markham Street #100
Little Rock, AR 72201

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

October 10th, 2017

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

FILED
2018 JAN 25 AM 10:02
CO & PROBATE CLERK
BENTON COUNTY, AR

FILED

2018 JAN 25 AM 10:02

ANNEXATION
EXHIBIT "C-1"

TERA O'BRIEN
CL. & PROBATE CLERK
BENTONVILLE, AR

BENTONVILLE/BELLA VISTA TRAILBLAZERS ASSOCIATION INC 18-09831-001

FILED

2018 JAN 25 AM 10:02

ANNEXATION

"EXHIBIT C-2"

WMA O'BRIEN
CO. & PROBATE CLERK
BENTON COUNTY, ARK.

A PART OF THE NORTHEAST QUARTER (NE¹/₄) OF THE SOUTHEAST QUARTER (SE¹/₄) OF SECTION 23, TOWNSHIP 20 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NE CORNER OF THE NE¹/₄ OF THE SE¹/₄ OF SAID SECTION 23; THENCE ALONG THE EAST LINE OF SAID NE¹/₄ OF THE SE¹/₄ S02°39'23"W 40.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE S02°39'23"W 857.66 FEET; THENCE LEAVING SAID EAST LINE N87°20'37"W 330.67 FEET; THENCE S55°07'07"W 133.48 FEET; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 80.64 FEET, A CENTRAL ANGLE OF 23°06'06", AND A CHORD BEARING AND DISTANCE OF N54°15'08"W 80.09 FEET; THENCE N65°48'11"W 150.70 FEET; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 148.73 FEET, A CENTRAL ANGLE OF 113°37'23", AND A CHORD BEARING AND DISTANCE OF N08°59'30"W 125.53 FEET; THENCE N47°49'12"E 51.97 FEET; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 425.00 FEET, AN ARC LENGTH OF 265.35 FEET, A CENTRAL ANGLE OF 35°46'24", AND A CHORD BEARING AND DISTANCE OF N29°56'00"E 261.06 FEET; THENCE N12°02'48"E 121.64 FEET; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 175.00 FEET, AN ARC LENGTH OF 79.14 FEET, A CENTRAL ANGLE OF 25°54'35", AND A CHORD BEARING AND DISTANCE OF N25°00'05"E 78.46 FEET; THENCE N37°57'23"E 231.18 FEET; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 125.00 FEET, AN ARC LENGTH OF 111.63 FEET, A CENTRAL ANGLE OF 51°10'03", AND A CHORD BEARING AND DISTANCE OF N63°32'25"E 107.96 FEET; THENCE N89°07'26"E 235.50 FEET TO THE POINT OF BEGINNING, CONTAINING 445,090.01 SQUARE FEET OR 10.22 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

FILED

2018 JAN 25 AM 10:02

TERA D'BRIEN
CO. & PROBATE CLERK
BENTON COUNTY, ARK

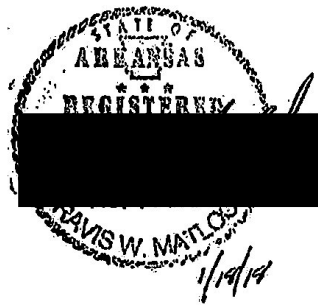
EXHIBIT "D"

Greetings:

This letter is given in connection with what is understood to be an effort to voluntarily annex certain real property (BENTONVILLE/BELLA VISTA TRAILBLAZERS ASSOCIATION INC 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.



FILED

2018 JAN 25 AM 10: 02

Annexation- BENTONVILLE/BELLA VISTA TRAILBLAZERS ASSOCIATION INC

Exhibit "D-1"

LENA O'BRIEN
CO. & PROBATE CLERK
BENTON COUNTY, ARK.

A PART OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SECTION 23, TOWNSHIP 20 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS; AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NE CORNER OF THE NE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SAID SECTION 23; THENCE ALONG THE EAST LINE OF SAID NE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ S02°39'23"W 40.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE S02°39'23"W 857.66 FEET; THENCE LEAVING SAID EAST LINE N87°20'37"W 330.67 FEET; THENCE S55°07'07"W 133.48 FEET; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 80.64 FEET, A CENTRAL ANGLE OF 23°06'06", AND A CHORD BEARING AND DISTANCE OF N54°15'08"W 80.09 FEET; THENCE N65°48'11"W 150.70 FEET; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 148.73 FEET, A CENTRAL ANGLE OF 113°37'23", AND A CHORD BEARING AND DISTANCE OF N08°59'30"W 125.53 FEET; THENCE N47°49'12"E 51.97 FEET; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 425.00 FEET, AN ARC LENGTH OF 265.35 FEET, A CENTRAL ANGLE OF 35°46'24", AND A CHORD BEARING AND DISTANCE OF N29°56'00"E 261.06 FEET; THENCE N12°02'48"E 121.64 FEET; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 175.00 FEET, AN ARC LENGTH OF 79.14 FEET, A CENTRAL ANGLE OF 25°54'35", AND A CHORD BEARING AND DISTANCE OF N25°00'05"E 78.46 FEET; THENCE N37°57'23"E 231.18 FEET; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 125.00 FEET, AN ARC LENGTH OF 111.63 FEET, A CENTRAL ANGLE OF 51°10'03", AND A CHORD BEARING AND DISTANCE OF N63°32'25"E 107.96 FEET; THENCE N89°07'26"E 235.50 FEET TO THE POINT OF BEGINNING, CONTAINING 445,090.01 SQUARE FEET OR 10.22 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

FILED

2018 JAN 25 AM 10:01



ARKANSAS
GIS OFFICE

TERA O'BRIEN
CO. & PROBATE CLERK
BENTON COUNTY, ARK

January 17, 2018

Mr. Jim Wheelless
GIS Coordinator - City of Bentonville
305 SW A Street
Bentonville, AR 72712

RE: City of Bentonville Annexation Coordination Requirement

Mr. Wheelless,

Thank you for coordinating with our office as you seek to annex property into the City of Bentonville described as the "Trailblazer Annexation." This letter represents confirmation that you have properly coordinated with our office (Arkansas GIS Office) as specified in § 14-40-101 (Act 914 of 2015) of the 90th General Assembly.

Our office will wait completion of any additional steps necessary for the proposed boundary change, which normally comes from the Arkansas Secretary of State Elections Division after any appropriate filing by your County Clerk.

Thank you,

Jennifer Wheeler, GIS Analyst
/jjw

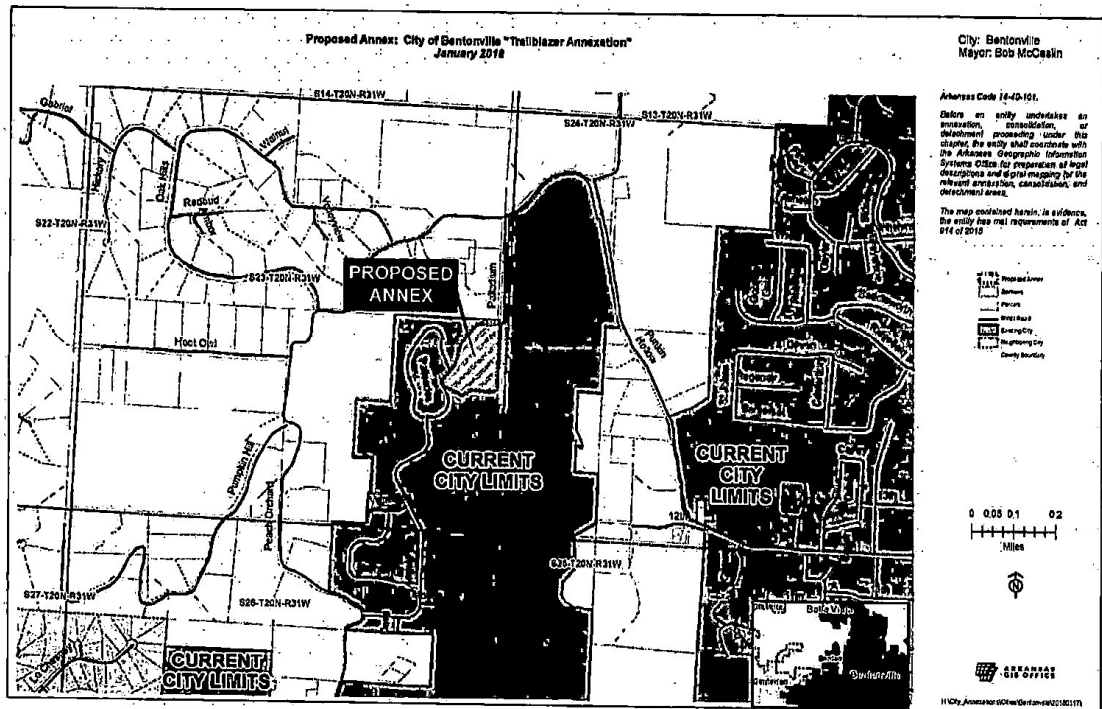
Attachments:
GIS Office Map of Proposed Annexation
Secretary of State Municipal Change Checklist

H:\City_Annexations\Cities\Bentonville\20180117\Doc\ 20180117_Bentonville_Annexation_Coordination_Letter.docx

ARKANSAS GIS OFFICE • 1 CAPITOL MALL SUITE 6D • LITTLE ROCK • ARKANSAS • 72201
PHONE (501) 682-2767 • www.gis.arkansas.gov • FAX (501) 682-6077

2018 JAN 25 AM 10: 01

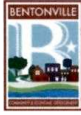
TERA O'BRIEN
CO. & PROBATE CLERK
BENTON COUNTY, ARK.



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 27, 2018

From the February 20, 2018 Planning Commission Meeting

Lot Split: Lots 39, 42, 43, & 64-66 of Wildwood Subdivision Phase VI, Dream Structures Residential, LLC, Southwest Morningstar Road, R-1, Single Family Residential.

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a lot split for an approximately 3.51 acre area, splitting Lot 27 of Wildwood Subdivision Phase VI and creating Lots 39, 42, 43, and 64-66 of Wildwood Subdivision Phase VI. Per the City's GIS website, public water and sewer are available to all lots created by this subdivision. The average lot size is approximately .26 acres. A 20 ft. utility easement will be dedicated per this plat.

Lot Split: Lots 1 & 2 of Grimsley Addition, Caryolyn Grimsley, 6349 Lee Harris Road, A-1, Agricultural.

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a lot split for an approximately 66.75 acre area, creating Lots 1 & 2 of Grimsley Addition. Each lot will have access to a public street and public utilities. Right-of-way along SW Lee Harris Road and SW Regional Airport Boulevard will be dedicated per the plat. A 20 ft. utility easement along the northern and western property lines will be dedicated per the plat.

Property Line Adjustment: Lot 28 of Crabtree Addition, Gregory Luka , 807 NW A Street, R-1, Single Family Residential.

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a property line adjustment removing the common lot line between Lots 13 & 16 of Crabtree Addition, creating Lot 28 of Crabtree Addition. The new lot has access to a public street and public utilities. Right-of way along NW A Street will be dedicated per the plat. A 10 ft. general utility easement along the western property line will be dedicated per this plat.

Property Line Adjustment: Lot 27 of Crabtree Addition, Timothy Kenyon , 811 NW A Street, R-1, Single Family Residential.

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a Property Line Adjustment removing the common lot line between Lots 8 & 9 of Crabtree Addition, creating Lot 27 of Crabtree Addition. The new lot has access to a public street and public utilities. Right-of-way along NW A Street will be dedicated per this plat.

