



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, April 10, 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: March 27, 2018**

AGENDA

1. Adoption of an ordinance amending Ordinance No. 2018-31 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. **(Pages 5-10)**

2. Planning:

- 2a. **Lot Split: Lots 84 & 85 of Cornerstone Ridge Subdivision Phase 7, Cornerstone, LLC, Southwest Regional Airport Boulevard & Southwest Rainbow Farm Road, R-O, Residential Office.** **(Pages 15-16)**

The Planning Commission voted 6-0, recommending approval.

The applicant submitted a lot split for an approximately 4.2 acre area, splitting Lot 83 of Cornerstone Ridge Phase 7 Subdivision, creating new Lots 84 and 85. The plat dedicates a 20' utility easement along the northern and southern lot lines, a 15' utility easement along the shared lot line, and a 25' utility easement along the far eastern lot line. Per the requirements of the current Master Street Plan, the plat dedicates an additional 3' of right-of-way along SW Regional Airport Boulevard and an additional 19' of right-of-way along SW Rainbow Farms Road.

- 2b. **Lot Split: Lots 86 & 87 of Cornerstone Ridge Subdivision Phase 7, Cornerstone, LLC, Southwest Regional Airport Boulevard & Southwest Rainbow Farm Road, R-O, Residential Office.**

(Pages 17-18)

The Planning Commission voted 6-0, recommending approval.

The applicant submitted a lot split for an approximately 4.3 acre area, splitting Lot 82 of Cornerstone Ridge Phase 7 Subdivision, creating new Lots 86 and 87. The plat dedicates a 20' utility easement along the southern lot lines, a 15' utility easement along the shared lot line, and a 25' utility easement along the far eastern lot line. Per the requirements of the current Master Street Plan, the plat dedicates an additional 3' of right-of-way along SW Regional Airport Boulevard.

- 2c. **Lot Split: Lots 8 & 9 of Prime Parc Subdivision, Benco 12, LLC, Southwest Regional Airport Boulevard, PUD, Planned Unit Development.**

(Pages 19-21)

The Planning Commission voted 6-0, recommending approval.

The applicant submitted a lot split for an approximately 43-acre area, splitting Lot 6 of Prime Parc Subdivision, creating new Lots 8 and 9. The plat dedicates multiple utility easements of varying widths. Per the requirements of the current Master Street Plan, the plat dedicates an additional 3' of right-of-way along SW Regional Airport Boulevard.

- 2d. **Property Line Adjustment: Lot 1 of Second Walton Subdivision, 206 Walton, LLC, Southwest 2nd Street & South Walton Boulevard, C-2, General Commercial.**

(Pages 22-23)

The Planning Commission voted 6-0, recommending approval.

The applicant submitted a property line adjustment to dedicate the necessary easements and right-of-way for new Lot 1 of Second Walton Subdivision. The plat dedicates a 10' utility easement along the northern, western, and southern lot lines and a 4' utility easement along the eastern lot line. The plat dedicates approximately 174 square feet of right-of-way along SW 2nd Street.

- 2e. **Property Line Adjustment: Lot 38 of McAndrew & Jackson Addition, Jeremy Gaylord, 710 Bella Vista Road, R-1, Single Family Residential.**

(Pages 24-25)

The Planning Commission voted 6-0, recommending approval.

The applicant submitted a property line adjustment that removes the common lot line between the southern portion of existing Lots 2 and 3 of McAndrew and Jackson Addition, creating new Lot 38. The plat dedicates additional right-of-way along Bella Vista Road and NW 7th Street. The plat dedicates a 20' utility easement along Bella Vista Road.

- 2f. **Property Line Adjustment: Lots 25 & 26 of W.A. Burk's Addition, Maribeth Squires, 1204 & 1206 NE Monroe Street, R-1, Single Family Residential.**

(Pages 26-27)

The Planning Commission voted 6-0, recommending approval.

The applicant submitted a property line adjustment of part of Lot 2 and all of

Lots 3, and 4 of W.A. Burk's Addition, creating new Lots 25 and 26. The plat dedicates right-of-way along NE Monroe Street to meet the Local Street standard of the Master Street Plan. The plat dedicates a 20' utility easement along NE Monroe Street.

- 2g. **Rezoning: Crossmar Investments, Southwest Vendor Boulevard & Southwest Regional Airport Boulevard, From A-1, Agricultural to I-1, Light Industrial.**

(Pages 28-32)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan depicts this property as Industrial (I). The I-1, Light Industrial zoning is an appropriate zoning district for this designation.

- 2h. **Final Plat: Arbor Lane II Phase II.**

(Pages 33-36)

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a final plat of an approximately three-acre area consisting of twenty-four new lots. The subdivision shall be known as Arbor Lane II Subdivision Phase II. Appropriate city departments inspected and accepted all necessary public infrastructure improvements and the applicant completed all required non-bondable items.

3. Requesting Council approval of a resolution authorizing the Mayor and Clerk to enter into a professional consultant services agreement with Daniel R. Houser, INC for Data Conversion, and Related Consulting Service in the amount of \$29,550.00. Conversion services are required to migrate/replace our current software to the Tyler – Munis for Financials, Purchasing – Inventory, Payroll, Human Resources, Utility Billing, and Work Orders. See attached memo and supporting documents.

(Pages 37-51)

4. Wastewater Department requests City Council approval of a bid award #IFB-18-007 to the second lowest bidder, Seven Valleys Concrete in the amount of \$431,200.00. The low bidder was not selected based on previous experience and inadequate and negative references, which they supplied. \$ 300,000.00 was budgeted for this project. Cost adjustment will be met in the following manner: From account #050 3030 4380 7410 the following will not be purchased; 100HP blower, \$15,000.00; Seepex polymer pump, \$ 7,000.00; Sludge pump for belt press, \$ 7,200.00; Upgrades to (Engineering & Specs) Woods Creek Lift Station, \$105,000.00, for an adjustment of \$134,200.00 and a budget total of \$434,200.00.

(Pages 52-55)

5. Request City Council approval to award the bid for a new dump truck to MHC Kenworth in the amount of \$106,965.57 plus tax. This is a 2018 budgeted item.

(Pages 56-74)

6. City Council approval of Bid IFB-18-010 in the amount of \$44,446.20 for the purchase of a Bobcat Toolcat 5600 Utility Work Machine from Bobcat of Northwest Arkansas. Staff worked with purchasing to send this out to sealed bid but zero bids were returned. According to Arkansas Code Title 19-11-229,

competitive sealed bidding if there are zero bids returned you can negotiate price with dealers to receive the best competitive price. We received a National Joint Powers Alliance Contract quote from Clark Equipment Company dba Bobcat Company out of West Fargo, ND in the amount of \$53,329.00 and a quote from Bobcat of Northwest Arkansas in the amount of \$44,446.20.

(Pages 75-79)

7. City Council approval of bid number IFB-18-005, in the amount of \$1,168,871, for the construction of the Citizens Park Tennis Complex. **(Pages 80-84)**
8. City Council approval of resolution, authorizing CEI to perform construction observation services in the amount of \$26,300.00, for the Citizens Park Tennis Complex. **(Pages 85-89)**
9. City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with NWA Trailblazers for the renovation of Lake Bentonville Park. **(Pages 90-119)**



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

AGENDA FORM

CITY COUNCIL MEETING OF:

April 10, 2018

Submitted by:

George Spence

Department

City Attorney

Phone

273-2777

ACTION REQUIRED:

Adoption of an ordinance amending Ordinance No. 2018-31 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.

COST TO CITY:

Cost of this Request: Minimal*

Additional Budget Amount: None

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	None
Remaining After Adjustment	\$ -

* There are some minor attorney fees related to this, which will be paid out of the budget for professional fees.

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMORANDUM

TO: City Council
FROM: George Spence, City Attorney
CC: Mayor McCaslin, Linda Spence, City Clerk
DATE: April 3, 2018
RE: Elzey 2 annexation

On February 13, 2018, the City passed an ordinance annexing property owned by Todd Elzey, Brenda Elzey, and Martin Elzey. When the documents were processed through to the Secretary of State, a problem was discovered with the legal description included with the ordinance and the annexation was rejected.

The proposed ordinance corrects the previous deficiency and would allow the previously approved annexation to be finalized.

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 2018-31 ACCEPTING THE ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF BENTONVILLE, ARKANSAS, AND MAKING SAME A PART OF THE CITY OF BENTONVILLE, AND ASSIGNING SAME TO WARDS.

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

WHEREAS, on the 4th day of March, 2018, the County Court of Benton County, Arkansas, entered an amended order authorizing annexation pursuant to § 14-40-609 of the Arkansas Code, finding that the petition met the requirements for annexation under that provision and directed the Clerk to forward the order to the Mayor of the City of Bentonville; and

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

WHEREAS, the Council previously adopted Ordinance No. 2018-31 to accept the described annexation, but that ordinance was determined to have a defective legal description.

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

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

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

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

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

PASSED AND APPROVED THIS _____ DAY OF APRIL, 2018.

APPROVED: _____
HON. BOB McCASLIN, Mayor

ATTEST: _____
HON. LINDA SPENCE, City Clerk

Exhibit "A"

Voluntary Annexation Petition
Property petitioned for annexation
plus abutting dedicated public roads and rights of way

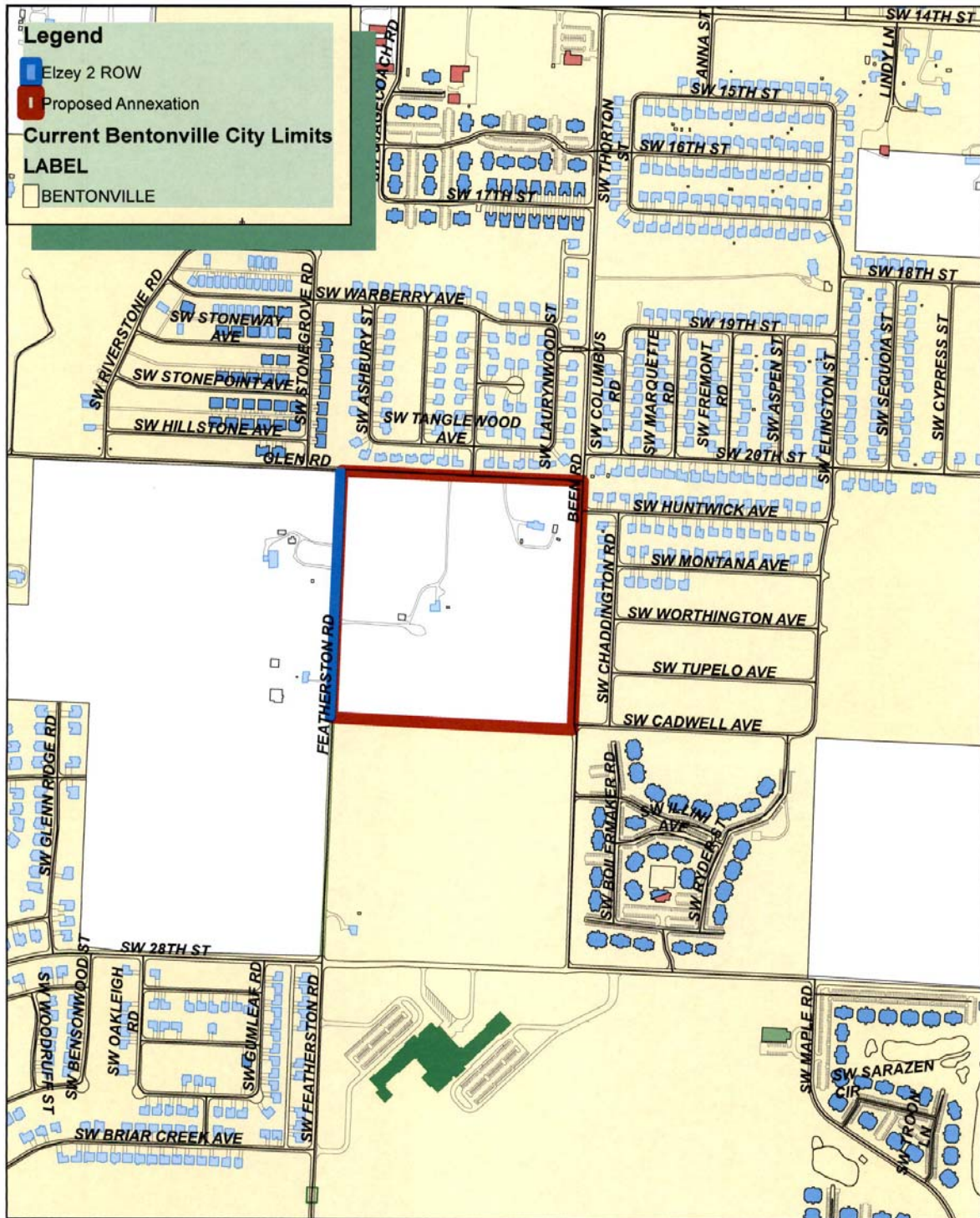
The NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 2, Township 19N, Range 31W, Benton County, Arkansas.

-AND THE FOLLOWING DESCRIBED PROPERTY
(WHICH IS DEDICATED PUBLIC ROADS AND RIGHTS OF WAY)-

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

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

Thence N87°30'49"W, 20.93';
Thence S01°58'14"W, 1335.41';
Thence S87°19'44"E, 16.08';
Thence N02°10'43"E, 1335.54' to the point of beginning.



"Exhibit B"
Elzey 2 Annexation

1 inch = 667 feet





City Council Agenda Items
For City Council Meeting of April 10, 2018
From the April 3, 2018 Planning Commission Meeting

Lot Split: Lots 84 & 85 of Cornerstone Ridge Subdivision Phase 7, Cornerstone, LLC, Southwest Regional Airport Boulevard & Southwest Rainbow Farm Road, R-O, Residential Office.

The Planning Commission voted 6-0, recommending approval.

The applicant submitted a lot split for an approximately 4.2 acre area, splitting Lot 83 of Cornerstone Ridge Phase 7 Subdivision, creating new Lots 84 and 85. The plat dedicates a 20' utility easement along the northern and southern lot lines, a 15' utility easement along the shared lot line, and a 25' utility easement along the far eastern lot line. Per the requirements of the current Master Street Plan, the plat dedicates an additional 3' of right-of-way along SW Regional Airport Boulevard and an additional 19' of right-of-way along SW Rainbow Farms Road.

Lot Split: Lots 86 & 87 of Cornerstone Ridge Subdivision Phase 7, Cornerstone, LLC, Southwest Regional Airport Boulevard & Southwest Rainbow Farm Road, R-O, Residential Office.

The Planning Commission voted 6-0, recommending approval.

The applicant submitted a lot split for an approximately 4.3 acre area, splitting Lot 82 of Cornerstone Ridge Phase 7 Subdivision, creating new Lots 86 and 87. The plat dedicates a 20' utility easement along the southern lot lines, a 15' utility easement along the shared lot line, and a 25' utility easement along the far eastern lot line. Per the requirements of the current Master Street Plan, the plat dedicates an additional 3' of right-of-way along SW Regional Airport Boulevard.

Lot Split: Lots 8 & 9 of Prime Parc Subdivision, Benco 12, LLC, Southwest Regional Airport Boulevard, PUD, Planned Unit Development.

The Planning Commission voted 6-0, recommending approval.

The applicant submitted a lot split for an approximately 43-acre area, splitting Lot 6 of Prime Parc Subdivision, creating new Lots 8 and 9. The plat dedicates multiple utility easements of varying widths. Per the requirements of the current Master Street Plan, the plat dedicates an additional 3' of right-of-way along SW Regional Airport Boulevard.