Rezoning: McDonald, 9688 Haxton Road, From A-1, Agricultural to R-1, Single Family Residential.

The Planning Commission voted 6-0, recommending approval.

This property is not reflected on the Future Land Use Map. The R-1, Single Family Residential zoning, however, is an appropriate zoning district considering current and future surrounding uses.

Rezoning: NWA Trailblazers, Punkin Hollow Road, From A-1, Agricultural to C-1, Neighborhood Commercial.

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan depicts this property as Agricultural (A). The C-1, Neighborhood Commercial zoning is not an appropriate zoning district for this designation, but is compatible with existing and adjacent uses.



Consent Agenda Items

For Planning Commission meeting of February 20, 2018

Reviewer: Tyler Overstreet, Planner

- ❖ At the Technical Review meeting held on February 13, 2018 the Planning Commission requested these items be placed on the Consent agenda. The descriptions below shall serve as the staff report for each of the consent agenda items.

Lot Split: Lots 39, 42, 43, & 64-66 Wildwood Subdivision Phase VI, Dream Structures Residential, LLC, SW Morningstar Road, R-1, Single-Family Residential

The applicant has submitted a lot split for an approximately 3.51 acre area, splitting Lot 27 of Wildwood Subdivision Phase VI and creating Lots 39, 42, 43, and 64-66 of Wildwood Subdivision Phase VI. Per the City's GIS website, public water and sewer are available to all lots created by this subdivision. The average lot size is approximately .26 acres. A 20 ft. utility easement will be dedicated per this plat. *(Please click on this link to access the vicinity map for this item: <http://geo.bentonvillear.com/mgweb/PZpending/>)*

Lot Split: Lots 1 & 2 Grimsley Addition, Carolyn Grimsley, 6349 Lee Harris Road, A-1, Agricultural

The applicant has submitted a lot split for an approximately 66.75 acre area, creating Lots 1 & 2 of Grimsley Addition. Each lot will have access to a public street and public utilities. Right-of-way along SW Lee Harris Road and SW Regional Airport Boulevard will be dedicated per the plat. A 20 ft. utility easement along the northern and western property lines will be dedicated per the plat. *(Please click on this link to access the vicinity map for this item: <http://geo.bentonvillear.com/mgweb/PZpending/>)*

Property Line Adjustment: Lot 28 Crabtree Addition, Gregory Luka, 807 NW A Street, R-1, Single-Family Residential

The applicant has submitted a property line adjustment removing the common lot line between Lots 13 & 16 of Crabtree Addition, creating Lot 28 of Crabtree Addition. The new lot has access to a public street and public utilities. Right-of way along NW A Street will be dedicated per the plat. A 10 ft. general utility easement along the western property line will be dedicated per the plat. *(Please click on this link to access the vicinity map for this item: <http://geo.bentonvillear.com/mgweb/PZpending/>)*

Property Line Adjustment: Lot 27 Crabtree Addition, Timothy Kenyon, 811 NW A Street, R-1, Single-Family Residential

The applicant has submitted a property line adjustment removing the common lot line between Lots 8 & 9 of Crabtree Addition, creating Lot 27 of Crabtree Addition. The new lot has access to a public street and public utilities. Right-of-way along NW A Street will be dedicated per the plat. *(Please click on this link to access the vicinity map for this item: <http://geo.bentonvillear.com/mgweb/PZpending/>)*

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 39, 42, 43, & 64-66 OF
WILDWOOD SUBDIVISION PHASE VI TO THE CITY OF BENTONVILLE,
ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 39, 42, 43, & 64-66 of Wildwood Subdivision Phase VI, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on February 20, 2018; and,

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

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

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

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

Section 1: That the lot split of Lots 39, 42, 43, & 64-66 of Wildwood Subdivision Phase VI to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. _____

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

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 1 & 2 of Grimsley Addition, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on February 20, 2018; and,

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

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

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 28
OF CRABTREE ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lot 28 of Crabtree Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on February 20, 2018; and,

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

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

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

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

Section 1: That the property line adjustment of Lot 28 of Crabtree Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

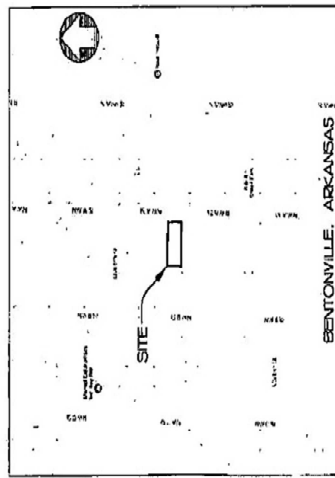
PASSED AND APPROVED this _____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



		DATE 1-14-83	
SCALE 1" = 30'		PROPERTY LINE ADJUSTMENT: PART LOTS 8 & 9 CRABTREE ADDITION CREATING LOT 27	
CASTER & ASSOCIATES LAND SURVEYING, INC. 275 GEYER STREET, SUITE 5 HOUSTON, TEXAS 77002-4444 Telephone: 479-250-4444		81 NW 1/4, STREET BENTONVILLE, ARKANSAS	

[illegible]

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 27
OF CRABTREE ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lot 27 of Crabtree Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on February 20, 2018; and,

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

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

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

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

Section 1: That the property line adjustment of Lot 27 of Crabtree Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

REZONING STAFF REPORT



McDonald

9688 Haxton Road

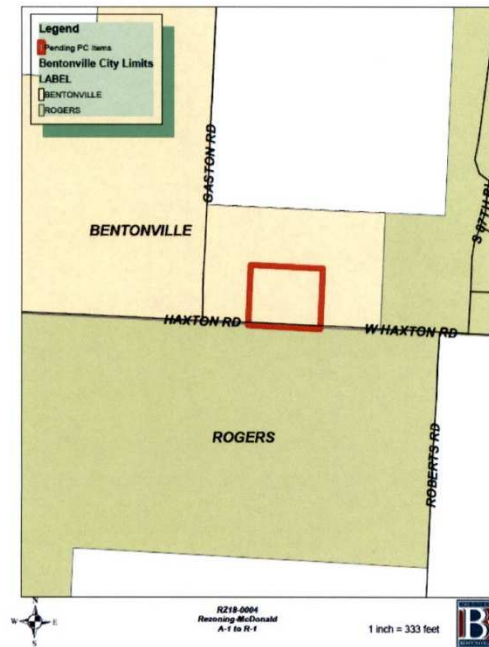
PC Date: 2/20/2018

Reviewer: Tyler Overstreet, Planner

Project Number	RZ18-0004
Applicant / Current Owner	Brian & Jessica McDonald 9688 Haxton Road Bentonville, AR 72712
Site Area	+/- 3.1 acres
Current Zoning	A-1, Agricultural
Requested Zoning	R-1, Single Family Residential
Future Land Use Map Designation	N/A

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

Location Map



Property Description

This approximately 3.1 acre property is located on Haxton Road. It was a part of a recent annexation into the City of Bentonville. Adjacent zonings are A-1 to the north, east, and west & the City of Rogers 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 not currently available to the site.

Relationship to the General Plan

This property is not reflected on the Future Land Use Map. The R-1, Single Family Residential zoning, however, is an appropriate zoning district considering current and future surrounding uses.

Conclusion

The R-1, Single Family Residential is an appropriate zoning district and is compatible with existing and adjacent uses.



January 11, 2018

Jon Stanley
Planning Department
City of Bentonville

RE: McDonald/Haxton Rezone Narrative

Jon,

Brian and Jessica McDonald are requesting to rezone their property at 9688 Haxton Road in Bentonville from A-1 to R-1. The owner is wanting to rezone the property, then split it into three lots. Once the lot is split, the owner plans to develop single family residences on each of the newly created lots. The rezone will allow for the construction of the houses and will not negatively affect traffic or the appearance of the area. In contrast, the development will be a welcome addition to the neighborhood. Water, sewer, and all other utilities are already in place to support the development.

Respectfully submitted,

A solid black rectangular box redacting the signature of M. Dirk Thibodaux.

M. Dirk Thibodaux, ASLA, PLA
Gray Rock, LLC

ORDINANCE NO. _____

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

WHEREAS, Brian & Jessica McDonald duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of A-1, Agricultural to R-1, Single Family Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

PART OF THE SW ¼ OF THE SE ¼ OF SECTION 26, TOWNSHIP 19N, RANGE 31W AND MORE PRECISELY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF THE SAID SW ¼ OF THE SE ¼. THENCE S 87° 03' 32"E, 261.24' TO THE POINT OF BEGINNING. THENCE N 2° 27' 46" E, 333.72'; THENCE S 87° 9' 18" E, 401.64'; THENCE S 2° 27' 21" W, 334.40'; THENCE N 87° 3' 32" W, 401.69' TO THE POINT 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 20, 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 A-1, Agricultural to R-1, Single Family Residential.

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

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

PASSED AND APPROVED this _____ day of _____, 2018.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



NWA Trailblazers

Punkin Hollow Road

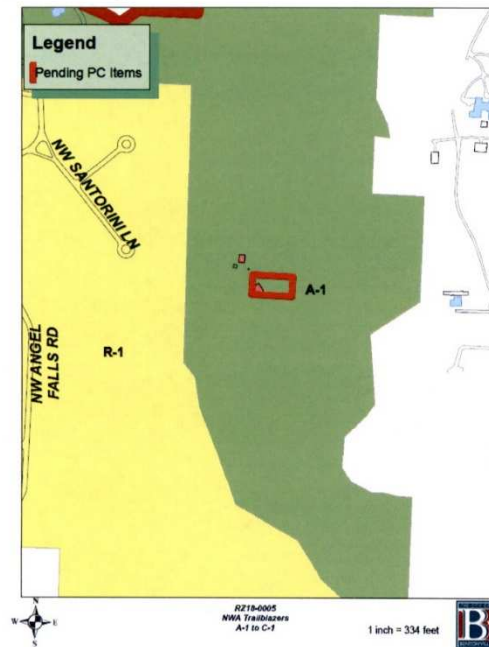
PC Date: 2/20/2018

Reviewer: Tyler Overstreet, Planner

Project Number	RZ18-0005
Applicant / Current Owner	NWA Trailblazers 900 SE 5 th Street, Suite 22 Bentonville, AR 72712
Site Area	+/- .57 acres
Current Zoning	A-1, Agricultural
Requested Zoning	C-1, Neighborhood Commercial
Future Land Use Map Designation	Agricultural (A)

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

Location Map



Property Description

This approximately .57 acre property is located within the Coler Mountain Bike Preserve area. Adjacent zonings are A-1 to the north, south, east, and west.

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 not currently available to the site.

Relationship to the General Plan

The Future Land Use Plan depicts this property as Agricultural (A). The C-1, Neighborhood Commercial zoning is not an appropriate zoning district for this designation.

Conclusion

The C-1, Neighborhood Commercial is not an appropriate zoning district for the Agricultural (A) Land Use designation, but is compatible with existing and adjacent uses.

ECOLOGICAL DESIGN GROUP, INC.

314 S. 3rd Street
Rogers, AR 72756



Project Narrative Rezoning

To: City of Bentonville
From: NWA Trailblazers
Date: January 16, 2018
Re: Coler Creek Trail & Park

On behalf of Bentonville/Bella Vista Trailblazers Association, Ecological Design Group, Inc. (EDG) is submitting this project narrative as part of the rezoning submittal.