Property Line Adjustment: Lot 1 of Second Walton Subdivision, 206 Walton, LLC, Southwest 2nd Street & South Walton Boulevard, C-2, General Commercial.

The Planning Commission voted 6-0, recommending approval.

The applicant submitted a property line adjustment to dedicate the necessary easements and right-of-way for new Lot 1 of Second Walton Subdivision. The plat dedicates a 10' utility easement along the northern, western, and southern lot lines and a 4' utility easement along the eastern lot line. The plat dedicates approximately 174 square feet of right-of-way along SW 2nd Street.

Property Line Adjustment: Lot 38 of McAndrew & Jackson Addition, Jeremy Gaylord , 710 Bella Vista Road, R-1, Single Family Residential.

The Planning Commission voted 6-0, recommending approval.

The applicant submitted a property line adjustment that removes the common lot line between the southern portion of existing Lots 2 and 3 of McAndrew and Jackson Addition, creating new Lot 38. The plat dedicates additional right-of-way along Bella Vista Road and NW 7th Street. The plat dedicates a 20' utility easement along Bella Vista Road.

Property Line Adjustment: Lots 25 & 26 of W.A. Burk's Addition, Maribeth Squires , 1204 & 1206 NE Monroe Street, R-1, Single Family Residential.

The Planning Commission voted 6-0, recommending approval.

The applicant submitted a property line adjustment of part of Lot 2 and all of Lots 3, and 4 of W.A. Burk's Addition, creating new Lots 25 and 26. The plat dedicates right-of-way along NE Monroe Street to meet the Local Street standard of the Master Street Plan. The plat dedicates a 20' utility easement along NE Monroe Street.

Rezoning: Crossmar Investments, Southwest Vendor Boulevard & Southwest Regional Airport Boulevard, From A-1, Agricultural to I-1, Light Industrial.

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan depicts this property as Industrial (I). The I-1, Light Industrial zoning is an appropriate zoning district for this designation.

Final Plat: Arbor Lane II Phase II.

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a final plat of an approximately three-acre area consisting of twenty-four new lots. The subdivision shall be known as Arbor Lane II Subdivision Phase II. Appropriate city departments inspected and accepted all necessary public infrastructure improvements and the applicant completed all required non-bondable items.



Consent Agenda Items

For Planning Commission meeting of April 3, 2018

Reviewer: Tyler Overstreet, Planner

- ❖ At the Technical Review meeting held on March 27, 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 84 & 85 Cornerstone Ridge Phase 7 Subdivision, Cornerstone, LLC, SW Regional Airport Boulevard and SW Rainbow Farm Road, R-O, Residential Office, (LS18-0012)

The applicant submitted a lot split for an approximately 4.2 acre area, splitting Lot 83 of Cornerstone Ridge Phase 7 Subdivision, creating new Lots 84 and 85. The plat dedicates a 20' utility easement along the northern and southern lot lines, a 15' utility easement along the shared lot line, and a 25' utility easement along the far eastern lot line. Per the requirements of the current Master Street Plan, the plat dedicates an additional 3' of right-of-way along SW Regional Airport Boulevard and an additional 19' of right-of-way along SW Rainbow Farms Road.

(Please click on this link to access the vicinity map for this item: <http://geo.bentonvillear.com/mgweb/PZpending/>)

Lot Split: Lots 86 & 87 Cornerstone Ridge Phase 7 Subdivision, Cornerstone, LLC, SW Regional Airport Boulevard and SW Rainbow Farm Road, R-O, Residential Office, (LS18-0013)

The applicant submitted a lot split for an approximately 4.3 acre area, splitting Lot 82 of Cornerstone Ridge Phase 7 Subdivision, creating new Lots 86 and 87. The plat dedicates a 20' utility easement along the southern lot lines, a 15' utility easement along the shared lot line, and a 25' utility easement along the far eastern lot line. Per the requirements of the current Master Street Plan, the plat dedicates an additional 3' of right-of-way along SW Regional Airport Boulevard.

(Please click on this link to access the vicinity map for this item: <http://geo.bentonvillear.com/mgweb/PZpending/>)

Lot Split: Lots 8 & 9 Prime Parc Subdivision, Benco 12, LLC, SW Regional Airport Boulevard, PUD, Planned Unit Development, (LS18-0010)

The applicant submitted a lot split for an approximately 43 acre area, splitting Lot 6 of Prime Parc Subdivision, creating new Lots 8 and 9. The plat dedicates multiple utility easements of varying widths. Per the requirements of the current Master Street Plan, the plat dedicates an additional 3' of right-of-way along SW Regional Airport Boulevard.

(Please click on this link to access the vicinity map for this item: <http://geo.bentonvillear.com/mgweb/PZpending/>)

Property Line Adjustment: Lot 1 Second Walton Subdivision, 206 Walton, LLC, SW 2nd Street and S Walton Boulevard, C-2, General Commercial (LS18-0008)

The applicant submitted a property line adjustment to dedicate the necessary easements and right-of-way for new Lot 1 of Second Walton Subdivision. The plat dedicates a 10' utility easement along the northern, western, and southern lot lines and a 4' utility easement along the eastern lot line. The plat dedicates approximately 174 square feet of right-of-way along SW 2nd Street.

(Please click on this link to access the vicinity map for this item: <http://geo.bentonvillear.com/mgweb/PZpending/>)

Property Line Adjustment: Lot 38 McAndrew & Jackson Addition, Jeremy Gaylord, 710 Bella Vista Road, R-1, Single-Family Residential, (PLA18-0011)

The applicant submitted a property line adjustment that removes the common lot line between the southern portion of existing Lots 2 and 3 of McAndrew and Jackson Addition, creating new Lot 38. The plat dedicates additional right-of-way along Bella Vista Road and NW 7th Street. The plat dedicates a 20' utility easement along Bella Vista Road.

(Please click on this link to access the vicinity map for this item: <http://geo.bentonvillear.com/mgweb/PZpending/>)

Property Line Adjustment: Lots 25 & 26 W.A. Burk's Addition, Maribeth Squires, 1204 and 1206 NE Monroe Street, R-1, Single-Family Residential, (PLA18-0013)

The applicant submitted a property line adjustment of part of Lot 2 and all of Lots 3, and 4 of W.A. Burk's Addition, creating new Lots 25 and 26. The plat dedicates right-of-way along NE Monroe Street to meet the Local Street standard of the Master Street Plan. The plat dedicates a 20' utility easement along NE Monroe Street.

(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 84 & 85 OF
CORNERSTONE RIDGE SUBDIVISION PHASE 7 TO THE CITY OF
BENTONVILLE, ARKANSAS.

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 84 & 85 of Cornerstone Ridge Subdivision Phase 7, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on April 3, 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 84 & 85 of Cornerstone Ridge Subdivision Phase 7 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.

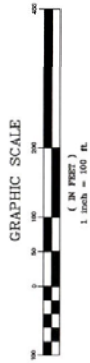
PASSED AND APPROVED this _____ day of _____, 2018.

APPROVED:

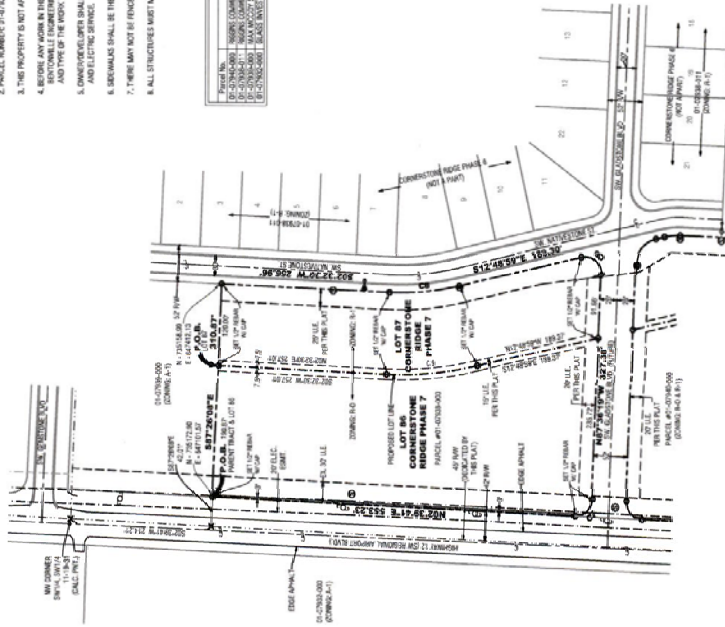
MAYOR

ATTEST:

CITY CLERK



CURVE	LENGTH	HACKLES	TARGET	GEOMETRY	HEADING	DELTA
C1	45.49	25.00	33.67	30.71	NW 47.1°E	10°09'00"
C2	34.39	25.00	29.12	35.44	S 42.28°W	90°45'00"
C3	107.49	481.80	54.07	101.57	S 55°08'W	15°11'00"
C4	138.60	521.00	70.25	126.24	S 65°03'W	15°13'00"



R-O RETRACTION TABLE				
STRUCTURE TYPE	FRONT	SIDE INTERIOR	SIDE EXTERIOR	REAR
SINGLE FAMILY	20'	7'	20'	25'
TWO-FAMILY	20'	10'	20'	25'
OFFICE WITH PARKING IN FRONT	50'	10'	50' PARKING 20' NO PARKING	25'
OFFICE W/O PARKING IN FRONT	20'	10'	20'	25'

P-1 SETBACK TABLE	
FRONT	20'
SIDE INTERIOR	7'
SIDE EXTERIOR	20'
REAR	25'

[illegible]

LEGAL DESCRIPTION: PARENT TRACT)

[illegible]

LEGAL DESCRIPTION: SLOTTING CORNERSTONE RIDGE PHASE 2)

A part of the SW1/4 of the SW1/4 of Section 11, T14N, R01W in Benton County, Arkansas, and being described as follows: Commencing at the NW Corner of said SW1/4, thence S72°39'41" W, 214.21 feet, then S65°29'09"E, 42.01 feet to the POINT OF BEGINNING, thence S65°29'09"E, 180.87 feet, then S72°39'41" W, 257.01 feet, then along the NE1/4 of the SW1/4, S130.66 feet, then crossing a railway a radius of 550.19 feet and a chord bearing and distance of S05°19'41" E, 136.24 feet, thence S12°20'09"E, 189.37 feet, thence N07°40'14" W, 220.71 feet, then along the NE1/4 of the SW1/4, S130.66 feet, then crossing a railway a radius of 550.19 feet and a chord bearing and distance of S42°28'19" W, 35.44 feet, thence N02°10'41"E, 503.23 feet, then along a 500' segment curve to the right 38.30 feet, across a river having a radius of 75.00 feet, and chord bearing and distance of S42°28'19" W, 35.44 feet, thence N02°10'41"E, 503.23 feet to the POINT OF BEGINNING. Containing 27.46 Acres, more or less, subject to the rights of record.

LEGAL DESCRIPTION: B. 07 B7 CORNERS TOWNE BROOK (PHASE 2)

[illegible]

PROJECT TITLE: Lots 86 & 87 of Cornerstone Ridge Ph. 7 Subd.
LOCATION: BENTONVILLE, ARKANSAS
SHEET TITLE: LOT SPUIT
DRAWN BY: KJA
DATE: 12-15-2018
DATE: FEBRUARY 21, 2019 - DATE REWAS: MARCH 20, 2018
PROJECT: "M.L. ZSOLNOR 16 1445 LOT SPAIT"

**JORGENSEN
+ ASSOCIATES**
Civil Engineering • Surveying

124 W. Southlodge Drive, Suite 5
Salt Lake City, UT 84113
Office: 479.443.9127
Fax: 479.562.4807
www.jorgensen-assoc.com

[illegible]

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 86 & 87 OF
CORNERSTONE RIDGE SUBDIVISION PHASE 7 TO THE CITY OF
BENTONVILLE, ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 86 & 87 of Cornerstone Ridge Subdivision Phase 7, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on April 3, 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 86 & 87 of Cornerstone Ridge Subdivision Phase 7 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 8 & 9 OF PRIME PARC
SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 8 & 9 of Prime Parc Subdivision, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on April 3, 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 8 & 9 of Prime Parc Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 1
OF SECOND WALTON SUBDIVISION TO THE CITY OF BENTONVILLE,
ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lot 1 of Second Walton Subdivision of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on April 3, 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 1 of Second Walton Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2018.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 38
OF MCANDREW & JACKSON 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 38 of McAndrew & Jackson Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on April 3, 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 38 of McAndrew & Jackson 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

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS
25 & 26 OF W.A. BURK'S 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 Lots 25 & 26 of W.A. Burk's Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on April 3, 2018; and,

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

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

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

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

Section 1: That the property line adjustment of Lots 25 & 26 of W.A. Burk's Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2018.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Crossmar Investments

SW Vendor Boulevard and SW Regional Airport Boulevard

PC Date: 4/3/2018

Reviewer: Tyler Overstreet, Planner

Project Number	RZ18-0011
Applicant / Current Owner	Crossmar Investments 1500 E Central Avenue Bentonville, AR 72712
Site Area	+/- .14 acres
Current Zoning	A-1, Agricultural
Requested Zoning	I-1, Light Industrial
Future Land Use Map Designation	Industrial (I)

Property Description

This approximately .14 acre tract is located at the intersection of SW Vendor Boulevard and SW Regional Airport Boulevard. The applicant is requesting the zoning of the tract be made consistent with the larger, industrial development to the north.

Projected Traffic Impact

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

Relationship to the General Plan

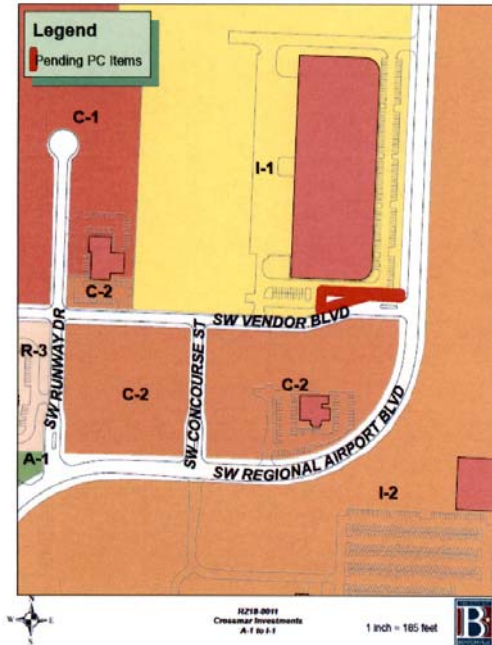
The Future Land Use Plan depicts this property as Industrial (I). The I-1, Light Industrial zoning is an appropriate zoning district for this designation.

Conclusion

The I-1, Light Industrial is an appropriate zoning district for the Industrial (I) Land Use designation, and is compatible with existing and adjacent uses.

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

Location Map





February 26, 2018

Planning Commission
City of Bentonville
315 S.W. "A" St.
Bentonville, AR 72712

**Re: Parcel 01-09928-001 at SW Regional Airport Blvd & SW Vendor Blvd, Bentonville, AR
Rezoning Request**

Dear Planning Commission:

Crossmar Investments is requesting to rezone the above referenced parcel to facilitate creating one contiguous piece of property where the approved Gateway Warehouse 4 will be constructed. Please find below the narrative addressing the required items under the Rezoning Request Checklist.

- The property is currently not shown to have a zone, but by default it is assumed A-1, Agricultural; the proposed zoning would be I-1, Light Industrial to make it the same as the rest of Gateway Park Warehouse 4. The property is currently owned by Crossmar Investments.
- Crossmar would like to rezone so they can add it to the Gateway Park Warehouse 4 lot and utilize it for additional parking for the project.
- The proposed use of the property warehousing. The fits the majority of the properties Future Land Use Map.
- Crossmar Investments expects low volume truck traffic with the future warehousing.
- Signage will be similar to that of Gateway Park Warehouse 1.
- The planned exterior will also be similar to Gateway Park Warehouse 1.