Rezoning Narrative:

- State the current zoning designation and proposed zoning designation. Explanation of the proposed zoning change including current owner information and any proposed sales.
 - The parcel is currently zoned A1 and we are applying for a C1 rezoning. This parcel is owned by NWA Trailblazers and is located within the Coler mountain biking preserve. The applicant seeking the new zoning designation, along with a conditional use permit, in order to open a small café geared towards Coler visitors.
- Reason (need) for requesting the zoning change.
 - The applicant requests the rezoning in order to operate a café at Coler, which is not permitted in the current A1 zoning.
- Statement of how the property will relate to surrounding properties.
 - The parcel is surrounded by the Coler mountain biking preserve, which is zoned A1. The applicant intends to keep the nature- and recreation-oriented character of this parcel consistent with the remainder of the Coler property.
- Use.
 - This rezoning would allow us to operate a small café at the Coler preserve. This café would serve pre-made foods prepared offsite and would not require a full kitchen. Seating and tables will be made available here to both the café's visitors and visitors to Coler at large.
- Traffic.
 - Because this site is only accessible to Coler visitors via Coler's Greenway Trail and the café is geared primarily towards Coler's intended user base, the applicant anticipates the rezoning will have no impacts on traffic. Visitors to the café would be most likely to park at the parking lots at the north and south ends of the Greenway Trail, which were approved in previous Large Scale Development reviews.

- Signage.
 - This rezoning would require no additional signage located either on public property or within the City's right of way.
- Appearance.
 - The café will be located within the proposed Coler Homestead Berm Building, which has been submitted to the City for Large Scale Development review. This is a concrete building that has been design to blend into the existing hillside.
- Availability of water and sewer (state size of lines). If direct water and / or sewer is not available, state how lines will be accessed and connected.
 - The water line will connect to the existing water main adjacent to the water tower located near NW 12th Drive and Punkin Hollow Road. The applicant will connect to the existing sewer main on the Coler property via a 4" PVC sanitary service line.

If you need any additional information or have any questions, please do not hesitate to contact me at (479) 935-4826.

Sincerely,

Ecological Design Group, Inc.



Brahm Driver, PE

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE,
ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1,
AGRICULTURAL TO C-1, NEIGHBORHOOD COMMERCIAL.**

WHEREAS, NWA Trailblazers duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of A-1, Agricultural to C-1, Neighborhood Commercial to be used in accordance with city zoning laws and state laws, which property is described as follows:

A PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 24, TOWNSHIP 20 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SW CORNER OF THE SW1/4 OF SAID SECTION 24; THENCE N90°00'00"E 373.09 FEET; THENCE N00°00'00"E 157.23 FEET TO THE POINT OF BEGINNING; THENCE N00°00'00"E 108.24 FEET; THENCE S90°00'00"E 225.35 FEET; THENCE S00°00'00"W 108.24 FEET; THENCE N90°00'00"W 225.35 FEET TO THE POINT OF BEGINNING, CONTAINING 24,392.00 SQUARE FEET OR 0.56 ACRES, MORE OR LESS; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held February 20, 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 A-1, Agricultural to C-1, Neighborhood 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 A-1, Agricultural to C-1, Neighborhood Commercial to be used in accordance with the city zoning laws and state laws.

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 27, 2018

Submitted by: Jon Simpson

Department: Police

Phone: 271-3172

ACTION REQUIRED:

Request for a waiver of competitive bidding to allow for the purchase of equipment and upfitting of three (3) new Tahoes purchased from Superior Auto Group in Siloam Springs. The funding for these vehicles, including ALL equipment and upfitting, was approved by Council in the current year, 2018 Budget, and amounts to \$54,000 per vehicle (\$162,000 total). The purchase of the three (3) Tahoes, including options and delivery, will be below State Bid Pricing at \$35,304.85 each (\$105,914.55 total). The total cost of the equipment and upfitting is estimated to be \$15,981.35 each (\$47,944.05 total). This grand total is within the 2018 budgeted amount, but the cost of the actual equipment and upfitting for these three (3) Tahoes, would exceed state competitive bidding requirements. This waiver of competitive bidding would allow the adherence to spending requirements and also allow Superior Auto Group to provide the equipment and installation along with the vehicle purchase. Having Superior Auto Group source these equipment items and provide the installation will streamline the process, protect our vehicle warranties, and also allow the equipment and upfitting costs to be included in the final purchase price of the vehicle.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>2/27/2018</u>		
Requested by:	<u>Chief Jon Simpson</u>		
Department:	<u>Police Department</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Police Tahoe Equipment and Upfitting Services</u>		
Year & Model:	<u>Not applicable</u>		
Serial #	<u>None</u>		
To Be Purchased From:	<u>Superior Auto Group</u>		
	<u>490 HW 412 East</u>		
	<u>Siloam Springs, AR</u>		
Amount:	Base Amount:		<u>\$47,944.05</u>
	Tax:		<u> </u>
	*Other:		<u> </u>
	TOTAL		\$ <u>47,944.05</u>
* List all other costs: (not to exceed above detailed budgeted amount)			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Request for a waiver of competitive bidding to allow for the purchase of equipment and upfitting of three (3) new Tahoes purchased from Superior Auto Group in Siloam Springs. Having Superior Auto Group source these additional equipment items will streamline the process, protect the vehicle warranties, and also allow the equipment and upfitting costs to be included in the final purchase price of the vehicle.			
<u> </u>		<u> </u>	
Department Head		Director of Finance & Administration	
Revised 6-18-99			

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO PURCHASE CERTAIN POLICE EQUIPMENT AND UPFITTING SERVICES FROM SUPERIOR AUTO GROUP AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Superior Auto Group for the purchase of equipment and upfitting of police vehicles as set forth in the agenda item submitted herewith.

Section 2: Because Superior is the provider of the police vehicles and provides law enforcement upfitting services related to such vehicles, allowing for a streamlined and efficient purchase and installation of components in connection with the purchase of the vehicles, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 27, 2018

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Staff recommends to the Mayor and City Council approve the change order to the materials contract with Dis-Tran in the amount of \$2,330.49.

COST TO CITY:

Cost of this Request: \$2,330

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	464,724
Funds Expended to Date		
Remaining Budget		464,724
Budget Adjustment		-
Remaining After Adjustment	\$	464,724

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



M E M O R A N D U M

DATE: February 27, 2018

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: Dis-Tran Change Order #3 – Transmission Materials

BEUD recommends approval of change order #3 for transmission materials for \$2,330.49. This change order is for extra compression joints and clips that are required to finalize the installation of the transmission line associated with the utility relocation of the 8th Street project.

The existing bid price was \$417,201. With previous change orders, the total cost of steel poles, wood poles, and transmission materials is \$464,723.54.



P.O. Box 5109 • Alexandria, LA 71307-5109 • 318.448.0274

CHANGE ORDER REQUEST 5199-COR3

Page 1 of 2

COR DATE: 1/26/2018
APPROVE BY DATE: 2/2/2018
DIS-TRAN PROJECT NUMBER: 5199-COR3
CUSTOMER ORDER NUMBER: PO #074399
PAYMENT TERMS: NET 45 DAYS
FREIGHT TERMS: ALLOWED

SOLD TO:

THE CITY OF BENTONVILLE
117 W. CENTRAL AVENUE
BENTONVILLE, AR 72712

MARK:

69/12kV 8th Street Substation T-Line
Material and Poles
CITY OF BENTONVILLE AR
608 SE 3RD STREET
BENTONVILLE, AR 72712

***This is a Change Order Request, (COR), DIS-TRAN Packaged Substations will not proceed with engineering, procurement, or delivery of listed items until written acceptance of this COR from customer is returned by acknowledgment below. Please issue a revised or new PO to support this COR. ***

ITEM NO	QTY	DESCRIPTION OF MATERIALS OR SERVICES	CATALOG	MFG
1	7	COMPRESSION JOINT FOR 3/8" EHS STEEL GW 4-5 week lead	GWJ14.386	AFL
2	7	COMPRESSION DEADEND FOR 397.5 KCMIL 26/7 ACSR "IBIS" -DWG 69CDE, ITEM #2 4-5 week lead	HES096	AFL
3	6	Y-CLEVIS SOCKET, HOT LINE LINK -DWG 69CDE, ITEM #3 Currently in Stock	HSYC30	AEC
4	50	BONDING CLIP, 7/8" BOLT DIA -DWG 69TAN, ITEM #14 *QTY 16 REQD *50PC MIN ORDER In Stock	2727.8	HUGHES
5	7	COMPRESSION JOINT FOR 397.5 KCMIL 26/7 ACSR "IBIS" 4-5 week lead	CJ096	AFL
6	7	COMPRESSION JOINT FOR 477 ACSR "HAWK" , 26/7 STRAND	CJ05	AFL
Freight	lot	VENDOR FREIGHT		VENDOR FREIGHT

TOTAL COR AMOUNT	\$2,330.49
------------------	------------

****These items will be billed when we receive a revised P.O.****

Project Manager: Deleon, Levi

Email: levi.deleon@distran.com

COR Prepared By: Deleon, Levi

COR Approved By: Perry, David

With formal acceptance of COR by 2/2/2018 delivery will be 2/19/2018.

Authorized Signature
The City of Bentonville

Name: _____
Title: _____
Date: _____

Authorized Signature
DIS-TRAN Packaged Substations, LLC

Name: _____
Title: _____
Date: _____



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 27, 2018

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

A resolution authorizing the Mayor and City Council to grant a 20' utility easement to Black Hills Energy along the north property line of the Community Center property.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMORANDUM

DATE: February 27, 2018

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineer Director

RE: Black Hills Energy Easement – Community Center Property

Staff recommends granting a 20' utility easement to Black Hills Energy along 600' of the north property line of the Community Center property.

With construction of the "I" Street Luxury Apartments and the Mercy Clinic located at the intersection of SW 41st and SW "I", Black Hills Energy needs to extend a gas main from the rear of the homes on SW Willow Bend Ave. across the Community Center property in said easement. Black Hill Energy will pay the City of Bentonville \$.15/sf for the easement, totaling \$1,800.00.

RIGHT-OF-WAY GRANT
Black Hills Energy Arkansas, Inc.

AFTER FILING, PLEASE RETURN DOCUMENT TO:

Name: Black Hills Energy Arkansas, Inc.

Address: 655 East Millsap Road Suite 104
Fayetteville, AR 72703

This Instrument Prepared by

Beth Knopp, of

Fayetteville, Arkansas

Joint-Common-Rev. 8/26/11

1

KNOW ALL MEN BY THESE PRESENTS:

That the **City of Bentonville**, Arkansas, an Arkansas municipal corporation, ("Grantor"), whose address is 117 W Central Ave, Bentonville, AR 72712, for itself, its heirs, successors and assigns, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, does hereby grant, convey and confirm unto **Black Hills Energy Arkansas, Inc. d/b/a Black Hills Energy**, an Arkansas corporation whose address is 655 E. Millsap Rd., Suite 104, Fayetteville, AR 72703, its successors assigns, and licensees ("Grantee"), a right-of-way and easement to survey, construct, install, inspect, maintain, renew, repair, remove, replace and operate pipeline(s) and appurtenances, including all above-ground structures associated therewith, for the transportation of natural gas or any other substance which can be transported by pipeline, in, on, over, under, upon and through the following described lands, situated in portions of Section(s) Twelve (12), Township(s) Nineteen (19) North, Range(s) Thirty-one (31) West of the Fifth (5th) Principal Meridian, County of Bentonville, State of Arkansas, more particularly described as follows:

A part of Lot Four (4) Eversole Addition per the recorded plat as filed in Deed Book 2011 at page 120 further being a part of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section Twelve (12), Township Nineteen (19) North, Range Thirty-one (31) West, Benton County, Arkansas, further described in Deed Book 2009 at page 47852.

Parcel # 01-16609-000

The right-of-way and easement shall consist of:

A permanent easement twenty (20) feet of equal and uniform width, parallel with and contiguous to the North Boundary line of Lot Four (4) Eversole Addition per the recorded plat as filed in Deed Book 2011 at page 120 with said easement being described as follows: All of the east six hundred (600) feet of the north twenty (20) feet of Lot Four (4) Eversole Addition per the recorded plat as filed in Deed Book 2011 at page 120. The east and west ends of this easement are intended to extend to, and terminate at the east and west property lines respectively of the previously described tract of land.

(the "Subject Lands")

In addition, Grantor is hereby granting to Grantee a temporary construction easement thirty (30) feet in width located along the south boundary line of the above described permanent easement for the installation of the pipeline within the permanent easement.

(the "TCE")

This Right-of-Way Grant is subject to any and all other easements, rights-of-way, variances, memorandums and/or agreements currently of record.

Grantee hereby acknowledges that said Right-of-Way and easement is not an exclusive easement unto the Grantee. Furthermore, Grantee hereby agrees that said Right-of-Way and easement can be shared with any other franchised utility company, should the franchised utility company obtain their own Right-of-Way and easement. Grantor agrees to make no use of, nor permit others to make any use of said Right-of-Way and easement that would reduce in clearance or in any other way interfere with the proper and safe operation and/or maintenance of the natural gas facilities located therein. Grantor shall be liable to Grantee and will indemnify Grantee for all costs and damages Grantee shall incur as a result of the easement being shared including but not limited to increased costs of operation and maintenance, repair and any line relocation.

TO HAVE AND TO HOLD said right-of-way and easement unto Grantee so long as such pipelines and appurtenances, or any part thereof, shall be maintained, together with the right of ingress to and egress from the Subject Lands and TCE for the purposes herein stated, at the will of Grantee. Grantor retains the right to use and enjoy the Subject Lands, subject only to the right of Grantee to use the same for the purposes herein expressed, and subject to the limitations contained herein.

Grantor hereby binds itself, its, successors, and assigns to warrant and forever defend all and singular the right-of-way and easement herein conveyed unto Grantee, its successors and assigns, against every person whomsoever lawfully claims the same or any part thereof.

Grantor hereby acknowledges that the consideration received herewith is full consideration for the right-of-way and easement granted herein, and also for damages to both the Subject Lands and growing crops occasioned by the initial installation of Grantee's facilities. Grantor reserves the right to cultivate, use and occupy the Subject Lands for any purpose consistent with the rights and privileges herein granted, and which will not interfere with or, in the sole judgment of Grantee, endanger any of the facilities thereon or Grantee's use thereof. Such reservation by Grantor shall in no event include the right: (i) to construct any buildings or structures of any kind; (ii) to impound, retain, collect or store any water; or (iii) to plant any trees or shrubs upon the right-of-way and easement granted herein without the express written consent of Grantee.

Grantee agrees to lay all pipelines at a sufficient depth to avoid interfering with cultivation of the soil, and to pay Grantor for damages to growing crops, fences or other improvements which may arise from the operations of Grantee. Any such damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one appointed by Grantor, one by Grantee, and the third chosen by the two persons so appointed. The written award of a majority of such three persons shall be final and conclusive upon Grantor and Grantee.

Grantee shall not be required to remove any abandoned pipeline(s) from the Subject Lands.

It is agreed by Grantor that any payment of consideration due under the terms hereof may be made jointly to Grantor and any mortgagees of record at the time such payment becomes due. This Right-of-Way Grant and the duties and obligations created herein shall run with the land and shall be binding upon Grantor, Grantee and their respective heirs, devisees, successors and assigns.

[Signature Page to Follow]

IN WITNESS WHEREOF, Grantor has hereunto set its hand this ____ day of _____, 2017.

**City of Bentonville, Arkansas,
A municipal corporation**

ATTEST:

By: _____
Bob McCaslin, Mayor

Linda Spence, City Clerk

[Seal]

ACKNOWLEDGMENT

STATE OF ARKANSAS }
COUNTY OF BENTON } §

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Bob McCaslin and Linda Spence**, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the **Mayor and City Clerk** of the **City of Bentonville, Arkansas, a municipal corporation**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said municipal corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2017.

MY COMMISSION EXPIRES:

Notary Public

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO EXECUTE AN EASEMENT ACROSS
CERTAIN CITY OWNED PROPERTY TO BLACK HILLS
ENERGY.**

**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 grant an
easement across certain City owned property as more particularly set forth in 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 26, 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 First Employment Staffing to provide temporary staff for Parks and Recreation and Public Works Maintenance Staff.

COST TO CITY:

Cost of this Request: \$492,000

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin

From: Crant Osborne, Parks and Recreation Maintenance Supervisor
Bart Mahony, Public Works Maintenance Supervisor

CC: David Wright, Parks and Recreation Director
Mike Bender, Public Works Director

Date: January 22, 2018

Re: City Council approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with First Employment Staffing to provide temporary staff for Parks and Recreation and Public Works Maintenance Staff.

For several years, the City of Bentonville has utilized temporary staffing agencies to fill seasonal employee needs. Although the system is not immune to occasional challenges, this decision has been beneficial to the City. This system allows flexibility as compared to hiring seasonal employees directly, resulting in decreased overtime hours for seasonal staff.

Parks & Recreation and Public Works staff worked with the Purchasing Department to request a Statement of Qualifications from area staffing agencies. Five companies provided proposals for staff to review. After deliberations about each proposal, Staff requested First Employment Staffing to submit a proposed contract for services. In addition, Staff requested Staffmark to submit a proposed contract as a supplemental supplier, in the case that First Staffing can not meet all of our staffing needs. This professional service agreement with First Staffing is a one-year contract, renewable for three years if both parties agree through 2020.

Of the five companies who submitted qualifications, three were companies who the City has worked with in the past. First Employment Staff's statement of qualifications satisfied all questions brought by our committee members. After reviewing the submittals, the committee recommended asking First Staffing to submit a proposal and contract for service as well as Staffmark. First Staffing was selected based on qualifications, past performance and pricing. First Staff submitted the attached contract with the included hourly markup of 26.75% for maintenance staff.

We are requesting City Council to approve the Staff's recommendation and award professional service based on price and qualifications to First Staffing Services. As a secondary item, staff will request you approve a supplemental agreement with Staffmark. The budgeted amount for both departments for temporary services is approximately \$492,000. The value of the agreement(s) will not exceed this figure without City Council approval.



January 9th, 2018

City of Bentonville
117 West Central Avenue
Bentonville, AR 72712
Attn: Jake Harper

Dear Jake,

Thank you for giving 1st Employment the opportunity to supply employment services to City of Bentonville. We are confident that our team of professionals will work to understand your business needs and provide services that support your staffing objectives.

1st Employment agrees to provide project and screen to hire labor at the rates listed below: provides short-term, project and long-term staff to organizations. Our organization employs these individuals and covers the employee/employer payroll, including the employer portion of payroll taxes as required by law (FICA, FUTA, SUTA and Workers Compensation insurance). We will pay the individuals on a weekly basis for the work performed. At 1st Employment, we screen and select associates based on their skills and match them to the appropriate jobs we receive. During our selection process we verify the eligibility of the employee to work within the United States through E-Verify. All associates working on assignments through our organization have been referenced.

Labor-Parks and Recreation and Public Works Maintenance	Regular Time	Over-Time *
Pay Rate	\$11.00	\$16.50
Mark Up	26.75%	26.75%
Bill Rate	\$13.94	\$20.91
Clerical	Regular Time	Over-Time *
Pay Rate	\$11.00	\$16.50
Mark Up	35%	35%
Bill Rate	\$14.85	\$22.28

*Over-time rates and bill rates apply to employees exceeding 40 hours in a work week.

*Temp to Hire = 320 Conversion Hours

*1st Employment will honor any time worked for associates through previous company towards eligibility of benefits.

*All rates include safety equipment.

*Rates will include all pre-employment requirements as specified by The City of Bentonville.

As the employer 1st Employment assumes responsibility for all federal and state payroll taxes (FICA, FUTA, SUTA) as well as worker's compensation coverage. 1st Employment will also provide the following services to The City of Bentonville at no additional charge:

- On-going recruiting programs
- Customized hiring and selection process
- Customer-specific safety orientation
- Vacation & holiday pay

- Direct deposit
- 4-hour guarantee
- Continuous improvement programs

Payment of our service is due upon receipt of our invoice.

1st Employment agrees to provide The City of Bentonville with a copy of both the general liability and workers compensation insurance prior to placing employees' onsite with The City of Bentonville.

1st Employment will provide The City of Bentonville with a copy of W9 prior to placing employees' onsite with The City of Bentonville.

1st Employment provide equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, national origin, age, disability, marital status, amnesty, or status as a covered veteran in accordance with all federal, state and local laws.

This agreement shall be constructed under the laws of the state of Arkansas, all rights and remedies being governed by state laws.

All temporary employees assigned to the City of Bentonville are, as defined under the law, solely the "Common Law" employees of 1st Employment.

This agreement is made on the 9th of January 2018, by and between 1st Employment Staffing and The City of Bentonville.



Date: 01/19/2018

Date: _____

Andrea Corter
Branch Manager

City of Bentonville

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH FIRST
EMPLOYMENT STAFFING TO PROVIDE TEMPORARY
STAFFING SERVICES 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 First Employment Staffing to provide temporary staffing services for City of Bentonville departments, 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 26, 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 Staffmark to provide temporary staff, on a supplemental basis, for Parks and Recreation and Public Works Maintenance Staff.

COST TO CITY:

Cost of this Request: \$492,000

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin

From: Crant Osborne, Parks and Recreation Maintenance Supervisor
Bart Mahony, Public Works Maintenance Supervisor

CC: David Wright, Parks and Recreation Director
Mike Bender, Public Works Director

Date: January 22, 2018

Re: City Council approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Staffmark to provide temporary staff for Parks and Recreation and Public Works Maintenance Staff.

For several years, the City of Bentonville has utilized temporary staffing agencies to fill seasonal employee needs. Although the system is not immune to occasional challenges, this decision has been beneficial to the City. This system allows flexibility as compared to hiring seasonal employees directly, resulting in decreased overtime hours for seasonal staff.

Parks & Recreation and Public Works staff worked with the Purchasing Department to request a Statement of Qualifications from area staffing agencies. Five companies provided proposals for staff to review. After deliberations about each proposal, Staff requested First Employment Staffing to submit a proposed contract for services. First Staffing will be the primary provider for temporary staffing. Our team asked Staffmark to submit a proposed contract to serve as supplemental supplier. In the case where First Staffing is not able to meet our staffing needs, we can ask Staffing to provide staff. This professional service agreement with Staffmark is a one-year contract, renewable for three years if both parties agree through 2020.

The price of the Staffmark's agreement is 30% of the employee salary. The budgeted amount of temporary services for both departments is approximately \$492,000. The value of these agreement(s) will not exceed this figure without City Council approval.

This Agreement is entered into this 26th day of January, 2018 between Staffmark Holdings, Inc. (and /or its subsidiaries: Staffmark Investment, LLC, CBS Personnel Services, LLC, and Kilgore Group, Inc.; hereinafter "Staffmark") and The City of Bentonville, ("Customer") whose principal place of business is located at 117 W Central Ave Bentonville, AR 72712.