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

Planning Commission
February 26, 2018
Page 2 of 2

- Water and Sewer are available to the site via an existing 8" sewer and 8" water Bentonville line running adjacent to the south property line on the south side of SW. Vender Blvd.

Sincerely,
Morrison Shipley Engineers, Inc.



Patrick Foy,
Project Manager

ORDINANCE NO. _____

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

WHEREAS, Crossmar Investments 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 I-1, Light Industrial to be used in accordance with city zoning laws and state laws, which property is described as follows:

ALL OF THE P.O.A. LOT OF STRAUBE BUSINESS PARK, BENTONVILLE, BENTON COUNTY, ARKANSAS, RECORDED IN PLAT BOOK P4-541, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 16 OF SAID STRAUBE BUSINESS PARK; THENCE N04°13'49"E, 58.88 FEET, ALONG THE EAST LINE OF SAID LOT 16, IDENTICAL TO THE WEST LINE OF SAID P.O.A. LOT, TO THE NORTHWEST CORNER OF SAID P.O.A. LOT; THENCE S87°40'27"E, 242.90 FEET, ALONG THE NORTH LINE OF SAID P.O.A. LOT, TO THE WEST LINE OF SW REGIONAL AIRPORT BOULEVARD, A.K.A. STATE HIGHWAY NO. 12, AT THE NORTHEAST CORNER OF SAID LINE P.O.A. LOT; THENCE S02°14'15"W, 10.00 FEET ALONG SAID RIGHT-OF-WAY LINE TO INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SW VENDOR BLVD.; THENCE N87°40'27"W, 100.00 FEET, LEAVING SAID WEST RIGHT-OF-WAY LINE, ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE S73°41'29"W, 152.89 FEET, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, TO THE POINT OF BEGINNING. CONTAINING 5,930 SQUARE FEET OR 0.14 ACRES OF LAND.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held April 3, 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 I-1, Light Industrial.

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 I-1, Light Industrial to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2018.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

FINAL PLAT STAFF REPORT



Arbor Lane II Phase II

SW Peachwood Drive

PC Date: 4/3/2018

Reviewer: Tyler Overstreet, Planner

Project Number	FP18-0003
Applicant / Current Owner	Arbor Lane Phase II Development Group 1200 E Joyce Boulevard Fayetteville, AR 72703
Site Area	± 3 acres
Current Zoning	PRD, Planned Residential Development
Future Land Use Map Designation	Low Density Residential (LDR)
No. of Lots	24
Subdivision Name	Arbor Lane II Subdivision Phase II

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

Location Map



Property Description

The property is approximately three acres. The site is Phase II of the previously approved Arbor Lane Planned Residential Development.

Project Details

The applicant has submitted a final plat of an approximately three-acre area consisting of twenty-four new lots. The subdivision shall be known as Arbor Lane II Subdivision Phase II. Appropriate city departments inspected and accepted all necessary public infrastructure improvements and the applicant completed all required non-bondable items.

Drainage Report

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

Waivers

No waivers requested.

Conclusion

In conclusion, this final plat does meet the minimum requirements of the subdivision regulations.

Standard Conditions of Approval

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

VICINITY MAP
N.T.S.

Notes: . . .

The Following Lots are Non-Buildable / Common Areas: Lot 4; Lot 12; Lot 31;
Lot 32; Lot 33; Lot 34; Lot 35; and Lot 59
Common Areas shall be maintained by the Home Owners Association.
The Followings Lots are to be Private Utility Easements: Lot 33; Lot 34; and
Lot 35;

The Following Lots are to be Across Easements: Lot 4; Lot 12; and Lot 51

Ownership of Lots 5-11, 21 and 24-30 shall not transfer from the original developer to an individual owner until vehicular access is provided to the most land parcels as approved in the PRD Document No. 14-01700003.

Proposed Sidewalk To Be Constructed Prior To Certificate of Occupancy of House.

Before any work in the Right-of-Way commences, Contractor and/or owner is to contact the City of Bernoville Engineering and Transportation Departments and notify said departments on the intent and type of the work that will take place within the Right-of-Way.

Owner/Developer shall coordinate with all local utilities to ensure that each lot has water, sewer, and electric service.

ABBREVIATIONS:

BS	- Building Setback Line
W/W	- Right-of-Way
UE	- Utility Easement
DE	- Drainage Easement
AE	- Access Easement
CU	- City Utilities Only
FE	- Other Utilities
FTE	- Maximum Finished Floor Elevation

Donor / Developer:
c/o Mr. Kim Fugitt
1200 E. Joyce Blvd 4th Floor
Fayetteville, AR 72703-5189
(479) 521-6686

Representative:
Bilw & Associates, PA
524 W. Symamore, Ste 4
Fayetteville, AR 72703
(479) 443-4506

Lot 37, Arbor Lane II as shown on Plat Record 2015 Page 549/550 Recorded at the Benton County Clerk's Office-Benton County Arkansas.

[illegible]

CERTIFICATE OF SURVEYING ACCURACY:
I, Buckley D. Lowe, freely certify that this plan correctly represents a boundary
survey made by me and boundary markers and an accurate survey actually exist and their
location, type and material are correctly shown and all relevant requirements of the Arkansas
Uniform Standards for Land Surveys have been met.

Date of Execution _____

Registered Land Surveyor
No. 0332
State of Arkansas

CERTIFICATE OF APPROVAL

Date of Expiration: _____

Business Development Committee Chairman

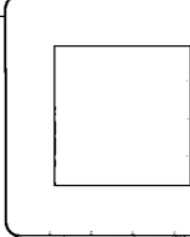
Mayor City of Baltimore

STATEMENT OF CONSENT
I, the undersigned, owner of the said estate above and described herein, do hereby certify that we have laid out, planned, and subdivided said being very off, plain, subdivide said real estate in accordance with this plan and do hereby declare to the use of the public the access, egress, drives, easements, etc. as shown on said plan.

Date of Expiration: _____, 1984. 10th Page
Author: Eric Hoffer ||| Donnellson, J.C.

1501 E. Joyce Boulevard 403.0000
Plymouth, MI 48170-1169

By Graphic Porting of the information shown on Flood Insurance Rate Map No. 05007-02853C, Dated June 5, 2012 indicates that the property shown on survey lies within Zone X (unshaded) - Areas determined to be outside the 0.2% annual chance floodplain.



* THE LOCATION OF UTILITIES SHOWN HEREIN ARE THE FIRST OBSERVANCES OF ABOVE GROUND APPEARANCES ONLY. THIS SURVEYOR WAS NOT PROVIDED WITH UNDERGROUND PLANS OR SURFACE-GROUND MARKINGS TO DETERMINE THE LOCATION OF ANY SUBTERRANEAN LINES.



THE NEW CENTURY HAS TO ME THERE AND COME
TO THE BEST OF MY KNOWLEDGE AND BELIEF
ON THE 5th DAY OF SEPTEMBER 1977.



THE SIGNATURE ON THIS SEAL IS NOT AN ORIGINAL AND IF BLUE IN COLOR THEN IT SHOULD BE ASSUMED THAT THIS PLAT MAY HAVE BEEN ALTERED. THE ABOVE NOTIFICATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS
524 W. SCARLETT STREET, SUITE 4
FAYETTEVILLE, ARKANSAS 72703
OFFICE: 479.443.4506
FAX: 479.582.1883
www.BlewInc.com

Use of the course	Use of the course	Use of the course
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TC	GD	7/10/2017
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Category	Percentage
Very good	14.3
Good	28.6
Fair	28.6
Poor	28.6

	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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SUCTION 11, TOWNSHIP 19 NORTH, RANGE 31 WEST

[illegible]

ARBOR LANE PHASE II

DEVELOPMENT, LLC

Project #1510-01

PAGE 1 OF 2



THE
NEAREST ESTATE TO THE LOCATION
OF ABOVE-GROUND UTILITY LINE
IS SCENAROCK GROUND WATER
ONLY. THE ESTATE IS A NATURAL
SLATED WITH UNDERGROUND
LAYER OF UNDERGROUND
DISTRIBUTION IN THE LOCATION
IS THE OTHER ANIMALS
BUTTING IN THIS AREA
THE GALT ALL FOR FIELD
ONCE THE GALT ALL FOR
UNDERGROUND UTILITY LINE



IF THE SIGNATURE ON THIS SEAL IS NOT AN ORIGINAL AND NOT BLUE IN COLOR THEN IT SHOULD BE INDICATED THAT THIS SEAL MAY HAVE BEEN ALTERED. THE ABOVE CERTIFICATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT MEET AN ORIGINAL SEAL AND SIGNATURE.

BLEW & ASSOCIATES, PA
CIVIL ENGINEERS AND SURVEYORS
524 W. SYCAMORE STREET # 4
FAYETTEVILLE, ARKANSAS 72703
OFFICE 501/339-4437/506
FAX 501/339-4437/506

 Certificate of Authorization № 1534

DATE OF ISSUE	JH 9-5-2017	ADD. WORKING P.D.	G.C.	REMARKS
SUTUP & EXCAVED				T.C.

RENTON COUNTY, AR	- 14-423
Rental (per acre)	

SECTION 11, TOWNSHIP 10 NORTH, RANGE 31 WEST

PAGE 2 OF 2

There are no known methods on this site

Features

[illegible]

Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
1	13.50	250.00	22° 52' 48"	11.30	N 66° 57' 12" E
2	10.00	100.00	29° 00' 00"	8.19	N 70° 00' 00" E
3	10.00	100.00	29° 00' 00"	8.19	N 70° 00' 00" E
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94	10.00	100.00	29° 00' 00"	8.19	N 70° 00' 00" E
95	10.00	100.00	29° 00' 00"	8.19	N 70° 00' 00" E
96	10.00	100.00	29° 00' 00"	8.19	N 70° 00' 00" E
97	10.00	100.00	29° 00' 00"	8.19	N 70° 00' 00" E
98	10.00	100.00	29° 00' 00"	8.19	N 70° 00' 00" E
99	10.00	100.00	29° 00' 00"	8.19	N 70° 00' 00" E
100	10.00	100.00	29° 00' 00"	8.19	N 70° 00' 00" E

Site Information:		PGD = Planned Residential Development	
Percentage:			
Buildable Lots:	22		
Non-Buildable Lots:	1		
Total Lots:	23		

Line #	Length	Chart feature
1	10.00	100' 0" 0"
2	10.00	100' 0" 0"
3	10.00	100' 0" 0"
4	10.00	100' 0" 0"
5	10.00	100' 0" 0"
6	10.00	100' 0" 0"
7	10.00	100' 0" 0"
8	10.00	100' 0" 0"
9	10.00	100' 0" 0"
10	10.00	100' 0" 0"
11	10.00	100' 0" 0"

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A FINAL PLAT OF ARBOR LANE II
PHASE II TO THE CITY OF BENTONVILLE, ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the final plat of Arbor Lane II Phase II, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on April 3, 2018; and,

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

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

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

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

Section 1: That the final plat of Arbor Lane II Phase II to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2018.

APPROVED:

ATTEST:

MAYOR

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

April 10, 2018

Submitted by:

Jonathan Rogers

Department

Administration

Phone

271-5911

ACTION REQUIRED:

Requesting Council approval of a resolution authorizing the Mayor and Clerk to enter into a professional consultant services agreement with Daniel R. Houser, INC for Data Conversion, and Related Consulting Service in the amount of \$29,550.00. Conversion services are required to migrate / replace our current software to the Tyler – Munis for Financials, Purchasing – Inventory, Payroll, Human Resources, Utility Billing, and Work Orders. See attached memo and supporting documents.

COST TO CITY:

Cost of this Request: \$29,550

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





Memo

To: Mayor Bob McCaslin, Denise Land
From: Jonathan Rogers
RE: Data Conversion, and Related Consulting Services
Date: March 23, 2018

The Tyler Steering Committee is requesting approval of a contract with Daniel R. Houser, INC. for Data Conversion, and Related Consulting Services included in the 2018 budget.

The data conversion is required to move our legacy data from the Superion software to the new Tyler Munis Software. The contract also includes application-programming interfaces (APIs) to be utilized during the transition / installation of the new software.

Although we did not contract directly with Daniel R. Houser, INC, they were the program consultant on our successful Utility Billing On-line project. They are former employees of Superion, and are recommend by Tyler. The other Cities that have used Daniel R. Houser, INC services provided positive reviews. Switching software and platforms from AS400 to Window will presents unique challenges. With their knowledge and experience Daniel R. Houser, INC. role will be significance to success of the Tyler Project.

The contract with Daniel R. Houser, INC for data conversion and related Consulting services is \$29,550.00. The prices do not include any applicable taxes. This is a 2018-budgeted item.

City of Bentonville, AR

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 6th day of March, 2018, by and between the City of Bentonville, AR ("City") and Daniel R. Houser, Inc., a Corporation in the State of Florida ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional data extraction, cleansing, and review consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional data extraction, cleansing, and review consulting services to public clients, is licensed in the State of Arkansas, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional data extraction, cleansing, and review consulting services for the Data Conversion of the Sungard Financial Applications to Tyler Technologies Software, project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional data extraction, cleansing, and review consulting services necessary for the Project ("Services"). All work performed on this project will be completed at the Consultant's business location through online access. The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from March 6, 2018 to December 31, 2020, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control.

Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Daniel Houser, President and Carla Houser, Vice President.

3.2.5 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.6 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Arkansas. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein.

3.2.7 Insurance.

3.2.7.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.7.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and

no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

3.2.7.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(B) Professional Liability (Errors & Omissions):

3.2.7.3 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained herein are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. If the Consultant maintains higher limits than the minimums contained herein, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.7.4 Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

(A) The Retroactive Date must be shown and must be before the effective date of the Agreement or the beginning of work under this Agreement.

(B) Such insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of all services under this Agreement.

(C) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the effective date of the

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed Twenty Nine Thousand Five Hundred And Fifty Dollars (\$29,550.00) without written approval of the Board of Directors or General Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation Invoicing shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of

receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City. Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

3.4 General Provisions.

3.4.1 Termination of Agreement.

3.4.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.4.1.4 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:	Daniel R. Houser, Inc. Error! Reference source not found. Error! Reference source not found. Attn: Daniel Houser, President
City:	City of Bentonville 117 West Central Bentonville, AR 72712 Attn: Jonathan Rogers, IT Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48)

hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.4.2 Ownership of Materials and Confidentiality.

3.4.2.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.4.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.4.2.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the Arkansas Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.4.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.4.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.4.5 Indemnification.

3.4.5.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses.

3.4.5.2 Additional Indemnity Obligations. To the fullest extent permitted by law, Consultant shall defend, with counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.6.5.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.4.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.4.7 Governing Law. This Agreement shall be governed by the laws of the State of Arkansas. Venue shall be in Benton County.

3.4.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.4.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.4.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.4.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees,

hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.4.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.4.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.4.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.4.15 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.4.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.4.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.4.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.4.19 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions the Arkansas Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

3.4.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.4.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5 Subcontracting.

3.5.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

City of Bentonville

DANIEL R. HOUSER, INC.