Whereas, Customer has a need for supplemental personnel and Staffmark is a leading supplier of such personnel to business, in consideration for mutual promises contained herein, the parties agree as follows:

- **Rates:** Rates and Customer specific terms for services are contained in the Service Investment (attached and incorporated by reference). Any job classifications or professional positions not listed will be discussed as they arise and are mutually agreed upon by the parties.
- **Pre-Screening:** Information for pre-screening is contained in the Service Investment (attached and incorporated by reference). Any pre-screening not listed will be discussed on an individual basis.
- **Warranty:** Staffmark warrants that it is an independent contractor and its employees are covered by workers' compensation. Staffmark assumes responsibility for all applicable federal, state, and local withholding taxes, unemployment taxes, social security, and any other payroll charges payable to Staffmark employees. If Customer is dissatisfied with any employee assigned to Customer by Staffmark, notify Staffmark within the first 4 hours worked by that employee and Customer will not be charged for employee's time. (In some states, OH, PA, CT, WV etc.), Services are subject to sales tax, unless appropriate exemption forms are provided to Staffmark.)
- **First Aid:** As a Customer with Staffmark, you shall provide adequately trained person(s) to render first aid, or a first aid responder for all temporary employees assigned to Customer's facilities. First aid supplies will be made readily available to all Staffmark temporary employees assigned to Customer's facilities.
- **Compliance with Laws:** Customer and Staffmark agree to abide by all applicable local, state, and federal laws in performance of this Agreement. Customer agrees that Staffmark employees will be supervised by Customer when on assignment for Customer.
- **Relationship of the Parties:** Because Staffmark is an independent contractor, all temporary employees are employees of Staffmark and Staffmark retains the right to hire and fire its employees. It is the intent of the Parties that Staffmark is the common law employer of its temporary employees. Customer has the right to ask Staffmark to remove any Staffmark employee for any lawful reason. Customer agrees that no Staffmark employees will operate any vehicle (auto, forklift, heavy equipment, etc.) or machinery (other than office machines) without a job description acknowledging this to Staffmark and that Customer's insurance shall be primary for such operation. Customer agrees not to materially switch a Staffmark employee's job assignment without first notifying Staffmark. Customer accepts responsibility for bodily injury (except direct workers' compensation claims to Staffmark employees), property damage, fire, collision, or other liabilities caused by the actions of any Staffmark employee while under customer's supervision. Customer agrees and warrants to Staffmark that it will maintain compliance with OSHA or state-specific required site-specific training and other mandated safety requirements. All injuries to temporary employees known to Customer or Staffmark will be promptly reported to the other party. Staffmark shall report the necessary details of the injury or illness to the Customer for record keeping purposes. No Staffmark employee may handle cash, negotiable, or other valuables without the express, written consent of Staffmark. Customer represents that all Customer screening requirements are job-related.
- **Safety:** Customer agrees to supply a reasonably safe work environment for Staffmark employees. Customer agrees to indemnify and hold harmless Staffmark from any costs, penalties, or judgments that may result from a Customer's safety violation or intentional tort that imposes costs or expenses to Staffmark.
- **Timesheet:** Staffmark's employee may present a timesheet to Customer or Customer's representative for Customer verification and signature at the end of every work week or the Customer may use InView. If using a timesheet, Customer's signature on the timesheet indicates approval and acceptance of hours worked as indicated on the timesheet. Staffmark will invoice Customer weekly for total hours worked either from the timesheet or from InView. Customer acknowledges that Customer is responsible for two hours time if Staffmark is not notified of an assignment termination prior to start of the assignment. If Customer does not sign timesheets or uses Customer's own time reporting system, or uses InView, Customer agrees to pay based on said system, subject to these terms and conditions contained herein.
- **Invoicing:** All invoices are due net upon receipt, any invoice paid later than 30 days will be subject to a 1 ½ % monthly charge. Consistently paying beyond 30 days may necessitate an increase in bill rate. In the event that Customer files bankruptcy, both Staffmark and Customer agree that any unpaid compensation earned within 90 days of the bankruptcy filing date shall be treated as, and given the priority of, wages, salaries and commissions under 11 USC, Section 507(3). Customer also agrees to pay all costs that Staffmark incurs to collect any unpaid amounts overdue, including, without limitation, reasonable attorney fees. Late payment is considered a material

breach of this Agreement and allows Staffmark to immediately terminate this Agreement and all work assignments, if not cured within 48 hours.

- **Overtime:** Legally required overtime will be paid at one and one-half times the base pay rate.
- **Hiring of Staffmark Employees:** Customer may hire any Staffmark employee after said employee has worked 480 hours on assignment for Customer. Customer acknowledges the importance of Staffmark's employees to the operation of Staffmark and agrees (subject to any agreed upon buy-out of employees by Customer above) that it will not utilize or employ any Staffmark employee or hire any Staffmark employee through any other supplier, service, or leasing company, for a period of twenty-six weeks after the date of the employee's last time sheet from assignment at Customer through Staffmark, without consent in writing from Staffmark. Customer agrees that if Customer desires to utilize or employ any Staffmark employee, or hire any Staffmark employee through any other supplier, service, or leasing company, on a permanent or temporary basis, the employee will remain on Staffmark's payroll for a minimum of an additional twenty-six weeks from the date of the notification in writing or, in the alternative, the Customer will pay Staffmark the sum of three thousand dollars to compensate Staffmark for the loss of each employee. (Technical and professional temporary employees, however, have a higher buyout, based upon salary level and specific job assignment.)
- **Survival and Headings:** Any section that by its nature should survive termination of this Agreement, shall survive termination of this Agreement. Headings of sections are for reference only and shall not be considered in the interpretation of this Agreement.
- **Severability:** A ruling by any court that one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect shall not affect any other provision of this Agreement so long as the economic or legal substance of the transactions contemplated hereby is not materially affected. Thereafter, this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had been amended as originally contemplated by this Agreement to the greatest extent possible.
- **Term:** This Agreement shall be ongoing (unless cancelled by either of the parties hereto upon thirty (30) days, written notice to the other during the time of the Agreement). All prices are firm (subject to consistent pay history) unless changes occur in state, federal, local laws, regulations, rules, taxes, sick leave mandates, health mandates, unemployment, or workers' compensation, which would affect Staffmark's cost of doing business. Pricing is based upon the following payment options: ACH, electronic funds transfer, and/or payment by check (if payment method changes, such as with the use of a Vendor Management System or other payment options, Customer agrees to cover any increased cost to Staffmark).
- **Miscellaneous Provisions:** All travel must be pre-approved by Staffmark. This Agreement contains the entire agreement of the parties. The terms of this Agreement shall not be construed against any Party as the drafting party. This Agreement shall be governed by the laws of the state where the services are provided. Any sections that by their nature should survive this Agreement, shall survive this Agreement. Customer gives Staffmark permission to contact Customer (including promotional emails).

Agreed to by:



Staffmark Representative Signature

Sara Staley
Print Name

manut manager
Title

1/29/13
Date

Customer Company Representative Signature

Print Name

Title

Date

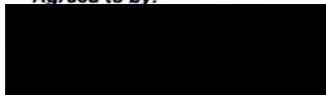
Service Investment

All pricing is confidential and proprietary to Staffmark: Customer agrees not to disclose pricing information to any third party.

Positions	Rate
Parks & Rec Support Positions	30% Mark-Up

- All other positions will be quoted on an individual basis.
- The mark-up from Staffmark includes the cost of Staffmark's Affordable Care Act compliance.
- Customer has the option to hire employees onto their payroll before 480 hours are complete for a calculated buyout fee.
- Staffmark will recruit, screen and qualify candidates.
- Customer has completed and signed Staffmark's Customer Background Screening Requirements (RM 081) and warrants that Customer's screening criteria are job-related and consistent with business necessity.
- Employees are provided with an orientation and overview of job expectations.
- Customer has the option to terminate an assignment due to change in business demands or performance issues. Employee is placed on assignment with no firm promise of full time employment.
- Rates include Workers Comp, Unemployment, State, Federal and Local Taxes.

Agreed to by:



Staffmark Representative Signature

Sara Staley

Print Name

Manager

Title

1/29/19

Date

Customer Company Representative Signature

Print Name

Title

Date

Copyright 2015 Staffmark. All rights reserved. A subsidiary business of Recruit Holdings Company, Ltd. Staffmark is committed to providing equal employment opportunity for all persons regardless of race, color, religion, sex, sexual orientation, gender identity, age, marital status, national origin, citizenship status, disability or veteran status.

Issues By
Legal

Issue Date
07/15/2008

Revision Date
01/13/2016

Form #
Legal 107

Page 3 of 3

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
STAFFMARK TO PROVIDE TEMPORARY STAFFING
SERVICES 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 Staffmark to provide temporary staffing services for City of Bentonville departments, 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 27, 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 Water Technology Inc., for the value of \$18,300, plus reimburseable expenses, for a conceptual master plan for Melvin Ford Aquatic Center.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: Lee Farmer, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: February 15, 2018
Re: City Council approval of a resolution authorizing the Mayor and City Clerk enter into an agreement with Water Technology Inc. for a master plan for the Melvin Ford Aquatic Center.

Parks and Recreation is seeking City Council's approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with Water Technology Inc. (WTI) for a master plan for Melvin Ford Aquatic Center. The value of the agreement is \$18,300, plus reimbursable expenses. The reimbursable expenses budget is approximately \$4,200.

Melvin Ford Aquatic Center is a 26-year-old outdoor aquatic center that features a 50M lap pool, dive well, and baby pool. The facility is widely popular during the summer months drawing approximately 40,000 swimmers annually. The aquatic center's pool house was renovated in 2017, but the pool itself continues to age and is in need of repair. The Play Bentonville Plan, adopted in 2017, called for improvements to be made for this facility. The intent is to keep the 50M pool in place, but to add additional attractions with increased play value to the facility. This project is to identify, at least conceptually, those possible improvements, and provide a cost estimate for future budgeting.

After the 2018 budget was adopted by City Council, staff began acquiring Statements of Qualifications for possible design firms. Our team received four (4) Statement of Qualifications from aquatic engineering companies. A selection committee reviewed the proposals, delivery methods, experience, and pricing. WTI was selected based on these criteria.

If Council approves this contract, our team will work with WTI to evaluate the current facility; meet with the public and stake holders concerning future needs of the facility; and put together a plan / budget for the park. In order to achieve the results we desire from this project, there will be an extensive amount of public participation in this process. This conceptual design project should be completed by fall 2018.

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

AIA® Document B105™ – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the 2nd day of February in the year 2018
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Bentonville, Arkansas
Bentonville Parks and Recreation
David Wright, Director
Lee Farmer, Recreation Services Manager
215 SW A Street
Bentonville, AR 72712

and the Architect:
(Name, legal status, address and other information)

Water Technology, Inc.
100 Park Avenue, PO Box 614
Beaver Dam, WI 53916

for the following Project:
(Name, location and detailed description)

Bentonville Melvin Ford Family Aquatic Center Evaluation, Master Plan and Concept Development

Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

(3B9ADA35)

1

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following :

Existing Conditions Assessment
Programming
Initial Concept Development

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a Concept Plan, which shall be set forth in drawings and other documents appropriate for the Project.

(Paragraph Deleted)

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services.

ARTICLE 3 USE OF DOCUMENTS

Drawings and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be

Fee for Professional Services \$18,300 USD
Fee breakdown by phase:
Site Evaluation and Program Development, \$7,000
Preliminary Concepts, \$6,100
Final Concepts and Report, \$5,200

The Owner shall pay the Architect an initial payment of Zero (\$ 0) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus ten percent (10 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid twenty-five (25) days after the invoice date shall bear interest from the date payment is due at the rate of one percent (1 %) monthly , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond twelve (12) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

The attached Professional Services Proposal is made part of this Agreement.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

Matthew W. Freeby, #4755

(Printed name, title, and license number, if required)

Init.

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User Notes: (389ADA35)

3

Additions and Deletions Report for AIA® Document B105™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:55:39 on 02/05/2018.

PAGE 1

AGREEMENT made as of the 2nd day of February in the year 2018.

...

City of Bentonville, Arkansas
Bentonville Parks and Recreation
David Wright, Director
Lee Farmer, Recreation Services Manager
215 SW A Street
Bentonville, AR 72712

...

Water Technology, Inc.
100 Park Avenue, PO Box 614
Beaver Dam, WI 53916

...

Bentonville Melvin Ford Family Aquatic Center Evaluation, Master Plan and Concept Development

...

~~The~~ Owner and Architect agree as follows.

PAGE 2

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following ~~consulting services, if any:~~

...

Existing Conditions Assessment
Programming
Initial Concept Development

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User Notes:

(3B9ADA35)

...

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a ~~design, Concept Plan~~, which shall be set forth in drawings and other documents appropriate for the Project. ~~Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.~~

...

~~During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™ 2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105 2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.~~

...

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. ~~The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.~~

...

~~Drawings, specifications and Drawings and~~ other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to ~~constructing~~ the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for ~~maintaining, altering and adding to~~ the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

PAGE 3

The Architect's Compensation shall be:

...

Fee for Professional Services \$18,300 USD
Fee breakdown by phase:
Site Evaluation and Program Development, \$7,000
Preliminary Concepts, \$6,100
Final Concepts and Report, \$5,200

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User Notes: (3B9ADA35)

...

The Owner shall pay the Architect an initial payment of Zero (\$ 0) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

...

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus ten percent (10 %).

...

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid twenty-five (25) days after the invoice date shall bear interest from the date payment is due at the rate of one percent (1 %) monthly , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

...

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond twelve (12) months of the date of this Agreement through no fault of the Architect.

...

The attached Professional Services Proposal is made part of this Agreement.

...

Matthew W. Freeby, #4755

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Matthew Freeby, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:55:39 on 02/05/2018 under Order No. 6976129048 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B105™ - 2017, Standard Short Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Project Manager - Wayne Tombloway, LLC

(Title)

2/5/2018

(Dated)

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User Notes:

(3B9ADA35)

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
WATER TECHNOLOGY INC. FOR A CONCEPTUAL
MASTER PLAN OF THE MELVIN FORD AQUATIC
CENTER.**

**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 Water Technology Inc., for a conceptual master plan of the Melvin Ford Aquatic Center, 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 _____, 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 Crafton Tull & Associates for improvements along the Razorback Greenway.

COST TO CITY:

Cost of this Request: \$36,200

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 15, 2018
Re: City Council approval of a resolution authorizing the Mayor and City Clerk enter into an agreement with Crafton Tull & Associates for Trail Improvements along the Razorback Greenway.

Parks and Recreation is seeking City Council's approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with Crafton Tull & Associates for improvements along the Razorback Greenway. The value of the agreement is \$36,200, plus reimbursable expenses.

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 a safety related projects that will hopefully occur near SE Moberly, SE 21st Street and SE S Streets, along the South Bentonville Trail.

First, the project looks at area known as the *Members Way* Trail. This trail serves as a very short link between the Razorback Greenway and the Moberly Trail. However, there is no safe connection across a busy Moberly Lane to connect these two trails. This agreement authorizes Crafton Tull to perform a traffic study to evaluate the possibility of a HAWK Crossing on Moberly to provide a safe connection.

The agreement also asks Crafton Tull to evaluate the potential safety improvements at SE 21st Street and SE S Streets. Currently, we have the opinion, these crossing do not warrant something as significant as a HAWK Crossing, but it may need a flashing crossing sign. This agreement asks the contractor to evaluate these areas, provide recommendations and plans for these two additional crossings.

All funds for this agreement are included in 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.



**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between
_____ (“Owner”)
The City of Bentonville
and _____ (“Engineer”)
Crafton, Tull & Associates, Inc.
Engineer agrees to provide the services described below to Owner for _____ (“Project”).
Pedestrian Crossing Signals
Description of Engineer’s Services: _____
Survey, design, traffic studies, bid assistance, and construction administration for
three separate pedestrian crossings, (1) SE Moberly Lane, (2) SE 21st Street, and (3) SE “S” Street. See attached Scope of
Services for additional information.

Street Address of Property *: _____
varies

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare invoices in accordance with Engineer’s standard invoicing practices and submit the invoices to Owner.

B. *Payment of Invoices.* Invoices are due and payable upon receipt*. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law,

if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Lien Rights**. The Owner understands that the Engineer is entitled to a lien against the property if not paid in full for services provided to improve the property. The Owner understands that this lien can be enforced by the sale of the property if necessary.

* This is a change from the standard EJCDC E-520 form.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

1 of 4

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case

more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer:

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of

others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other

party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. Files in electronic media format of text, data, graphics, or other types that are furnished by the Engineer to the Owner or to the Contractor upon the Owner's direction are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.*

J. In the event of a negligent error or omission in the Engineer's designs, plans, Specifications, or other services ("the defect"), the Engineer's sole responsibility and liability for the defect shall not exceed the Engineer's services to re-perform or redesign the plans, specifications, services or other deliverables related to the defect, plus the reasonable direct damages caused by the defect. The Engineer shall not be liable for and damages shall not include the cost of any addition, betterment, or improvement to the Work, nor for any item that otherwise would have been required to complete the Work, nor the cost and expense that would have been incurred by the Owner had such defect not occurred.*

* This is a change from the standard EJCDC E-520 document.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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9.01 Payment (Lump Sum Basis)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum amount of \$ 36,200. This amount includes compensation for Engineer's Basic Services. The Lump Sum noted herein accounts for labor, overhead, and profit.

2.* Reimbursable expenses and outside services shall be invoiced over and above the Lump Sum fee at cost times a 1.15 multiplier. Compensation for reimbursable expenses is estimated to be \$ 1,000.

3.* The Engineer may subcontract with other consultants to complete the services on the Project. The cost for such subconsultants shall be invoiced over and above the Lump Sum fee at cost times a 1.05 multiplier. The Owner shall have the opportunity to approve the use of such subconsultants prior the Engineer engaging their services.

4.* Additional services authorized in writing by the Owner shall be invoiced at the Engineer's Standard Hourly Rates, as shown in the attached Exhibit "B".

5.* A retainer in the amount of \$ 0 for the Engineer to begin work on this project. The amount of the retainer is included in the Lump Sum amount and will be applied to the final invoice.

B. The Engineer's compensation is conditioned on the time to complete construction not exceeding 6 months. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

OWNER: CITY OF BENTONVILLE

ENGINEER: CRAFTON, TULL & ASSOCIATES, INC.

By: _____
Bob McCaslin

By: _____
Bill Burnett, P.E.

Title: Mayor

Title: Vice President

Date Signed: _____

Date Signed: 2/7/18

License or Certificate No. and
State 109

Arkansas

Address for giving notices:

David Wright, Director

Address for giving notices:

Bill Burnett, P.E.

City of Bentonville Parks & Recreation

Crafton Tull

117 W Central Ave

901 N 47th St, Suite 200

Bentonville, AR 72712

Rogers, AR 72756

e-mail address: dwright@bentonvillear.com

e-mail address: bill.burnett@craftontull.com

* This is an addition to the standard EJCDC E-520 document.

4 of 4

(Lump Sum)

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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Exhibit "A"

Scope of Basic Services

Project:	Pedestrian Crossing Signals												
Client:	City of Bentonville												
Location of Project:	various												
Discipline:	Civil Engineering												
Discipline Manager:	Bill Burnett, P.E.												
Project Manager:	Bill Burnett, P.E.												
Proposal Date:	2/2/18												
Billing Type:	Lump Sum												
Fee/Estimate:	<table> <tr> <td>Surveying</td><td>\$ 3,000</td></tr> <tr> <td>Traffic Study</td><td>\$ 5,200</td></tr> <tr> <td>Design / Bidding</td><td>\$24,000</td></tr> <tr> <td>Constr. Staking</td><td>\$ 1,000</td></tr> <tr> <td>Constr. Admin</td><td>\$ 3,000</td></tr> <tr> <td>Total</td><td>\$36,200</td></tr> </table>	Surveying	\$ 3,000	Traffic Study	\$ 5,200	Design / Bidding	\$24,000	Constr. Staking	\$ 1,000	Constr. Admin	\$ 3,000	Total	\$36,200
Surveying	\$ 3,000												
Traffic Study	\$ 5,200												
Design / Bidding	\$24,000												
Constr. Staking	\$ 1,000												
Constr. Admin	\$ 3,000												
Total	\$36,200												
Description of the Construction Project:	Construction of a Pedestrian Hybrid Beacon / Hawk signal crossing for SE Moberly Lane as an extension of Member's Place Trail, along with other lesser pedestrian enhancements at two existing trail crossings located on SE 21 st Street and SE "S" Street. The two lesser crossings could be upgraded to PHB / HAWK signals as well if desired by the City pending the findings of the traffic study and warrants analysis.												

The services to be provided by the Engineer:

Surveying:

- Topographic survey features at three mid-block crossing locations
- Collect existing utility locate information as marked
- Prepare base drawing in AutoCAD Civil 3D suitable for design purposes

Traffic Study / Warrants Analysis:

- Conduct and assemble 24-hour traffic volumes at three mid-block locations
- Conduct and assemble peak hour traffic counts at three mid-block locations
- Conduct Pedestrian Hybrid Beacon / HAWK warrants analysis for three mid-block locations
- Advise City on appropriate design elements for ped enhancements at locations not meeting HAWK warrants

Design:

- Prepare construction plans for each mid-block crossing
- Design signals and/or other ped enhancements chosen by the City after review of the traffic study
- Design accompanying trail, handicap ramp, drainage, and other improvements required for new crossings
- Prepare signal, wiring, signage, pavement marking, and other required plans
- Prepare cover, detail, and other supporting sheets



Bidding & Negotiating Phase:

- Quantity take-offs & engineer's estimate
- Prepare bid documents for public letting by City
- Receive bids & tabulate results
- Recommend contractor to owner

Construction Administration Phase:

- Construction observation
- Process change orders
- Progress meetings
- Construction staking
- Process and verify pay requests
- Final inspection & project close-out

Items Provided by Owner if Required:

- Geotechnical report
- Title commitment
- Phase I environmental assessment
- Easement procurement

Additional Items that can be provided by CTA under amendment or separate contract

- FEMA studies & map revision applications (CLOMR/LOMR)
- Wetland determinations
- Corps of Engineer permitting
- Retaining wall design
- Landscaping design
- Offsite utility or street extensions
- Architectural services

This is the scope of services for the Project. Should there be additions to this scope of services, those services shall be compensated for additional fee.