By: _____
Jonathan Rogers
IT Manager

By: _____
Daniel Houser
President

ATTEST:

By: _____
Carla Houser
Vice President

By: _____

EXHIBIT "A"
SCOPE OF SERVICES

EXTRACTED FROM THE FINANCIAL PORTION OF THE CONVERSION ESTIMATE:

- Review of data to verify consistency of entries and potential clean up areas. The following is a sampling of the areas to be reviewed:
 - Payroll
 - Naming conventions
 - Purchase and Inventory data
 - Vendor information
 - Inventory Items
 - Commodity codes
 - Purchase order statuses
 - General Ledger
 - Project status and dates
 - Accounts Receivable data
 - Customer master naming conventions
 - Loan master data
 - Fixed Asset data
 - Item Master
 - Land Management data
 - All aspects of addresses
 - Extended address use
 - Work Orders
 - Work request/job order descriptions and usage
 - Work order history

As the conversion process progresses, there will be discovery and mapping sessions. We will be available to assist in these processes. For the mapping sessions, knowledge of the file structure of the current system is beneficial when mapping fields of data from Sungard into the proper area in Tyler.

In order to refresh the application data in the Tyler system:

- The extraction will occur after the nightly update. Having the transfer run over night will allow the transfer process to have the most system resources since users will not be on the system and at the same time the least impact on users. We will coordinate the backup processes and data extractions with you or the IT designee. Tyler uses a software package called Kiteworks. We cannot automate the data transfer. It has to be manually sent by city personnel or we can manually transfer the data for you.

Once the General Ledger application is live on Tyler, the other Sungard application transactions will need to be entered into the Tyler system. Rather than manual entry of the batches, we will generate an export file that can be imported into Tyler.

- Provide an interface to export posted G/L transactions to Tyler.
 - The export will be daily.
 - A menu option will be provided to allow users to control when the data is exported.

A back up file with date/time stamp will be maintained
Tyler requires the exported file name format to be static
One large file is acceptable since it will have the tran type of AJ, CR, etc.
Tyler will provide the export file format.
As applications go live, the export will include the additional applications.

- Provide an export file of the new budget year figures.
If the conversion takes place during the time the new budget year accounting entries are made in Sungard, the entries will be captured and written to an export file to be brought into Tyler.
This will alleviate duplicating the entries from Sungard to Tyler/ Munis.
- Provide an export file of the work order asset history
Work order transactions impacting assets will be exported with the necessary data to generate the transactions in the Tyler system.
Tyler will provide the export file format.

The parameters of the data extraction process itself will be discussed between the City of Bentonville personnel and DRH, Inc. Factors to be determined include, but are not limited to, the extent of the historical data to be retained, file structure, destination of the output files and management of the refresh process.

EXTRACTED FROM THE UTILITIES PORTION OF THE CONVERSION ESTIMATE:

The data conversion of the Customer Information System from Sungard to Tyler Utility Billing has several areas to be reviewed. I will review the data to familiarize myself with the services to be converted, the type of rates used, the type of deposits that may be maintained and a general idea of the volume of data involved.

- Customer, account and address information will be reviewed to identify potential clean up issues which will help the conversion process move more smoothly. Consistency in naming conventions of customer name and addresses smooth the flow of data into the target system.
- Land Management addresses should already have been addressed during the financial review for the General Billing conversion.
- Work order data should have been addressed during the financial review for the Asset inventory maintenance conversion.
- Dan will write the extract programs and set up the data transfer. We will work with Tyler personnel to identify the files to be included in the transfer. Generally speaking, there are approximately 85 data files to work with.
 - If system resources allow, the data files that are transferred will be saved off to a 'conversion' library so that any changes, i.e. new accounts, billing, payments, do not impact the files.
- Queries will be written for balancing. We will work with city and Tyler personnel as to what data is to be validated. The areas to balance will be defined in the data mapping workshops. Typically, we will be verifying the number of active accounts, the number of active services, meters, customers by class, how many and how much are deposits on hand, how much is in open receivables, account balances, etc.

EXHIBIT "B"
COMPENSATION

The following table provides a breakdown of cost by application and task. The hourly rate is \$150.00 per hour. Any work requests outside the scope of this project will be treated as a separate job and price quote.

The following table identifies the segments of the Financial conversion process, the time estimated for each segment and the cost associated with it.

Task	Hours	Number of times	Cost
Financial system overview, queries for potential clean up areas	4	1	600.00
Write extraction programs & transfer process	10	1	1,500.00
Programming & testing for data restrictions, financials	8	1	1,200.00
Extraction, transfer, balancing reports & discussions	4	8	4,800.00
Programming for G/L export Interface	8	1	1,200.00
Programming & testing for Fixed Asset data to import file format	8	1	1,200.00
Programming for work order cost data export interface	8	1	1,200.00
Export of budget year data	5	1	750.00
Review, queries, clean up of financial applications	16	1	2,400.00
Discovery, mapping, data validation discussions	12	1	1,800.00
Total			16,650.00

The following table identifies the segments of the Utility conversion process, the time estimated for each segment and the cost associated with it.

Task	Hours	Number of times	Cost
System Overview	4	1	600.00
Write extraction programs, transfer process	10	1	1,500.00
Programming for data restrictions	8	1	1,200.00
Extraction, transfer, balancing reports & discussions	6	5	4,500.00
Review, queries, clean up CX	18	1	2,700.00
Discovery, mapping, data validation discussions for CX	16	1	2,400.00
Total cost			12,900.00

Invoicing will be one third at inception of job; the next third will be invoiced in January 2019. The last third will be invoiced upon the last draw of data.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO A PROFESSIONAL SERVICES
AGREEMENT WITH DANIEL R. HOUSER INC. FOR
DATA CONVERSION AND RELATED SERVICES.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into a professional services agreement with Daniel R. Houser, Inc. for data conversion and related services associated with the software conversion project, in the amount of \$29,550.00 as 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			
X	Bid Award	Bid #	IFB-18-007
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

April 10, 2018

Submitted by:

Nancy Busen

Department

Wastewater

Phone

271-3161

ACTION REQUIRED:

Wastewater Department requests City Council approval of a bid award #IFB-18-007 to the second lowest bidder, Seven Valleys Concrete in the amount of \$431,200.00. The low bidder was not selected based on previous experience and inadequate and negative references, which they supplied. \$ 300,000.00 was budgeted for this project. Cost adjustment will be met in the following manner: From account #050 3030 4380 7410 the following will not be purchased; 100HP blower, \$15,000.00; Seepex polymer pump, \$ 7,000.00; Sludge pump for belt press, \$ 7,200.00; Upgrades to (Engineering & Specs) Woods Creek Lift Station, \$105,000.00, for an adjustment of \$134,200.00 and a budget total of \$434,200.00.

COST TO CITY:

Cost of this Request: \$431,200

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

Previously Budgeted	\$	434,200
Funds Expended to Date		
Remaining Budget		434,200
Budget Adjustment		-
Remaining After Adjustment	\$	434,200

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

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



PLEASE RECYCLE



Memo



To: Mayor McCaslin
CC: Mike Bender
From: Nancy Busen, Wastewater Utilities
Date: March 30, 2018
Re: Request Bid Award to Second Lowest Bidder

Wastewater Department requests City Council and the Mayor award Bid # IFB-18-007 to the second lowest bid of \$431,200.00 by Seven Valleys Concrete.

The low bidder was not selected based on previous experience and inadequate and negative references which they supplied.

\$ 300,000.00 was budgeted for this project. Cost adjustment will be met in the following manner:

From account #050 3030 4380 7410 the following will not be purchased and the amount reserved will move to the Clarifier Drive Gear, Sweep Arm, Center Ring and Bridge Replacement. 100HP blower, \$15,000.00; Seepex polymer pump, \$ 7,000.00;

Sludge pump for belt press, \$ 7,200.00;

Upgrades to (Engineering & Specs) Woods Creek Lift Station, \$105,000.00, for an adjustment of \$134,200.00 and a budget total of \$434,200.00.

Thank you,

Nancy Busen



Bentonville Wastewater Utilities

March 30, 2018

Justification for Denial of Low Bid

Crow Paving, the low bidder on project # IFB-18-007 submitted the following three references.

1. Bentonville Wastewater Utilities
2. Conway Corporation
3. Central Arkansas Water

1. Bentonville Wastewater Utilities Reference

Information received from Operations Supervisor, Chris Earl and council documents.

June 2016 Project Wastewater Clarifier #1 Concrete Floor Repair

Crow Paving was the low bid for Final Clarifier #1 improvements in 2016. The original bid was for \$138,850.00, very much lower in comparison to the next bid, much as in this bid process. When the project was complete, Crow had increased the project cost for 'unforeseen circumstances' such as, rebar removal of \$3,994.11; unforeseen concrete repair for \$21,027.07; and raised the crack injection cost from the original quote of \$9,750.00 to \$32,045.00 for a total change order of \$47,316.18.

Other issues with the project were:

- Chris Earl stated during the pre-construction meeting that Bentonville City and Wastewater Safety Policies must be followed on city projects and property. After the first week, the construction supervisor would not conform to the confined space policy that was discussed in the pre-con meeting.
- Crow Paving's supervisor wanted an office provided in the city building to do his paperwork.
- Crow used subcontractors to do the majority of the work; the subcontractors used a temporary agency. The subcontractor would pull some of the temporary help off the job to go to another work site, leaving very few employees to work on the project.

- Workers were often late; at one point, all but one laborer called in sick on Friday. The work was sub-par and communication difficult due to a language barrier.
- It was necessary to make repeated calls after construction was completed to get Crow to remove their equipment and clean the construction area.

2. Conway Corporation Reference

Chris Earl spoke by phone with Bret McDaniel of Conway Corporation. He stated that Crow Paving had worked for them. They requested several thousand dollars more than the bid price but Conway refused to pay more than the bid amount.

3. Central Arkansas Water Reference

Chris Earl spoke with a representative of Central Arkansas Water on March 22, 2018. Crow Paving was just beginning construction and they has not been on site long enough for comment. This is not a legitimate reference.

In conclusion:

We request the right to reject the low bid in this instance, due to prior experience with this company and information from others indicating a pattern of underbidding and requesting increases after receiving the bid.

The second lowest bidder, Seven Valleys Concrete, has proven to be a reliable contractor for the city in the past. They work within the city safety policy and have provided quality work at the price quoted.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

April 10, 2018

Submitted by:

Preston Newbill

Department

Sewer

Phone

271-3142

ACTION REQUIRED:

Request City Council approval to award the bid for a new dump truck to MHC Kenworth in the amount of \$106,965.57 plus tax. This is a 2018 budgeted item.

COST TO CITY:

Cost of this Request: \$106,966

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	120,000
Funds Expended to Date		
Remaining Budget		120,000
Budget Adjustment		-
Remaining After Adjustment	\$	120,000

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



M E M O R A N D U M

DATE: March 29, 2018

TO: **City Council, Mayor McCaslin**

FROM: Preston Newbill, Water Utilities Manager

RE: **Bid award for Kenworth Dump truck**

The Water Utilities Department request Council to award the bid for a dump truck to MHC Kenworth in the amount of \$106,965.57 plus tax. This new dump truck is replacing an existing dump truck and is a 2018 budgeted item in the amount of \$120,000.



OZARK KENWORTH, INC. ("Dealer")

doing business as: MHC KENWORTH/VOLVO - SPRINGDALE

NEW TRUCK ORDER

SPRINGDALE, AR 72762
4720 WEST SUNSET AVENUE
1-479-756-1200

PURCHASER		ADDRESS					
City of Bentonville		117 W Central Ave					
BUSINESS PHONE	OTHER PHONE	CITY	STATE	ZIP CODE	COUNTY	DATE	
479-271-5985	479-271-5913	Bentonville	AR	72712-6256	BENTON	03/19/2018	
QUANTITY	YEAR	MAKE	MODEL	BODY TYPE	SALESPERSON		
1	2019	KW	T370 6X4		BRYAN WHITE		
STOCK NUMBER	COLOR	TO BE DELIVERED ON OR ABOUT			FINANCIAL SOURCE		
		02/23/2018			Cash		
SERIAL NUMBERS							
PRICE OF VEHICLE(s) W/O FET.						\$106,965.57	
2019 KENWORTH T370 14' CROWN ELEIPTICAL DUMP BED CITY OF BENTONVILLE NJPA # 93163 KENWORTH CONTRACT # 081716-KTC Model: T370 6x4 Auto trans List price of chassis = \$ 143,516.00 NJPA discount for model = 37.7% or factor .623 (See NJPA discount page) NJPA price for chassis = \$ 89,410.47 NJPA Price for Dump Body = \$ 17,555.10 (Bryan is at 2.5% markup and the NJPA contract is a maximum of 5%) Total price: \$ 106,965.57 (MHC Kenworth, Bryan White Quote)							

TRADE TERMS AGREEMENT APPLICABLE ☐ YES ☒ NO

NOTE: If vehicle(s) are not funded within 15 days of truck receipt date at the dealer, customer will be charged a per diem amount per unit until units are fully funded. Customer has 60 days from delivery date of the truck to return and have any add-ons listed on the sales order completed.

DESCRIPTION OF TRADE-IN OR TRADE ATTACHMENT			ADD F.E.T.
YEAR	MAKE	MODEL	SUBTOTAL
			\$106,965.57
SERIAL NUMBER			BUSINESS TAX
			SALES TAX
BALANCE OWED TO			LOCAL TAX
			REGISTRATION FEES
			TOTAL DELIVERED PRICE
			\$106,965.57
			LESS: TRADE-IN ALLOWANCE
			LESS: BALANCE OWED ON TRADE-IN
			TRADE-IN EQUITY
			LESS: CASH DEPOSIT SUBMITTED WITH ORDER
PURCHASER'S CERTIFICATION			CASH DUE ON DELIVERY (Includes above Taxes, but may not be inclusive of all Applicable Taxes)
Purchaser and the person signing this Order on behalf of Purchaser hereby certify that:			UNPAID BALANCE (Amount to be Separately Financed by Purchaser) Due in Cash on Delivery
1. Purchaser and the person signing this Order on behalf of Purchaser have carefully reviewed the terms and conditions printed on the front and reverse side hereof, and agree to be bound thereby. The terms and conditions printed on the front and reverse side hereof represent the entire and integrated agreement between the parties relating to the purchase and sale of the Vehicle and cancels and supersedes prior negotiations, representations or agreements, either written or oral.			\$106,965.57
2. Purchaser and the person signing this Order on behalf of Purchaser have Carefully reviewed this Order and fully understand that the Vehicle listed above will be equipped only with the optional equipment specifically listed on the face of this Order plus all standard equipment as designated by the manufacturer at the time of delivery.			
3. The person signing this Order on behalf of Purchaser is of legal age to execute binding contracts in this State. The person signing this Order on behalf of Purchaser has the authority and has been duly authorized to sign this Order on behalf of the Purchaser.			
			READ ALL PAGES OF THIS ORDER
			THE TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS ORDER.
			THIS ORDER IS NOT VALID UNLESS SIGNED BY AND ACCEPTED BY AN AUTHORIZED MANAGER OF DEALER.
			THE PRICE OF THIS VEHICLE DOES NOT INCLUDE ANY APPLICABLE TAXES, WHICH ARE THE RESPONSIBILITY OF PURCHASER AS SET FORTH ON ALL PAGES HEREOF.
			ANY TAXES DISPLAYED ON THIS TRUCK ORDER ARE ESTIMATED. ACTUAL TAXES, AS APPLICABLE, WILL BE INVOICED TO THE PURCHASER AT THE PREVAILING TAX RATES AVAILABLE AT TIME OF VEHICLE INVOICE.

THIS ORDER CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES
TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS ORDER

SIGNED (AUTHORIZED REPRESENTATIVE OF PURCHASER) :	DATE	AC	DATE
			3/19/18

(27-41505-55112)

TRCK-SALE-WI-4.3-02-A (REV 05/13)

Customer Initials

MHCUDI795000

This Truck Order ("Order"), including the front of this Order and these terms and conditions, constitutes a contract for the purchase of the vehicle(s) or chassis ("Vehicle") listed and described on the front side hereof, between dealer identified on the front side hereof ("Dealer"), and the purchaser identified on the front side hereof ("Purchaser"). This Order is binding upon Dealer and Purchaser upon each party's execution on the front side hereof.

1. PRICE REVISION: The manufacturer of any new Vehicle ordered hereunder by Purchaser may change the price to dealer of such Vehicle after the date of this Order. In the event of any such price change, prior to the delivery of any new vehicle to Purchaser, the Dealer shall have the right to change the price of the Vehicle described on the front side hereof by providing notice of such change to Purchaser. If Purchaser does not agree to pay the changed price of the Vehicle, Purchaser shall cancel this Order by providing Dealer with written notice of such cancellation within two (2) days of notice from Dealer of the change in the price of the Vehicle. If Purchaser fails to timely provide Dealer with such written notice, Purchaser shall be bound to pay the changed cash price of the Vehicle. In the event Purchaser cancels this Order pursuant to this Paragraph 1 and has traded a used vehicle as part of the consideration for a new Vehicle purchased by Purchaser, such traded-in vehicle shall be returned to Purchaser upon payment of a reasonable charge for storage and repairs (if any) or, if such traded-in vehicle has been previously sold by Dealer, the amount received therefore less a selling commission of 15% and any expense for storing, insuring, conditioning, or advertising such vehicle for sale shall be returned to Purchaser.

2. DEALER NOT AGENT OF MANUFACTURER: It is understood that there is no relationship of principal and agent between the Dealer and the manufacturer of the Vehicle and that the Dealer is not authorized to act, or attempt to act, or represent itself, directly or by implication, as agent of the manufacturer, or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the manufacturer. It is further understood that neither Dealer nor anyone acting on its behalf has made, or adopted from the manufacturer, any guarantee, representation or warranty regarding the residual, trade-in, repurchase or buyback value of the Vehicle (a "Repurchase Obligation"), and that any Repurchase Obligation is the sole and exclusive responsibility of the manufacturer. Purchaser hereby acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any Repurchase Obligation.

3. DISCLAIMER OF WARRANTY: General: References to a "new Vehicle" herein shall mean a motor vehicle that has not been previously registered in any state of the United States of America. References to a "used Vehicle" herein shall mean a motor vehicle which has been previously registered or which should have been registered in a state of the United States of America. **PURCHASER HEREBY ACKNOWLEDGES THAT DEALER NOR ANYONE ACTING ON ITS BEHALF HAS MADE ANY AFFIRMATION OF FACT, REPRESENTATION OR PROMISE RELATING TO THE VEHICLE THAT HAS BECOME A BASIS OF THIS TRANSACTION OR WHICH CREATES AN EXPRESS WARRANTY. NO SAMPLE OR MODEL HAS BECOME A BASIS OF THIS TRANSACTION OR WHICH CREATES AN EXPRESS WARRANTY. TO THE FULLEST EXTENT PERMITTED BY LAW, DEALER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, AND THOSE ARISING OUT OF COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE OR ANY OTHER IMPLIED WARRANTY WITH RESPECT TO THE VEHICLE.**

New Vehicles: There are NO WARRANTIES, express or implied, made by Dealer or the manufacturer, on any new vehicle described on the front of this Order, except for the manufacturer's warranty applicable to such new Vehicle contained in the separate manufacturer's warranty which will be furnished to Purchaser upon delivery of the new vehicle. Such separate manufacturer's warranty shall be expressly IN LIEU OF any other express or implied warranty, condition or guarantee on the new Vehicle or any part thereof. Purchaser hereby acknowledges and agrees that Dealer has not in any manner adopted the manufacturer's warranty as a warranty of the Dealer and Purchaser acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any obligation under the manufacturer's warranty. Used Vehicles: Dealer sells any used vehicle AS IS with all faults and defects, and the Dealer disclaims all warranties with respect to the Dealer in connection with the sale of any used Vehicle. If the Purchaser is assigned the remaining term of any manufacturer's warranty, Purchaser hereby acknowledges, agrees, represents and warrants that Dealer has not in any manner adopted the manufacturer's warranty as a warranty of Dealer, and Purchaser acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any obligation under the manufacturer's warranty. As between Purchaser and Dealer, the entire risk as to the quality and performance of any used Vehicle is assumed by Purchaser. As between Purchaser and Dealer, the Purchaser assumes the entire cost of service and repair and loss with respect to any used Vehicle found to be defective.

4. LIMITATION OF LIABILITY: DEALER WILL NOT BE LIABLE TO PURCHASER OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST USE, LOST PROFITS, LOST SAVINGS OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE OR FOR CLAIMS MADE BY A THIRD PARTY. IN NO EVENT SHALL DEALER'S TOTAL AGGREGATE LIABILITY TO PURCHASER OR ANY OTHER PARTY RELATING TO OR RESULTING FROM THE SALE, LICENSE OR USE OF A VEHICLE SUBJECT TO THIS ORDER OR THESE TERMS AND CONDITIONS EXCEED THE PURCHASE PRICE PAID FOR SUCH VEHICLE. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY AND WHETHER THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM, OR A FUNDAMENTAL BREACH. THESE LIMITATIONS APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

5. TRADE-IN VEHICLE: If a vehicle has been traded in as a part of the consideration for the Vehicle ordered by Purchaser hereunder and such traded-in vehicle is not delivered to Dealer until delivery to Purchaser of the Vehicle, such traded-in vehicle shall be reappraised as directed by Dealer and such reappraisal value shall determine the allowance made for such vehicle. If such reappraised value is lower than the original allowance therefore shown on the face of this Order, Purchaser may, cancel this Order by providing Dealer with written notice of such cancellation within two (2) days after the reappraisal or prior to delivery of the Vehicle ordered hereunder to Purchaser whichever is earlier. If Purchaser fails to timely provide said written notice of such cancellation, Purchaser shall be bound to the amount of the reappraisal and shall pay the changed cash portion of the price of the Vehicle. The condition of any trade-in vehicle shall strictly comply with and Purchaser shall strictly comply with any Trade/Purchase Terms and Conditions Agreement signed by Purchaser ("Trade Terms Agreement"). If the condition of any trade-in vehicle is not strictly in compliance with, or if Purchaser has not strictly complied with the Trade Terms Agreement, Dealer shall not be obligated to accept the trade-in vehicle and the allowance shown on the front side hereof shall be deleted and Purchaser shall not be entitled to such allowance and Purchaser shall pay the amount of the deleted allowance to Dealer in cash upon delivery of the Vehicle.

6. PURCHASER'S REPRESENTATIONS AND WARRANTIES: Purchaser hereby represents and warrants that: (a) the trade-in vehicle shall be delivered free and clear from any security interest or other lien or encumbrance of any third person (except as otherwise noted on the title and agreed to in writing by Dealer at the time of the execution of this Order); (b) Purchaser shall promptly deliver to Dealer a valid certificate of title to the trade-in vehicle; (c) Purchaser has full power, right and lawful authority to dispose of the trade-in

vehicle; (d) the trade-in vehicle does not have a cracked or defective head, block, power train, or frame (including supportive portion of the anybody); (e) the engine and transmission have not been changed from the manufacturer's original equipment specifications; and (f) while owned by Purchaser, the odometer of the trade-in vehicle has not been replaced, tampered with or otherwise altered in any way and Purchaser has no reason to believe the trade-in vehicle's current odometer reading, as represented on the front side hereof, does not reflect its actual mileage. Purchaser further represents and warrants that Purchaser will use the Vehicle exclusively for a commercial use.

7. FAILURE OR REFUSAL TO ACCEPT DELIVERY: Except as provided in Paragraphs 1 and 5 of this Order, Purchaser may not cancel this Order. In the event that Purchaser fails or refuses to complete the purchase of the Vehicle, Purchaser shall pay Dealer, as liquidated damages and not as a penalty, the cash deposit set forth on the front of this Order ("Liquidated Damages"). Dealer may apply any cash deposit made by Purchaser towards the Liquidated Damages. Further, in the event Purchaser has delivered to Dealer a trade-in vehicle as part of the consideration for the Vehicle, Dealer is authorized to sell such trade-in vehicle and Dealer may retain the proceeds thereof to satisfy the Liquidated Damages. Purchaser acknowledges that the Liquidated Damages are reasonable in light of the anticipated or actual harm caused by Purchaser's failure to complete the purchase. Purchaser further acknowledges that the Liquidated Damages do not constitute a penalty, but instead represent the parties' best estimate of the resulting damages that the precise damages of Dealer are difficult to calculate.

8. TAXES: Unless otherwise agreed to in a writing signed by Purchaser and Dealer, Purchaser shall be solely responsible for the payment of all sales, use, consumer and other taxes arising out of this Order mandated by any applicable federal, state and local laws, codes, ordinances, rules and regulations, whether currently in effect, scheduled to go in effect, or subsequently enacted, including but not limited to, any increases in such taxes taking effect after the date of this Order. Purchaser shall be solely responsible for the cost and fees for all licenses, registrations and titles associated with the sale of the Vehicle.

9. FAILURE OR DELAY OF DELIVERY; FORCE MAJEURE: Dealer shall not be liable for failure to deliver or delay in delivery of the Vehicle where such failure to deliver or delay is due, in whole or in part, to any cause other than the gross negligence of Dealer. Further, Dealer will not have any liability for any breach caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war, terrorist act or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond the reasonable control of Dealer.

10. NOTICES: It shall be a condition precedent to any liability of Dealer, whether in contract, tort, or otherwise, arising out of this Order or any other dealings between the parties that Purchaser provide written notice to Dealer of any claim, controversy, or alleged breach of this Order within ten (10) days of the event or occurrence giving rise to such claim, controversy or alleged breach and that Purchaser provide Dealer within a reasonable opportunity to cure the problems or issues giving rise to such claim, controversy or alleged breach of this Order. Notwithstanding the foregoing, Purchaser must provide Dealer with notice of any claim, controversy, or alleged breach of this Order and demand for arbitration within twelve months of discovery or accrual of the same, whichever occurs first. It is understood and agreed by the parties that the foregoing provision is both a condition precedent to the right to take such action, and a contractual modification to the statute of limitations for all actions, whether in contract, tort or otherwise, and failure to comply with this condition precedent and contractual statute of limitations shall be an absolute bar to recovery for any problems, issues, rights, claims or causes of action not specifically pled within the twelve month period. Whenever this Order requires that notice be provided to the other party, notice shall be deemed to have been validly given (i) if delivered in person to the party entitled to receive such notice, (ii) two (2) days after being sent by registered or certified mail, postage prepaid to the address indicated on the front side of this Order, or (iii) one (1) day after being sent via overnight mail through a respectable overnight delivery company.

11. ARBITRATION: Any controversy or claim arising out of or relating to this Order shall be decided by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, subject to the limitations and restrictions set forth in this Paragraph 11. A demand for arbitration shall be made within a reasonable time after a controversy or claim has arisen and in no event shall be made after the date when institution of legal or equitable proceedings based upon such claim or controversy would be barred by the applicable statute of limitations, subject to the restriction set forth in Paragraph 10. The arbitrator(s) shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages. The parties acknowledge and agree that this Order evidences a transaction involving interstate commerce. Accordingly, the United States Arbitration Act (Title 9 of the United States Code) shall govern the interpretation, enforcement and proceedings pursuant to the arbitration provisions of this Order. The place of arbitration shall be the American Arbitration Association's office closest to the location of Dealer designated on the front side hereof. The parties shall be entitled to discover all documents and information reasonably necessary for a full understanding of any relevant issue raised in the arbitration. Regardless of any term or provision herein to the contrary, claims for contribution or indemnity filed by a party in any lawsuit or action filed or asserted by a third party on account of personal injury or death of any person or damage to property shall not be subject to the terms and provisions of this Paragraph 11. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

12. EXPENSES AND COSTS: Should Dealer be required to institute any action, including any arbitration proceeding, to enforce any of its rights set forth in this Order, then Dealer shall be entitled to reimbursement from Purchaser for all expenses, including but not limited to, reasonable attorneys' and experts' fees, and costs incurred by Dealer in connection with such action. In the event Purchaser institutes any action, including any arbitration proceeding, against Dealer and in the further event Dealer prevails in such action, Purchaser shall pay Dealer the amount of all expenses, including but not limited to reasonable attorneys' and experts' fees, and costs incurred by Dealer in connection with such action.

13. MISCELLANEOUS: This Order may not be changed, altered or amended in any way except in writing signed by a corporate officer or authorized manager of Dealer and an agent of Purchaser. Purchaser acknowledges and agrees that Purchaser has had an adequate opportunity to review and revise this Order and the Order shall not be construed against or in favor of Purchaser or Dealer. No waiver by either party of a breach or default hereunder will be deemed a waiver by such party of a subsequent breach or default of a like or similar nature. No waiver of any of these terms and conditions or any of the terms and conditions will be effective against Dealer unless it is in writing signed by a corporate officer or authorized manager of Dealer. No course of dealing or performance, usage of trade or failure to enforce any term or condition will be used to modify this Order. If any of these terms or conditions is unenforceable, such term or condition will be limited only to the extent necessary to make it enforceable, and all other terms and conditions will remain in full force and effect. This Order is deemed to have been entered into in the state of the location of Dealer designated on the front side hereof and will be governed by the laws of the state of the location of Dealer designated on the front side hereof, without giving effect to the choice of laws provisions thereof. The remedies expressly provided for in these conditions will be in addition to any other remedies that Dealer may have under the Uniform Commercial Code or other applicable law. Purchaser may not assign this Order without the prior written consent of Dealer. These terms and conditions are for the exclusive benefit of Dealer and Purchaser and no other person will have rights hereunder.



MHC Kenworth O996
4720 West Sunset Avenue

CITY OF BENTONVILLE
117 West Central

Springdale, Arkansas United States 72762
Phone: (479) 756-1200
Fax: (479) 756-1202
Email:

BENTONVILLE, Arkansas United States 72712
Phone: (479) 271-5985
Fax:
Contact Email:
Prepared for: PRESTON NEWBILL

Vehicle Summary

Unit		Chassis	
Model:	T370 SERIES	Fr Axle Load (lbs):	14600
	CONVENTIONAL	Rr Axle Load (lbs)	40000
Type:	FULL TRUCK	G.C.W. (lbs):	54601
Description:	2019 DUMP TRUCK	Road Conditions:	
Application		Class A (Highway)	85
Intended Serv.:	Construction. Vehicles	Class B (Hwy/Mtn)	10
	used in the construction	Class C (Off-Hwy)	05
Commodity:	Gravel/crushed rock/sand	Class D (Off-Road)	00
Body		Maximum Grade:	6
Type:	End dump	Wheelbase (in):	186
Length (ft):	14.0	Overhang (in):	71
Height (ft):	12.0	Fr Axle to BOC (in):	68
Max Laden Weight (lbs):	4000	Cab to Axle (in):	118
Trailer		Cab to EOF (in):	189
No. of Trailer Axles:	0	Overall Comb. Length (in):	298
Type:		Special Req.	
Length (ft):	0.0	U.S. Domestic Registry, 50-State	
Height (ft):	0.0		
Kingpin Inset (in):	0		
Corner Radius (in):	0		
Restrictions			
Length (ft):	120		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.

	Ask your dealer for a quote today, or visit our website @ www.paccarfinancial.com .
	PACCAR Financial offers innovative finance, lease and insurance programs customized to meet your needs.