Exhibit "B"

Standard Hourly Rate Schedule
Effective January 1, 2018

Category	Hourly Rate
CIVIL ENGINEERING	
ENGINEERING PRINCIPAL	\$ 180
SR. ENGINEERING MANAGER	\$ 165
ENGINEERING MANAGER	\$ 140
SR. PROJECT ENGINEER	\$ 115
PROJECT ENGINEER	\$ 105
ENGINEER INTERN II	\$ 90
ENGINEER INTERN I	\$ 80
SR. ENGINEERING DESIGNER	\$ 125
ENGINEERING DESIGNER III	\$ 95
ENGINEERING DESIGNER II	\$ 85
ENGINEERING DESIGNER I	\$ 75
ENGINEERING CAD TECHNICIAN III	\$ 70
ENGINEERING CAD TECHNICIAN II	\$ 55
ENGINEERING CAD TECHNICIAN I	\$ 45
ADMINISTRATIVE	
ADMINISTRATIVE PRINCIPAL	\$ 180
ADMINISTRATIVE MANAGER	\$ 120
ADMINISTRATIVE IV	\$ 80
ADMINISTRATIVE III	\$ 65
ADMINISTRATIVE II	\$ 45
ADMINISTRATIVE I	\$ 35
LANDSCAPE ARCHITECTURE	
SR. LANDSCAPE ARCHITECT	\$ 125
PROJECT LANDSCAPE ARCHITECT	\$ 90
LANDSCAPE ARCHITECTURE DESIGNER	\$ 80
LANDSCAPE ARCHITECT INTERN	\$ 55
PLANNING	
PLANNING MANAGER	\$ 140
SR. PLANNER	\$ 130
PLANNER II	\$ 90
PLANNER I	\$ 75

Category	Hourly Rate
INSPECTION	
SR. INSPECTOR	\$ 95
INSPECTOR II	\$ 85
INSPECTOR I	\$ 55
SURVEYING	
PROFESSIONAL SURVEYOR PRINCIPAL	\$ 180
SR. PROFESSIONAL SURVEYOR	\$ 125
PROFESSIONAL SURVEYOR	\$ 95
SURVEY COORDINATOR	\$ 85
SURVEYOR INTERN	\$ 75
SURVEY PARTY CHIEF	\$ 70
SURVEY TECHNICIAN III	\$ 55
SURVEY TECHNICIAN II	\$ 40
SURVEY TECHNICIAN I	\$ 30
GEOGRAPHIC INFORMATION SYSTEMS	
GIS MANAGER	\$ 110
GIS ANALYST	\$ 85
GIS TECHNICIAN II	\$ 55
GIS TECHNICIAN I	\$ 40
REIMBURSABLE EXPENSES	
GPS Equipment	\$35/Hour
Robotic Survey Equipment	\$20/Hour
LiDAR Scanning Equipment	\$35/Hour
UAV	\$1000/Unit
Job Related Mileage	\$0.53/Mile
Per Diem for Out of Town Crews	Per GSA Allowable
Airfare and other travel related expenses	At Cost
Black and white 8.5"x11" Copies	\$0.15/sheet
Color 8.5"x11" Copies	\$1.50/sheet
Photo Paper Color Plan Sheet Copies	\$0.75/sq. ft.
Reproducible Plan Copies (Vellum)	\$1.50/sq. ft.
Reproducible Plan Copies (Bond)	\$0.35/sq. ft.
<i>All rates are subject to change without notice.</i>	

Combined

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH CRAFTON, TULL AND ASSOCIATES ENGINEERS FOR SERVICES RELATED TO THE RAZORBACK GREENWAY.

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 Crafton, Tull and Associates Engineers for engineering services related to the Razorback Greenway 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:

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 Morrison Shipley Engineers for improvements along the Razorback Greenway.

COST TO CITY:

Cost of this Request: \$45,800

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 15, 2018
Re: City Council approval of a resolution authorizing the Mayor and City Clerk enter into an agreement with Morrison Shipley Engineers for Trail Improvements along the Razorback Greenway.

Parks and Recreation is seeking City Council's approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with Morrison Shipley for improvements along the Razorback Greenway. The value of the agreement is \$45,800, plus reimbursable expenses.

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. This is the third of three packages that separate this into different projects. This council item and agreement represents parking, safety and accessibility improvements along the North Bentonville Trail.

First, the project adds a parking lot to the intersection of Cub and NE A Street. This area has been become a makeshift parking area where many users are already using a dirt / gravel area. This new lot will be either concrete / asphalt lot with curb and an environmental bio swale to protect the creek.

This project also evaluates the possibility and potential design of a new bridge across Town Branch Creek connecting the Razorback Greenway to Urban Trail. Currently, a wooden bridge exists. But this bridge washes away with any major rain event. This evaluates the possibility of something a little more permanent. The agreement also includes widening the trail in areas to a minimum of 10 feet; eliminating sudden turns to result in a safer user experience and access to trails on the south side of A Street.

All funds for this agreement are included in 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 29, 2018

Mr. David Wright, Director
Bentonville Parks and Recreation
215 SW A Street
Bentonville, AR 72712
(479) 464-7275

**RE: *Proposal to Provide Professional Services
Greenway Trail Improvements
City of Bentonville, Arkansas***

Dear David:

We greatly appreciate the opportunity to work with the City of Bentonville on this project. Based on our discussions, we understand that the City is asking Morrison-Shipley to prepare construction documents for various improvements on and around the Greenway Trail, from Town Branch Creek Bridge south to NE Cub Circle. The improvements included in our scope include the following:

1. Replacing "Town Branch Creek Bridge" with precast bridge sections purchased by the City. MSE will provide design of the bridge footings, abutments, and trail transition to the bridge. MSE will also address "Flood Hazard Area" items to include the following:
 - a. Obtain hydraulic back up data from FEMA for the channel reach. (billed as a reimbursable)
 - b. Trouble shoot existing hydraulic model to ensure it matches existing FEMA mapping.
 - c. Obtain field data to confirm topography near bridge crossing. Estimate surveying 4 cross sections near structure.

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

- d. Prepare "proposed" hydraulic model to complete a no rise certification. It is our understanding you would like the structure to pass minimal storm events.
- e. Prepare detailed drawings of the footings, wingwalls and abutments with elevations of the proposed structure.
- f. Coordinate with the City of Bentonville Floodplain Administrator, Planning staff and Engineering staff through in-house submittal process to obtain approval for the proposed improvements.
- g. Prepare an as-built of the structure following construction.

We will obtain a Geotechnical Report and Structural Engineer to provide structural design of bridge footings and abutments and will gather topographic information of the area around the bridge as a basis for our design and plan preparation.

- 2. Prepare plan layout for "smoothing" the trail transition approximately 900' south of Town Branch Creek Bridge. Our design and plan preparation will be based on available aerial photography.
- 3. Prepare plan and details to provide trail crossings at the intersection of three existing bike trails and NE "A" Street, between Town Branch Creek Bridge and NE Cub Circle. Crossings will include pavement markings, signage and cutting existing Jersey Barriers at each location. Our design and plan preparation will be based on available aerial photography. We will present the crossings to the City Traffic and Signage Committee.
- 4. Relocate AT&T box located approximately 400' north of Tiger Blvd so it is clear of the existing trail. Our design and plan preparation will be based on available aerial photography.
- 5. Provide plans and details to pave the existing parking lot adjacent to NE Cub Circle and provide grading and drainage plan of parking area. Included will be stormwater quality control in the form of a rain garden or bio swales. We will gather topographic information of the area around the parking lot as a basis for our design and plan preparation.
- 6. Reconstruct Greenway Trail from NE Cub Circle to just north of Tiger Blvd. Associated with new trail section will be the widening of NE A Street under Tiger Blvd, extending the existing Jersey Barrier south where required 2' separating between trail and street cannot be achieved, and providing a flagstone plaza soft surface trailhead due north of Tiger Blvd. We will gather topographic information of the area around the trail as a basis for our design and plan preparation.

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

Construction Documents:

1. Prepare construction plans and details needed to construct Items 1 – 6 listed above.
2. Prepare contract documents and technical specifications in a format that is suitable to the City of Bentonville for public bidding.

Bidding Phase:

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

Construction Administration/Observation:

1. Provide up to 40 hours of Construction Phase services (30 hrs. Construction observation @ \$88/hr. and 10 hrs. Principal @ \$170/hr.), including:
 - a. Field observation;
 - b. Office time to prepare reports;

- c. Review of contractor RFI's;
 - d. Review of contractor product submittals;
 - e. Preparation of change orders.
2. Coordinate and perform final inspection with City Staff.
3. Prepare record drawings at the completion of construction based on a redline set provided to us by the contractor and field information gathered on Town Branch Creek Bridge.

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

Basic Services

Construction Documents (Lump Sum):	\$ 31,700.00
Bidding Phase (Lump Sum):	\$ 1,500.00
Construction Administration/Observation (Hourly budget):	\$ 5,400.00

Reimbursable Expenses (estimated)

Printing (<i>Printing that is not reimbursed by plan sales</i>):	\$ 200.00
Geotechnical Report:	\$ 2,500.00
Structural Engineer:	\$ 4,500.00

Fee Conditions:

1. The Maximum amount to be billed for this project, without additional authorization, will be **\$ 45,800.00**.
2. Reimbursable Expenses will be charged at our direct cost with a zero (0) percent markup.
3. Services not listed in this proposal or any changes to the project scope that are requested by the City of Bentonville or other parties after we have started our work will be billed as ADDITIONAL SERVICES in accordance with our fee schedule that is current when the work is performed.

Mr. David Wright
Greenway Trail Improvements
Page 5 of 5

4. For project delays that are more than 120 days, which are beyond our control, we reserve the right to request additional compensation.
5. Invoices for our services will be issued on or about the 1st day of each month for work completed to date less previous billings. Payment terms shall be Net 30 days.

EXCLUSIONS:

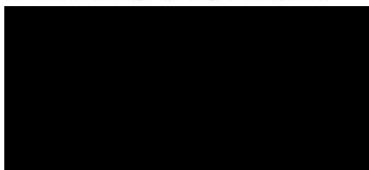
Morrison-Shipley has NOT included the following items in this proposal:

1. Arkansas One-Call locates.
2. Outside agency review fees and permit fees.
3. Newspaper advertising fees.
4. Corps of Engineers permitting.
5. Preparation of SW3P and/or oversight and administration of SW3P during construction, including post-rain inspections, mitigation work, and review of contractor's compliance, among others.

If this Proposal is acceptable to you, please have it signed below and provide me with a signed copy.

Please call me if you have any questions and thank you for placing confidence in Morrison-Shipley to complete this project!

Sincerely,
Morrison-Shipley Engineers, Inc.



John Wary, P.E.
Sr. Vice President

Agreed to by:
City of Bentonville

Honorable Bob McCaslin Date
Mayor

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
MORRISON SHIPLEY ENGINEERS FOR SERVICES
RELATED TO THE RAZORBACK GREENWAY.**

**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 Morrison Shipley Engineers for engineering services related to the Razorback Greenway 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 26, 2018

Submitted by:

Crant Osborne

Department

Parks and Rec

Phone

271-3190

ACTION REQUIRED:

Council approval to a transfer of assets to increase Parks and Recreations vehicle fleet count from Bentonville Water and Public Works Maintenance departments.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: Crant Osborne, Parks Operations Manager
Thru: David Wright, Parks and Recreation Director
Date: February 16, 2018
Re: Council approval to a transfer of assets to increase Parks and Recreations vehicle fleet count.

Parks and Recreation Staff is requesting City Council to approve the transfer of assets from the Bentonville Water and Public Works Maintenance to add two used city vehicles into Parks and Recreation fleet. This will increase the Parks and Recreation Fleet by two vehicles. Unit Number 3020 - 11 is a 2010 Ford F150 with 72,035 miles scheduled for trade in by the Bentonville Water Department. The second unit is Unit Number 5020 - 27, a 2010 Ford F350 with 48,733 miles scheduled to be traded in by Public Works.