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed: 3/19/2018 1:46:39 PM
Effective Date: Jul 1, 2017
Prepared by: ID: bryanwhite

Complete

Model Number: T370 SERIES CONVENTIONAL
Quote/DTPO/CO: Q72699513
Version Number: 40.30



MHC Kenworth 0996
4720 West Sunset Avenue

CITY OF BENTONVILLE
117 West Central

Springdale, Arkansas United States 72762
Phone: (479) 756-1200
Fax: (479) 756-1202
Email:

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Prepared for: PRESTON NEWBILL

Data	Code	Description	Weight
Model			
0000370	O	T370 SERIES CONVENTIONAL Electric Door locks LH/RH; Ignition & doors keyed alike; Single electric horn; Single-piece windshield; Electric windshield wipers, 2-speed plus intermittent; Electric windshield washers; Steering wheel 18in. 4-spoke; Glovebox door with locking latch; Dash-mounted cruise control with switches; Turn signal switch with column-mounted dimmer; Standard dash panels include gray w/ burl wood accents; Slate Gray interior primary color; Dark Slate Gray seat color; Floor mat; Inside sunvisor, LH/RH; Door courtesy lights; Under-dash center console with 1 cup holder, 1 ashtray & 1 lighter.	9,642
0070006	O	T370 Class 7: medium-duty Conventional.	0
0080050	O	CARB Idle Emissions Reduction Feature for PX-7 and PX-9	0
0090017	O	Medium-duty 6x4 automatic.	0
0091042	O	Gravel/crushed rock/sand	0
0093130	O	Construction. Vehicles used in the construction industry, other than those listed above. Use typically involves operating on the jobsite, to pick up or deliver construction materials, or to position the vehicle for its intended use at the construction site. Includes such activities as delivery of precast concrete, concrete pumpers, flatbeds or roll-offs for delivery of construction materials or equipment, etc. Typically includes some operation off of paved roads. Road usage: any combination, which includes some Class C.	0
0095010	O	End dump	0
0098025	O	U.S. Domestic Registry, 50-State	0

Engine & Equipment

0129532	O	PACCAR PX-9 330 2017 330@2000 320@2200 1000@1400 Includes turbo exhaust brake, no code is used. Diagnostic Plug for data link, Oil Cooler, Aluminum Flywheel Housing. N09200 N205 120...Standard Maximum Speed Limit [LSL] N09220 N207 0...Expiration Distance N09240 P09 120...Hard Maximum Speed Limit N09260 P14 64...Maximum Accelerator Pedal Vehicle Speed N09280 P16 0...Accelerator Lower Droop N09300 P19 64...Maximum Cruise Speed N09320 C143 0...Cruise Control Lower Droop N09360 N203 252...Reserve Speed Function Reset Distance N09380 N202 0...Maximum Cycle Distance	555
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Prepared by: ID: bryanwhite

Complete

Model Number: T370 SERIES CONVENTIONAL
Quote/DTPO/CO: Q72699513
Version Number: 40.30

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Data	Code	Description	Weight
		N09400 N206 10...Maximum Active Distance	
		N09420 N201 0...Reserve Speed Limit Offset	
		N09440 P11 YES...Engine Protection Shutdown	
		N09460 P06 NO...Gear Down Protection	
		N09480 P26 1400.Max PTO Speed	
		N09500 P02 NO...Cruise Control Auto Resume	
		N09520 P04 NO...Auto Engine Brake in Cruise	
		N09540 N209 0...Expiration Distance	
		N09560 P520 YES...Enable Idle Shutdown Park Brake Set	
		N09580 P32 5...Timer Setting	
		N09600 P233 YES...Enable Impending Shutdown Warning	
		N09620 P234 60...Timer For Impending Shutdown Warning	
		N09640 P516 35...Engine Load Threshold	
		N09680 P33 NO...Idle Shutdown Manual Override	
		N09720 P230 YES...Enable Hot Ambient Automatic Override	
		N09740 P46 40...Low Ambient Temperature Threshold	
		N09760 P56 60...Intermediate Ambient Temperature Threshold	
		N09780 P47 80...High Ambient Temperature Threshold	
1000153	O	Prospector Version 41.0 Replaces 40.3	0
1000684	O	Effective VSL Setting NA	0
1000858	O	Engine Idle Shutdown Timer Disabled	0
1000859	O	Enable EIST Ambient Temp Override	0
1000891	O	Eff EIST NA Expiration Miles Use only with MX and Cummins engines	0
1002060	S	Air compressor: Cummins 18.7 CFM For Cummins And PACCAR PX engines.	0
1031130	S	Air Cleaner: Dry-type firewall mounted w/filter restriction indicator.	0
1098005	O	Filter minder air restriction indicator mounted on air cleaner replacing standard pop-up indicator.	0
1105230	O	Fan Hub: Horton 2-Speed for ISL9, ISL-G, PX-8 or PX-9	0
1121200	S	Cooling module: 1000 square inches T170/T270/T370/T470. Includes metal surge tank on T170/T270/T370.	0
1247194	O	Exhaust:2017 EPA RH Under Cab DPF/SCR For PX-9 w/ Single Vertical RH Side of Cab Tailpipe.	215
1290124	O	Tailpipe: 5 in. single 24 in. 45 degree curved.	-2
1321145	O	Fuel Filter:Fleetguard FS1003 Fuel/Water Separator for PX-9	0
1321200	O	Run Aid:None *For Fuel Filter	0
1321305	O	Start Aid:12V Heat *For Fuel Filter	1
1504006	O	Block heater, PACCAR 1750 watt 120V for PX-6 and PX-7, 1000 watt for PX-8 and PX-9 or ISL9 engines .	2

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Data	Code	Description	Weight
1816260	S	Alternator: PACCAR 160 amp, brush type	0
1821220	S	Batteries: 2 PACCAR GP31 threaded post (700-730) 1400-1460 CCA dual purpose.	0
1836100	S	Starter: PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0
1900996	O	Jump start terminals under hood.	0
Transmission & Clutch			
2011205	O	Transmission: Allison 3000RDS 6-speed w/PTO drive gear. 5th Gen controls. Includes heat exchanger & oil level sensor. Rugged Duty Series for vocational applications. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions. Requires a push button shift control code. Oil temperature gauge is standard on class 8 models.	291
2401405	O	Driveline: 2 Dana standard-duty; 1 centerbearing. *Standard duty is 1710 series.	77
2406005	O	45 degree yokes on interaxle drivelines.	11
2409916	O	One bolted centerbearing crossmember. This option upgrades an existing crossmember. The cost does not include the centerbearing and bracket. Crossmember location will be in accordance with Kenworth engineering standards, using the major components specified on the DTPO.	11
2410018	O	Torque converter included w/Allison Transmission.	0
2410204	O	Delete Allison FuelSense	0
2410244	O	J1939 Park Brake Auto Neutral	0
2429358	O	Rear transmission support springs for transmission PTO applications are required to ensure that engine flywheel housings are not overloaded when transmission PTO's are installed.	0
Front Axle & Equipment			
2503463	O	Dana Spicer E-1462I Front Axle rated 14.6K 3-1/2in. drop.	30
2603006	S	Front brakes included w/ front hub package.	0
2701000	S	Air Brake: 14,600 lb. package includes Bendix 16-1/2 x5 brakes, cast drums, aluminum 10-bolt hub pilot LMS hubs, hubcaps, oil seals & automatic slack adjusters. For use w/ 22-1/2in. wheels.	0
2864022	O	Front Springs: Taperleaf 14.6K w/ shock absorbers for use on 2010+ chassis only.	80
2895091	O	Single power steering gear: 14.6K.	9

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Data	Code	Description	Weight
Rear Axle & Equipment			
3124404	O	Dual Dana Spicer DSP41P rear axle rated at 40K. (DSP40P w/ heavy-wall housing) w/ 11mm housing and 1.88in. shaft diameter. Includes pump. Tandem rear axles.	2,144
3200557	O	Rear Axle Ratio - 5.57.	0
3300002	O	Dual rear brakes included w/rear hub package.	0
3401002	O	Dual 46K Air Brake package includes 16-1/2x7 in. brakes, cast drums, aluminum 10-bolt hub pilot hubs, slack adjusters and oil seals for use w/ 22.5 in. wheels.	0
3485207	O	Spring Brake: 3030 long stroke dual 30 square inches travel; replaces standard 2-1/2 in. travel. Helps keep brakes in adjustment longer.	4
3495226	S	Bendix 4S/4M anti-lock brake system.	0
3500037	O	Interaxle driveline:1 Dana 1710 Series	0
3532130	O	Wheel Differential Lock for Dana Spicer axles DSP40/DSP41(P)/DSH40(P)/DSH44(P)/D40-155 forward rear axle & rear rear. Under Speed Interlock is standard on T680.	37
3737455	O	Rear suspension: Tandem Hendrickson RT403 40K. 52 in. axle spacing. 7.19 in. saddle height w/barpin bushing. Unladen Height: 10.7 in. Laden Height: 9.7 in. Advertised axle spacing for this rear suspension is a nominal value. Actual spacing may be up to two inches greater than noted. This is important in situations where the body is likely to be pre-built before the chassis is delivered. Tire to body or bracket to body interference may be encountered. Communicate clear space requirements on the sales order. DSP40/P rear axles are not for use with Hendrickson HAS 402; Hendrickson Primaax, or Hendrickson beam-type rear suspensions. Hendrickson RT403 rear suspension for use with tandem axles up to 46K on T8 series. Hendrickson RT403 rear suspension requires bronze center bushings when used in refuse loader or packer applications.	957
3832315	O	Bolted rear suspension crossmembers for RT403 or HAS402. Replaces T3 standard.	15
Tires & Wheels			
4077535	O	Front tires: Bridgestone M860A 315/80R22.5 20PR. 42.8 in. diameter, all position. 19.9 in. SLR.	94
4278111	O	Rear tires: Bridgestone L320 11R22.5 16PR. 42.5 in. diameter, all position. 19.8 in. SLR. Code is priced per pair of tires.	0
4900008	O	Rear Tire Quantity: 8	0
5042367	O	Front Wheel: Accuride 29300 22.5x9 steel Steel Armor(TM) powder coat, hub-pilot mount. 10000lb. maximum rating. 5-hand holes. Not air disc brake compatible.	79
5242285	O	Rear Wheel: Accuride 50344 22.5x8.25 steel Steel Armor(TM) powder coat, hub-pilot mount. Heavy-duty 5 hand-hole hub pilot mount. Code is priced per pair of wheels.	80

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Data	Code	Description	Weight
5853906	O	Powder coat white steel wheel. Use in conjunction with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.	0
5900008	O	Rear Wheel/Rim Quantity: 8	0
Frame & Equipment			
6054250	O	Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to 308 in. Truck frame weight is 2.91 lb.-in. per pair of rails. Section modulus is 14.80 cu.in., RBM is 1,776,000 in-lbs per rail. 120,000 PSI yield. Heat treated. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	166
6141450	O	Full Steel Insert for 10-5/8 in. or 10-3/4 in. main rail. Insert length is 168 - 348 in. Adds 1,149,000 in-lb to main rail RBM. Insert weight is 2.05 lb.-in. per pair of rails. Insert length is equal to wheelbase plus rear frame cutoff plus 20.7 in. forward of front axle.	527
6301438	O	Bumper straight heavy duty .25 in. steel, painted channel. Requires a bumper setting code.	57
6319409	S	40.9 in. Bumper setting. Requires a bumper code.	0
6321005	O	Removable Front Tow Hooks: 2.	15
6390103	S	Front mudflaps.	0
6400636	O	Battery box cantilever aluminum BOC w/ fiberglass cover.	0
6409901	O	Battery box location: LH Side.	0
6451059	O	T270/370 Non-polished 2010 or later DPF/SCR cover with cab access step assembly, RH under. End plates will be painted standard black frame color.	0
6490123	O	Bolted crossmembers with 12mm frame fasteners. For center and rear frame.	-22
6490430	O	Bolted Rear Cab Support Crossmember. Replaces T3 standard.	17
6742009	S	Square end-of-frame w/o crossmember; non-towing.	0
Fuel Tanks & Equip			
7130045	S	Fuel Tank: 45 US gallon, rectangular steel with step under replacement.	0
7722008	O	Rectangular DEF tank. 7.5 gallons of useable volume. The tank will be located just forward of the under cab component on the side you specified. Standard capacity is calculated by fuel capacity of the vehicle and will accommodate two diesel fill-ups for every DEF fill-up. For 1:1 DEF fuel fill ratio, add 7889204.	0
7889203	O	Standard DEF to fuel fill ratio: 2:1 or greater.	0
7889604	O	DEF tank location is on the LH.	0

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Data	Code	Description	Weight
7920045	O	Location: 45 gal fuel tank LH under cab	0
Cab & Equipment			
8024310	S	Cab: Curved Glass Conventional. Cab Includes aluminum & fiberglass fully hucked cab w/ all aluminum bulkhead doors & continuous stainless steel piano-style door hinges. Single electric horn standard. Incandescent exterior lights include diagnosable bulb detection and warning. Trailer cable on tractors includes integrity detection. Standard features include multiplex wiring for interior lights, automated pre-trip inspection, short and open check diagnostics. Warning alarm will sound when lights are left on.	0
8080137	O	Cab door bearing blocks, top & bottom.	0
8090310	S	Hood: Sloped aerodynamic hood includes grill & separate bumper.	0
8108010	S	Cab heater: W/integral defrosters & A/C 45,000 btu cab heater. No sleeper heater/AC. Includes 5 mode rotary control. T660 include filter media.	0
8201200	O	Adjustable telescoping tilt steering column.	10
8203060	O	5 sets of keys. Replaces standard 2 sets of keys.	0
8205093	O	Information for customer-installed PTO Chelsea 880. 8-bolt. N/A w/ Allison 1000/2000 series transmissions.	0
8205123	O	Switch & Wiring for Customer-installed PTO. Electric over hydraulic PTO. Includes switch guard. Wiring is routed to LH frame for connection to the customer installed PTO. No air controls are provided with this code.	0
8208495	O	Two spare switches: Wired to power.	0
8220106	O	Gauge: Dash mounted air filter restriction gauge.	0
8282004	O	KW Driver Information Center: Includes fuel economy, RPM display, trip information, truck information, diagnostics, gear display, alarm clock.	0
8282009	S	Instrument package: Includes speedometer, tachometer, fuel gauge, engine coolant temperature gauge, engine oil pressure, voltmeter. Class 8 also includes primary & secondary air reservoir gauges & an air application gauge. DEF level gauge and warning lamp are included with 2010+ engines. Engine hour meter and outside air temperature readouts are standard. Primary read out will be MPH. Add 8240620 to switch primary scale to KPH in Canada.	0
8330003	S	Cab interior: Pinnacle. Includes vinyl headliner & cab back panel, slate gray interior, dark slate gray seats, floormats, LH/RH inside sunvisor & door courtesy lights.	0