The addition of these two units will allow us to be more efficient in our operations. One of these units will be utilized for our Grounds Maintenance team. This additional vehicle allows a team who currently share vehicles to now move as separate groups. This splits one large team into two smaller teams. Because of the limitation on vehicles, we transport this equipment with one truck and one trailer. Most every day, one group completes jobs and could move onto the next facility while the other team continues working. This additional unit will allow us to utilize our labor dollars more efficiently and will provide a better service for a higher service for our citizens.

Our Facilities team has evolved over time and requires staff who were once confined to the Community Center to assist at other locations. One example is the plumber who reports daily to the BCC, can assist with projects that involve plumbing expertise in one of the fourteen (14) restrooms we have in our park system. This allows this individual transportation for him and his tools to be able to complete these necessary tasks. Finally, we have moved into cross training all our facilities staff how to maintain pools / fountains. This additional vehicle allows our team to be more responsive to the needs of the entire park system and not being restricted to one location.

If you have any questions regarding this item, please let me know. Please call me at 271-3190, or email cosborne@bentonvillear.com.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 26, 2018

Submitted by:

Crant Osborne

Department

Parks and Rec

Phone

271-3190

ACTION REQUIRED:

City Council approval of final reconciliation Change Order, allowing for the installation of a second entrance/exit into each dugout at Memorial Park Baseball/Softball fields.

COST TO CITY:

Cost of this Request: \$4,050

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
Thru: David Wright, Parks and Recreation Director
From: Crant Osborne, Parks and Recreation Maintenance Supervisor
Date: February 20, 2018
Re: Council approval of change order to Anchor Fence in the amount of \$4,050 to install a second entrance/exit into each dugout at Memorial Park Baseball/Softball fields.

Parks and Recreation Staff seeks City Council's approval of a final reconciliation change order in the amount of \$4,050. This change order allows for the installation of a second entrance/exit into each dugout at Memorial Park Baseball/Softball fields. Currently there is only one opening at the field exit side. This will allow safer, quicker entry and exit on and off the field. This change is requested with original bid number #17-20 for the replacement of all fence fabric at Memorial Park.

This change order was requested during a meeting with youth sports (baseball and softball) volunteers. The cost of the change order will be paid for by the Bentonville Youth Softball Association.

If you have any questions regarding this item, please call me at 271-3190, or email cosborne@bentonvillear.com.

Attachments:

Change order request



5775 S. Campbell
Springfield, Missouri 65810
417-882-5270 Fax 417-882-2818

January 12, 2018

City of Bentonville, AR
Parks & Recreation Dept.
215 SW A St.
Bentonville, AR 72712

Attn: David/ Crant

Re: Memorial Park

Proposed Change Order 3

We will furnish and install:

- Remove existing welded framework to create a 2nd 3' opening at each dugout
- Install (18) 8' X 2 1/2" Plated Post, connect existing framework, reinstall chain link fence

Total Cost for Change Order 3: \$4,050.00

IN WITNESS WHEREOF, the OWNER and the CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to the OWNER and the CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by the OWNER and the CONTRACTOR.

OWNER: City of Bentonville, AR

CONTRACTOR: Anchor Fence Corp.

117 W Central Ave, Bentonville, AR 72712

5775 S. Campbell Ave., Springfield, MO 65810

By: _____

By: Steve Jacobsen

Title: _____

Title: President

Signature: _____

Signature: _____

Date: _____

Date: 01/12/2018

Attest: _____

Attest: _____

By: _____

By: Steve Jacobsen, Secretary



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 27, 2018

Submitted by:

Preston Newbill

Department

Water/Sewer

Phone

271-3142

ACTION REQUIRED:

Staff requests Council's approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with Crystal Bridges to replace and relocate an existing 12" sanitary sewer main associated with the Momentary Development. Crystal Bridges will provide the materials listed in the document provided by McClelland Consulting Engineers, Inc., City of Bentonville will install/relocate the existing sewer main. See attached memo for details.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



Date: 2/16/2018
To: City Council, Mayor McCaslin
From: Preston Newbill
RE: Development Agreement

Staff requests Council's approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with Crystal Bridges to replace and relocate an existing 12" sanitary sewer main associated with the Momentary Development. Crystal Bridges will provide the materials listed in the document provided by McClelland Consulting Engineers, Inc., City of Bentonville will install/replace the existing sewer main.

During the review of the development plans city staff identified an existing 12" clay sewer main that was located in the area of an outside event space that was associated with the Momentary development. Due to the age and location, it is in the best interest of Crystal Bridges and the City of Bentonville to relocate the sewer main outside of this area. Crystal Bridges will provide the material listed, provide construction staking and install the necessary storm water measures. The City of Bentonville will provide the concrete for the new manholes and the labor necessary to install the new sanitary sewer main. The purchase of the concrete will come out of the normal maintenance account that we utilize to replace aging or failing infrastructure and will not change the approved 2018 budget.

Thank you for your consideration of this request.

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into by and among the City of Bentonville, Arkansas, a municipal corporation with a mailing address of 117 West Central, Bentonville, Arkansas 72712 ("Bentonville") and Crystal Bridges Museum of American Art Inc. an Arkansas corporation having a mailing address of 600 Museum Way, Bentonville Arkansas 72712 ("Crystal Bridges").

WHEREAS, the construction and development of certain improvements to the sanitary sewer main located in the City of Bentonville, north of Southeast G Street and south of Southeast 5th Street as depicted on the current revision of The Momentary 12" Sanitary Sewer Relocation plan prepared by McClelland Consulting Engineers, Inc dated 1/25/2018

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed:

1. **Incorporation of Recitals.** The recitals set forth above are not mere recitals of fact but are contractual in nature and incorporated into this Agreement by reference, except in the event of a conflict between the incorporated recitals and the numbered sections of this Agreement, the numbered sections of this Agreement shall control.

2. **Property Development.** Bentonville and Crystal Bridges agree to contribute the following items or services related to the installation, according to the following cost sharing schedule:

Crystal Bridges shall provide Bentonville with pipe and bedding materials necessary to complete the installation of a 12" sanitary sewer relocation, as described on Exhibit A (SS Quantities) hereto. In addition, Crystal Bridges shall be responsible for: a) construction layout, b) sewer pipe, c) bedding material and d) installation and maintenance of SWPPP requirements. Crystal Bridges' obligations shall be delivered on site prior to any work being performed.

Bentonville shall be responsible for all other costs and expenses related to the installation, including, without limitation, a). all labor, b) concrete for manholes and c) equipment. Bentonville shall perform the work necessary to complete the installation in accordance with the special provisions applicable to the Crystal Bridges property, as described in the construction drawings, which have been provided to Bentonville prior to the execution of this Agreement.

3. **Counterparts.** This Agreement, including all attached exhibits, may be executed at different times and in any number of originals or counterparts and by each party on a separate counterpart, each of which shall be deemed an original but all of which together shall constitute only one agreement. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought. Facsimile and email signatures shall be deemed valid on all documents related to this Agreement. Any signature page from one counterpart may be appended to another counterpart to create a fully executed counterpart hereof.

4. **Other Acts.** Each party agrees to perform any further acts and deliver any additional documents which may be reasonably requested and necessary to carry out the provisions of this Agreement.

5. **Agreement Construction.** This Agreement and all provisions contained herein have been jointly drafted (or reviewed and negotiated) and agreed to, and shall be deemed to have been prepared jointly by the parties hereto, each being sophisticated in transactions such as the one contemplated by this Agreement and each having the benefit and advice of legal counsel (or the opportunity to seek such counsel), and shall not be construed in favor of or against any party to this Agreement. All headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provisions hereof and should not be considered in interpreting this Agreement. In this Agreement the use of any gender shall be deemed to include all genders and the use of the singular shall include the plural, wherever it appears appropriate from the context.

6. **Governing Law.** This Agreement shall be governed by the laws of the State of Arkansas, and the United States District Court for the Western District of Arkansas, Fayetteville Division, or state courts located in Benton County, Arkansas, shall be the exclusive forum for any disputes arising in connection with this Agreement. The parties mutually acknowledge and agree they shall not raise in connection herewith and hereby waive, any defenses based upon venue, inconvenience of forum, lack of personal jurisdiction or the like in any action or suit brought in accordance with the terms of this section. **The parties acknowledge they have read and understand this clause and willingly agree to its terms.**

7. **Severability.** If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be deemed inapplicable and deemed omitted to the extent so contrary, prohibited or invalid but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

8. **Time is of the Essence.** The parties specifically agree time is of the essence with regard to all provisions of this Agreement. Bentonville agrees to complete its obligations in a timely manner.

9. **Binding Effect.** This Agreement and the rights and obligations granted hereby shall be binding upon and inure to the benefit of the parties and their respective transferees, successors and assigns, as such succession in permitted in this Agreement.

10. **No Partnership.** This Agreement does not create any obligation or relationship such as a partnership, joint venture or other similar legal relationship under the laws of any state or the federal government. Any correspondence or other references to "partners" or other similar terms will not be deemed to alter, amend or change the relationship between the parties hereto unless there is a formal written agreement specifically detailing the rights, liabilities and obligations of the parties as to a new, specifically defined legal relationship.

11. **Survival of Provisions.** The expiration, termination or consummation of this Agreement shall not affect the provisions, and the rights and obligations set forth therein, which by their terms state or evidence the intent of the parties that the provisions survive the expiration or termination thereof.

12. **Authority of Signors.** The parties represent they have full power and authority to enter into and perform this Agreement and the parties know of no contract, agreement, promise or undertaking which would prevent the full corporate or municipal execution and performance of this Agreement, and the persons executing this agreement on behalf of the parties are duly authorized to do so and have the authority to bind such parties.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF this Agreement has been duly executed and made effective by the parties on this _____ day of February, 2018.

City of Bentonville:

Attest:

By: _____

Robert McCaslin, Mayor

Linda Spence, City Clerk

Crystal Bridges Museum of American Art.:

Attest:

By: _____

Scott Eccelston

EXHIBIT A

- 5 -

**The Momentary
12" SS Relocation**

Civil Site/Utility
Estimate of Probable Construction Materials
Prepared by MCE & Flintco
Date: 02/13/2018



Civil Site/Utility Package

Item No.	Description	Unit	Estimated Quantity	Estimated Unit Costs	Estimated Cost	Responsible Party
Utilities						
1	12" PVC Sewer Lines	LF	480	\$11.75	\$5,640.00	Crystal Bridges
2	Sewer Manhole	EA	4	-	-	Bentonville
3	Man Hole Ring & Lid	EA	3	\$306.05	\$918.15	Crystal Bridges
4	Man Hole Ring & Lid	EA	1	-	-	Bentonville
5	Class 67 Trench Backfill (3W x 2'D trench, per City dtl.)	CY	93	\$79.15	\$7,360.95	Crystal Bridges
6	Silt Sock	LF	466	-	-	Crystal Bridges
7	Concrete (as needed to replace concrete flume)	CY	TBD	-	-	Bentonville
8	Labor	LS	-	-	-	Bentonville
9	Equipment	LS	-	-	-	Bentonville
Total amount of donated assests					\$13,919.10	

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO A DEVELOPMENT
AGREEMENT WITH CRYSTAL BRIDGES TO REPLACE
AND RELOCATE A SEWER LINE ASSOCIATED WITH
THE MOMENTARY DEVELOPMENT.**

**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 development agreement with Crystal Bridges to replace and relocate a sewer line associated with the Momentary Development, 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