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Data	Code	Description	Weight
8410181	O	Driver seat: Kenworth Air cushion Plus IB vinyl. Standard features includes 7 in. fore and aft slide adjustment w/isolator, 6-23 degree recline, air suspension with cover, dual armrests, and single chamber air lumbar support. Seat cushion is 20 inches wide w/ 2-position tilt and 2-position front cushion extension. Seat material has a horizontal stitch pattern and is 2-tone in color. Seat back is carpeted. Seat is manufactured by National. Includes inside visor and retractable 3-point matching seat belts. Grey seat belts.	0
8478330	O	Rider seat: 2 man bench vinyl. Standard features include 34.5 in. wide 2-tone seat cushion w/ fixed base. Armrests are not available. Seat back is carpeted. Includes inside visor and retractable 3-point matching seat belts. Grey seat belts.	61
8496559	O	Driver and Rider Seat Belts: Orange Seat Belts. Replacing standard color.	0
8601422	O	Kenworth Radio with AM/FM/WB/CD/USB and Bluetooth	4
8699147	O	Solid post antenna: Mounted on LH cowl. Replaces top-of-cab antenna. Recommended for dump trucks, loggers, & where overcab clearance is limited.	0
8699916	O	Dash mounted CB assembly: W/leads & antennas. Includes dual antenna leads & dual antennas.	4
8700083	O	Under-dash center console: W/2 cup holders, 1 ashtray, 1 lighter, 1 12V outlet & a storage compartment.	0
8700154	O	Self cancelling turn signal: W/head light dimmer switch.	0
8800200	S	Cab access contoured grabhandles, LH/RH.	0
8832115	O	Daylite Door: LH/RH Includes RH peeper window	0
8841618	O	Dual rectangular air horn 23 in. LH & RH top of roof. Includes air horn covers.	11
8850210	S	Dual convex mirrors 7-1/2 in. w/ offset mounting, and non-heated.	0
8850300	S	Look-Down, Pass. Door, Stainless 8.5x4.4	0
8866101	O	Mirror: Dual Prutsmann mirror 7 in. x 16 in. polished stainless steel, thermostatically controlled. switch located on door pad.	0
8869005	S	Mirror brackets 8-1/2 ft load width.	0
8879213	O	Electric-powered LH & RH door window lifts. Switch located on door.	0
8879911	O	Two corner & one rear cab stationary windows 17.5 in. x 16 in. (two) & 17 in. x 36 in. (one).	24
8890135	O	Exterior stainless steel sunvisor.	11
Lights & Instruments			
9010801	S	Headlamps: Halogen Projector Low Beam, Halogen Complex Reflector High Beam	0

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Data	Code	Description	Weight
9022135	O	Marker Lights: Five rectangular.	0
9030010	S	Turn Signal Lights: Mounted on fender	0
9070138	S	Combination Stop, Tail, Turn & Backup Lights RH & LH.	0
9090126	O	Electric Backup Alarm: Meets SAE J994 & OSHA requirements.	4
9090845	O	Circuit Brakers: Replacing fuses. Does not apply to any 5-amp fuse box position. Brakers include stop/brake/turn, tail lamp, high & low beams, marker/clearance lamps, horn, fuel heat, gauges, air dryer, HVAC controls, panel lamps. Some circuits will remain fuses.	0
Air Equipment			
9101023	O	Air dryer: Bendix AD-SP heated. With 2010 engine installations the dryer is mounted under the hood.	0
9110020	O	Full truck kit: Gladhands mounted at end-of-frame. Seven-way female receptacle mounted at end-of-frame in taillamp bracket. Kit includes dash mounted trailer air supply valve, trailer hand control valve, and hoses/fittings for the valves. Dash mounted parking brake valve, tractor protection valve, and spring brake inversion/relay valves are standard.	15
9140328	O	Trailer ABS electric supply through SAE J560 7-pin connector per TMC RP137).	0
Extended Warranty			
9200008	O	Base Warranty - PACCAR PX-9 Engine 24 months / 250,000 miles / 402,336 km / 6250 hours.	0
9200022	S	Base Warranty - Standard Service Medium Duty 12 months / Unlimited miles & km	0
9210159	U	NJPA Non-Discountable Fee	0
Miscellaneous			
9400073	O	Ship to Specific Address. N94010 CROWN BEDS N94020 6468 US HWY 63 N94030 WEST PLAINS, MO 65775 N94040 ROD FOSTER 417293-5868	0
9409852	O	GHG Secondary Manufacturer: Does Not Apply	0
9490206	O	Warning triangle reflector kit: Shipped loose. Kit consists of 3 triangles in plastic carrying case. Not floor mounted.	4
9490404	O	One 5 lb. dry chemical type fire extinguisher mounted outboard of driver seat. Class ABC.	11
Paint			
9700000	O	Paint color number. N97020 A - L0006 WHITE	0

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Data	Code	Description	Weight
		N97200 FRAME N0001 BLACK N97700 BUMPER L0006 WHITE	
9943001	O	Bumper Painted Color A	0
9943050	O	Day Cab Standard Paint	0
9944820	O	1 - Color Paint - Day Cab Color will be White if no other color is specified.	0
9965510	S	Base coat/clear coat. The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0

Total Weight

15251 lb

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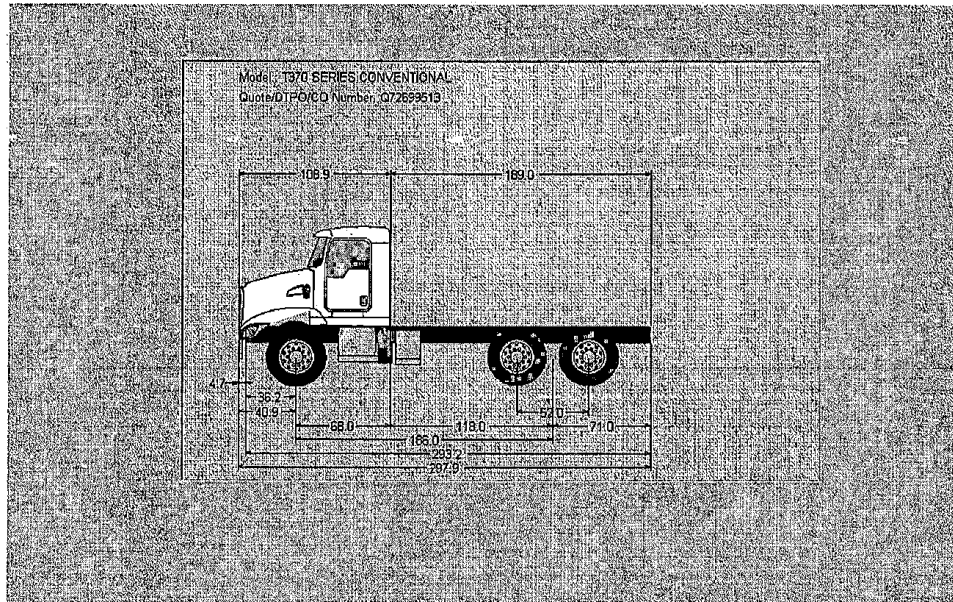
MHC Kenworth O996
4720 West Sunset Avenue

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Horizontal Dimensions



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MHC Kenworth 0996
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Fuel Tanks

Summary
Back
Left

Under Cab
Back Of Cab 1
Back Of Cab 2
Beltsman Fuel
Average Rate BOC
Chassis
Def Tank

Top View
Side View

Right Side Available Space: 65.70 in
Left Side Available Space: 45.40 in
Current Wheelbase Space: 165
Required Wheelbase Space: 140

Position	Description	Qty	Vol
RH Under	T270/270 Nonpolished 2010 or later DPF/SCR cover	0	0
LH Under	Fuel Tank: 45 US gallon, rectangular steel with	0	0
LH BOC1	Battery box cantilever aluminum BOC w/	25	0
LH Def Tank	Rectangular DEF tank: 7.5 gallons of	0	0

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MHC Kenworth O996
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Prepared for: PRESTON NEWBILL

Vehicle Weight Rating

Front Axle

Component	Code	Description	Weight (lbs)
Axle	2503463	Dana Spicer E-1462I Front Axle rated 14.6K	14,600
Springs	2864022	Front Springs: Taperleaf 14.6K w/ shock absorbers	14,600
Power Steering	2895091	Single power steering gear: 14.6K.	14,600
Hubs, Drums	2701000	Air Brake: 14,600 lb. package includes	14,600
Brakes	2603006	Front brakes included w/ front hub package.	20,000
Tires	4077535	Front tires: Bridgestone M860A 315/80R22.5 20PR.	20,000
Wheels	5042367	Front Wheel: Accuride 29300 22.5x9 steel	20,000

Requested Front Axle Rating is 14,600

Front Axle Weight Rating is limited to 14,600 #

Rear Axle

Component	Code	Description	Weight (lbs)
Axle	3124404	Dual Dana Spicer DSP41P rear axle rated at 40K.	40,000
Hubs, Drums	3401002	Dual 46K Air Brake package includes 16-1/2x7 in.	46,000
Service Brakes	3300002	Dual rear brakes included w/rear hub package.	46,000
Spring Brakes	3485207	Spring Brake: 3030 long stroke dual 30 square	52,000
Suspension	3737455	Rear suspension: Tandem Hendrickson RT403 40K.	40,000
Tires	4278111	Rear tires: Bridgestone L320 11R22.5 16PR.	48,040
Wheels	5242285	Rear Wheel: Accuride 50344 22.5x8.25 steel	64,000

Requested Rear Axle Rating is 40,000

The Rear Axle Weight Rating is limited to 40,000 #

Tire rating is based on tire psi. Tire psi is based on the max wheel psi. The tire psi cannot exceed the wheel max psi.

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Printed:	3/19/2018 1:47:47 PM	Incomplete	Model Number:	T370 SERIES CONVENTIONAL
Effective Date:	Jul 1, 2017		Quote/DTPO/CO:	Q74799402
Prepared by:	ID: bryanwhite		Version Number:	40.30



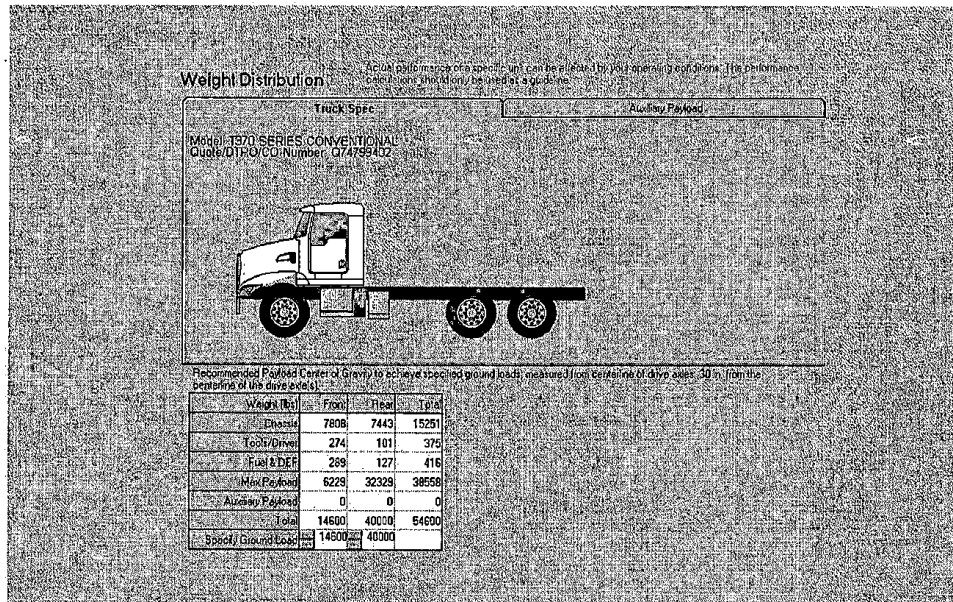
MHC Kenworth O996
4720 West Sunset Avenue

CITY OF BENTONVILLE
117 West Central

Springdale, Arkansas United States 72762
Phone: (479) 756-1200
Fax: (479) 756-1202
Email:

BENTONVILLE, Arkansas United States 72712
Phone: (479) 271-5985
Fax:
Contact Email:
Prepared for: PRESTON NEWBILL

Weight Distribution



Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed: 3/19/2018 1:47:55 PM
Effective Date: Jul 1, 2017
Prepared by: ID: bryanwhite

Complete

Model Number: T370 SERIES CONVENTIONAL
Quote/DTPO/CO: Q74799402
Version Number: 40.30

CROWN BEDS INC
6468 US HWY 63
WEST PLAINS MO 65775
417-257-7144 417-255-2628-FAX

PROPOSAL

THIS IS A PROPOSAL FROM CROWN BEDS INC, SELLER,
FOR BRYAN WHITE AT MHC TRUCKS (CITY OF BENTONVILLE), BUYER.
SELLER AGREES TO FURNISH TO BUYER A DUMP BED WITH THE
FOLLOWING SPECIFICATIONS:

14' CROWN "ELLIPTICAL" DUMP BED
2" X 10" BOX BEAM MAIN BEAMS
CROSSMEMBERS ONLY BETWEEN MAIN BEAMS
3/16" AR-400 STEEL FLOOR
SIDES ARE 48" HIGH MADE OF 3/16" AR-400 STEEL
4 x 6 x 1/4" BOX TUBE TOP RAIL
54" TALL 9-PANEL TAILGATE OF 3/16" AR-400 STEEL,
BOARD HOLDERS
1/4" AR-400 ASPHALT APRON WITH PIPE UNDERNEATH
FULL WIDTH CAB PROTECTOR
FULL LENGTH STEEL FENDERS (DIRT SHEDDING)
DRIVERS SIDE REAR STEPS, INSIDE STEPS
HYDRAULIC TANK
HOT SHIFT PTO FOR AUTOMATIC TRANSMISSION
AIR CONTROLLED DIRECT MOUNT PUMP
IN CAB CONTROLS
63-130 SERIES TELESCOPIC HOIST AND MOUNT
AIR OPERATED TAILGATE, (BIG CYLINDER)
TAIL, TURN, BRAKE, AND REVERSE LIGHTS MOUNTED
IN REAR CORNER POSTS OF BED
ALL LIGHTS ARE L.E.D.
BACK-UP ALARM, MUDDFLAPS FRONT AND REAR
PAINTED: BLACK
DONOVAN FLASH ALUMINUM ARM ELECTRIC TARP
SYSTEM MOUNTED ON CAB PROTECTOR
1" THICK PINTLE PLATE, 45 TON HITCH, D-RINGS,
AIR GLAD HANDS, AND ELECTRIC PLUG



CHECK ALL THAT APPLY			
X	Bid Award	Bid #	IFB-18-010
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

April 2, 2018

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of Bid IFB-18-010 in the amount of \$44,446.20 for the purchase of a Bobcat Toolcat 5600 Utility Work Machine from Bobcat of Northwest Arkansas. Staff worked with purchasing to send this out to sealed bid but zero bids were returned. According to Arkansas Code Title 19-11-229, competitive sealed bidding if there are zero bids returned you can negotiate price with dealers to receive the best competitive price. We received a National Joint Powers Alliance Contract quote from Clark Equipment Company dba Bobcat Company out of West Fargo, ND in the amount of \$53,329.00 and a quote from Bobcat of Northwest Arkansas in the amount of \$44,446.20.

COST TO CITY:

Cost of this Request: \$4,446

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	55,000
Funds Expended to Date		
Remaining Budget		55,000
Budget Adjustment		-
Remaining After Adjustment	\$	55,000

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: Crant Osborne, Parks Operations Manager
Thru: David Wright, Parks and Recreation Director
Date: March 15, 2018
Re: City Council approval of Bid IFB-18-010 in the amount of \$44,446.20 for the purchase of a Bobcat Toolcat 5600 Utility Work Machine from Bobcat of Northwest Arkansas.

Parks and Recreation Staff is requesting City Council to approve the purchase of a Bobcat Toolcat 5600 to replace an existing 2008 model 5600 Toolcat. Staff is requesting the same model work machine because we have several attachments in our inventory that work with this machine. The attachments include a ditch witch, auger, snowplow, brush, stump grinder, forklift forks and split bucket. Staff worked with purchasing to send this out to sealed bid but zero bids were returned. According to Arkansas Code Title 19-11-229, competitive sealed bidding if there are zero bids returned you can negotiate price with dealers to receive the best competitive price. We received a National Joint Powers Alliance Contract quote from Clark Equipment Company dba Bobcat Company out of West Fargo, ND in the amount of \$53,329.00 and a quote from Bobcat of Northwest Arkansas in the amount of \$44,446.20.

This piece of equipment is very versatile as noted by the above attachments that can be used with it. Parks maintenance uses this machine in some capacity weekly if not daily. It is used to brush off trails/tunnels, stump grinding, snow removal, digging postholes, loading and unloading dirt, gravel, sand etc.

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



Bobcat

Product Quotation

Quotation Number: HMM-07092v1

Date: 2018-01-25 14:07:43

Customer Name/Address:	Bobcat Delivering Dealer	ORDERS TO BE PLACED WITH: Contract Holder/Manufacturer
CITY OF BENTONVILLE BENTONVILLE, AR 72712	Dwight Williams Tractor Inc., Fayetteville, AR 2501 SHILOH DRIVE P.O. BOX 1346 FAYETTEVILLE AR 72704-1346 Phone: (479) 442-8284 Fax: (479) 442-6013	Clark Equipment Company dba Bobcat Company 250 E Beaton Dr, PO Box 6000 West Fargo, ND 58078 Phone: 701-241-8719 Fax: 701-280-7860 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
Bobcat 5600 Adjustable Vinyl Seats All-Wheel Steer Automatically Activated Glow Plugs Auxiliary Hydraulics - Variable Flow with dual direction detent Beverage Holders Bob-Tach Boom Float Cargo Box Support Cruise Control Deluxe Operator Canopy includes: - Front Window, Rear Window , - Front Wipers, and Electrical Power Port Lower Engine Guard Limited Slip Transaxle Engine and Hydraulic Monitor with Shutdown Front Work Lights Full-time Four-Wheel Drive Horsepower Management - Roll Over Protective Structure (ROPS) . Meets Requirements of SAE-J1040 & ISO 3471 - Falling Object Protective Structure (FOPS) . Meets Requirements of SAE-J1043 & ISO3449, Level I Dome Light	M1221	1	\$43,114.55	\$43,114.55
Hydraulic Dump Box Instrumentation: - Hour meter, Job Hours, Speedometer, - Tachometer, Fuel Gauge, Engine - Temperature Gauge, and Warning Lights Joystick, Manually Controlled with Lift Arm Float Lift Arm Support Parking Brake, automatic Power Steering with Tilt Steering Wheel Radiator Screen Rear Receiver Hitch Seat Belts, Shoulder Harness Spark Arrestor Muffler Suspension, 4-wheel independent Tires: 27 x 10.5-15 (8 ply), Lug Tread Toolcat Interlock Control System (TICS) Two-Speed Transmission Machine Warranty: 12 Months, unlimited hours Bobcat Engine Warranty: Additional 12 Months or total of 2000 hours after initial 12 month warranty				
Deluxe Road Package Backup Alarm Turn Signals Flashers Tail Lights Brake Lights Rear View Mirror	M1221-P01-C01	1	\$1,879.35	\$1,879.35
	Side Mirrors Horn Lower Engine Guard Rear Work Lights Headlights			
Cab Enclosure with Heater & Air Conditioning	M1221-R02-C03	1	\$3,937.20	\$3,937.20
Attachment Control	M1221-R08-C02	1	\$161.50	\$161.50
62" Combination Bucket	7167310	1	\$2,310.40	\$2,310.40

Total of Items Quoted

\$51,403.00

Freight Charges	\$926.00
Dealer Assembly Charges	\$0.00
Quote Total - US dollars	\$52,329.00

Notes:

*Prices per the Arkansas Contract - 4600031203/060311-CEC Effective thru 07-19-2019
 *Customer must be a Coop Member to buy off contract – Log onto www.njpacoop.org if not a member to sign up.
 *Terms Net 30 Days. Credit cards accepted.
 *FOB Origin – Prepay and Add to Quote
 *Delivery: 60 to 90 days from ARO.
 *State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.
 *TID# 38-0425350
 *Orders Must Be Placed with: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, PO Box 6000, West Fargo, ND 58078.
 Prices & Specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.

ORDER ACCEPTED BY:

 SIGNATURE

 DATED

 PRINT NAME AND TITLE

 PURCHASE ORDER #

SHIP TO ADDRESS: _____

BILL TO ADDRESS (if different than Ship To): _____



**Bobcat®****Product Quotation**

Quotation Number: 2C56D025579

Date: 2018-01-25 10:44:36

Ship to	Bobcat Dealer	Bill To
City of Bentonville	Bobcat of Northwest Arkansas, Rogers, AR 2735 WEST HUDSON ROAD ROGERS AR 72756 Phone: (479) 621-6001 Fax: (479) 636-2238	City of Bentonville
Bentonville, AR 72712		Bentonville, AR 72712
Contact: Dwight Williams Phone: (479) 621-6001 Fax: (479) 443-3016 E Mail: dewilliams@williamstractor.com		

Description	Part No	Qty	Price Ea.	Total
Bobcat 5600	M1221	1	\$51,737.00	\$51,737.00
Deluxe Road Package	M1221-P01-C01	1	\$2,211.00	\$2,211.00
Backup Alarm	Side Mirrors			
Turn Signals	Horn			
Flashers	Lower Engine Guard			
Tail Lights	Rear Work Lights			
Brake Lights	Headlights			
Rear View Mirror				
Cab Enclosure with Heater & Air Conditioning	M1221-R02-C03	1	\$4,632.00	\$4,632.00
Attachment Control	M1221-R08-C02	1	\$190.00	\$190.00
62" Combination Bucket	7167310	1	\$3,116.00	\$3,116.00

Total of Items Quoted	\$61,886.00
Dealer P.D.I.	\$200.00
Freight Charges	\$926.00
Dealer Assembly Charges	\$0.00
Discount Toolcat Municipal	(\$18,565.80)
Quote Total - US dollars	\$44,446.20

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.
Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____ Date: _____



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

AGENDA FORM

CITY COUNCIL MEETING OF:

April 10, 2018

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of bid number IFB-18-005, in the amount of \$1,168,871, for the construction of the Citizens Park Tennis Complex.

COST TO CITY:

Cost of this Request: \$1,168,871

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	1,300,000
Funds Expended to Date		
Remaining Budget		1,300,000
Budget Adjustment		-
Remaining After Adjustment	\$	1,300,000

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: March 23, 2018
Re: Council approval of bid number IFB-18-005, in the amount of \$1,168,871, to Benchmark Construction for the construction of the Citizens Park Tennis Complex.

Parks and Recreation Staff is requesting City Council approval of a bid award to Benchmark Construction for the construction of the Citizens Park Tennis Complex. Benchmark Construction is the low bidder for the project at this price of \$1,168,871. This item is including in the 2018 City Budget at the price of \$1,300,000.

This eight (8) court complex will include post tension concrete courts with lights, restroom, parking lot, covered canopies, and windscreens. The only items not included in the plan is bleachers and trees. This item will be ordered and installed by our team as the project nears completion.

Tennis courts are part of the original concept plan for Citizens Park that developed in 2010 and supported by the Play Bentonville Plan. Parks and Recreation's Junior Tennis Program at Memorial Park is the largest in our state. These courts will provided much needed additional space for our programming and open tennis play.

If approved, construction should begin in May and will be completed in Fall 2018.

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

Attachments:
Bid Tabulation
Court Layout
Recommendation of Award



ENGINEERS ■ SURVEYORS ■ PLANNERS
LANDSCAPE ARCHITECTS ■ ENVIRONMENTAL SCIENTISTS

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

www.ceieng.com

March 26, 2018

DISTRIBUTION:
Jacob Shy - CEI
David Wright - City of Bentonville
Stephanie Creed - City of Bentonville

City of Bentonville
David Wright
1101 SW Citizens Circle
Bentonville, AR 72712

**Re: Citizen's Park Tennis Courts
Bentonville, Arkansas
CEI Project No. 30274**

Mr. Wright:

CEI has reviewed the bids for the Citizen's Park Tennis Courts, taken March 22, 2018 and find them in order.

Upon review of the bid tabulations, it was found that "Light Bollard Installation" was not included as a line item for bid. At that time, CEI solicited a bid number from the apparent low bidder. This bid number, in the amount of \$24,675, has been received and Benchmark Construction of NWA remains the low bidder. CEI would recommend award of the aforementioned project to Benchmark Construction of NWA in the amount of \$1,168,870.29.

If you have questions or concerns, please do not hesitate to call.
Respectfully submitted,



Jacob Shy
Project Manager
CEI Engineering Associates, Inc.

Providing Consolidated Land Development Services

CALIFORNIA ■ TEXAS ■ ARKANSAS ■ MINNESOTA ■ GEORGIA ■ PENNSYLVANIA

22-Mar-18
EES Project No: 30074.0Page 1

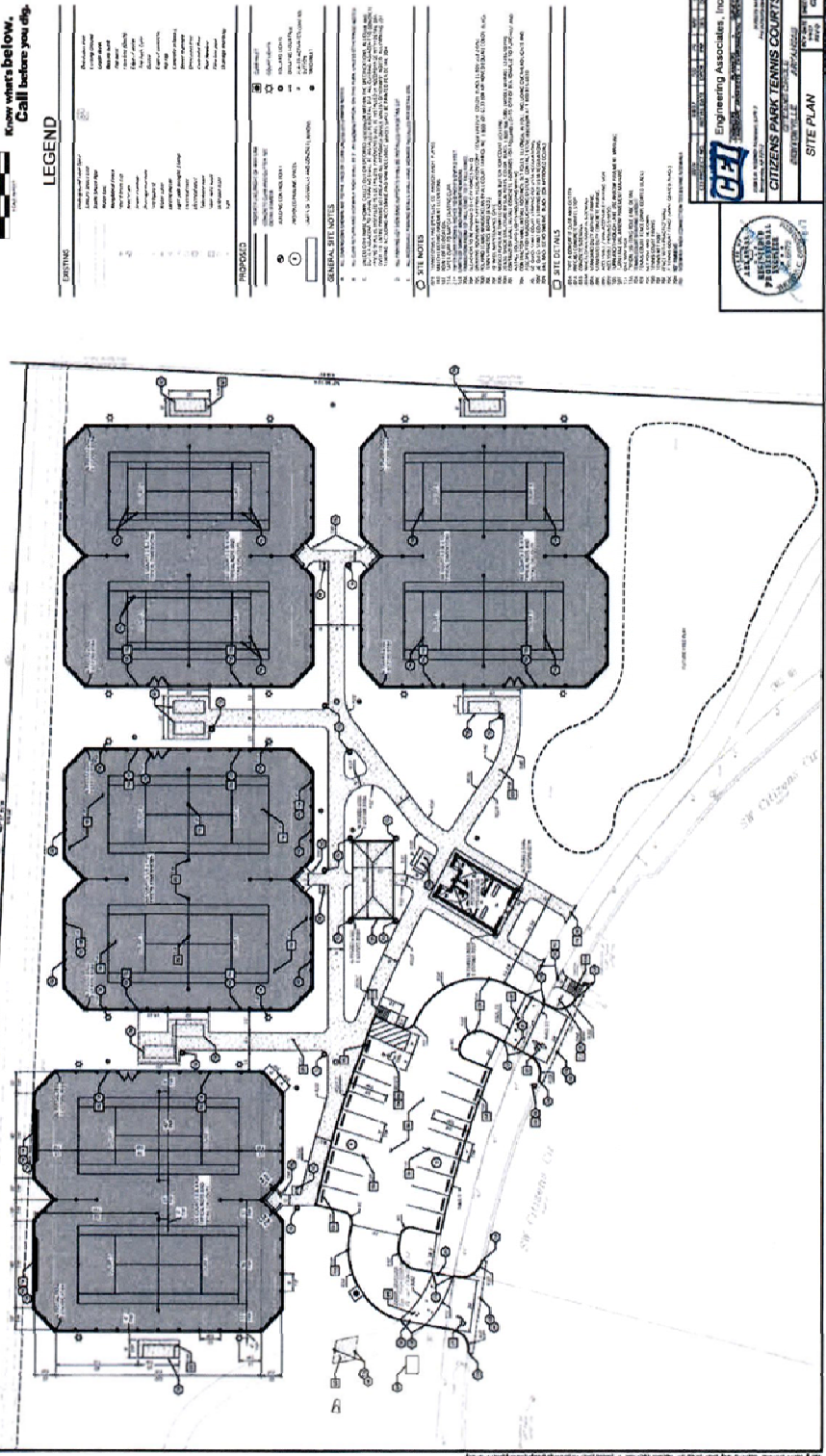
811
Know what's below.
Call before you dig.



PARKING DATA
PARKING PROVIDED 18 SPACES
ACCESSIBLE 1 VAN SPACE
PARKING PROVIDED

ALL DISTURBED AREAS SHALL BE
SODDED WITH BERMUDA SOD.

ALL DISTURBED AREAS SHALL BE
SODDED WITH BERMUDA SOD.



CEI Engineering Associates, Inc.
10000 N. 10th Ave., Suite 100
Phoenix, AZ 85020
Phone: (602) 998-1111
Fax: (602) 998-1112
www.cei-engineering.com

CITIZENS PARK TENNIS COURTS
SHEET NO. 101
DATE: 01/15/2010
BY: [Signature]

SITE PLAN



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

AGENDA FORM

CITY COUNCIL MEETING OF:

April 10, 2018

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of resolution, authorizing CEI to perform construction observation services in the amount of \$26,300.00, for the Citizens Park Tennis Complex.

COST TO CITY:

Cost of this Request: \$26,300

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: March 23, 2018
Re: Council approval of a resolution, authorizing CEI to perform construction observation services for the Citizens Park Tennis Complex.

Parks and Recreation Staff is requesting City Council approval of a resolution, authorizing CEI to perform construction observation for the Citizens Park Tennis Complex. The cost of the service is \$26,300. The Work Authorization is for the eight (8) tennis courts, parking lot and restroom facility.

You may recall, in June 2017, City Council approved a resolution authorizing an agreement with CEI for the design and construction documents for the Citizens Park Tennis Complex. The original contract took us through the bid process. The bid award completes the current contract obligation for CEI. However, it is critical for the design firm to manage and observe the construction process.

This agreement brings the total architectural and engineering fees for this project to \$61,425. This figure is less than six (6)% of the project.

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

Attachments:
Agreement with CEI



EXTRA WORK AUTHORIZATION

☒ ADDITIONAL WORK

☐ CHANGE IN SCOPE OF SERVICES

WORK WILL BE PERFORMED UNDER THE SAME TERMS & CONDITIONS AS IN ORIGINAL AGREEMENT: UNLESS OTHERWISE STATED

THESE SERVICES WERE VERBALLY DIRECTED AND/OR APPROVED BY:

ON:

DATE: 03/05/18
CLIENT: The City of Bentonville
PROJECT NAME: Citizens Park Tennis Courts
CLIENT CONTACT: David Wright
PROJECT NO.: 30274.0
PROJECT MANAGER: Jacob Shy
DATE OF CURRENT CONTRACT: 06/16/2017

Description of Services: JKJ Architects to provide additional design changes per meeting on 02-28-18. CEI to also provide construction administration and construction observation. JKJ Architects to provide construction observation only. Please see Exhibit A for additional information.
Compensation: \$25,300

If this Authorization is not executed within 30 days, it becomes null and void. This Authorization is only valid if addressed and executed by the authorized signature of the original contracted entity or its assignment as approved per the original contract Terms and Conditions.

Agreed to by CEI ENGINEERING ASSOCIATES, INC.

Agreed to on this date: _____

(Signature)

(Company Name)

(Date)

(Company Authorized Representative & Title)

Distribution:

(Signature)

PLEASE SIGN & RETURN ORIGINAL

☐ CALIFORNIA
7543 N. Ingram Avenue
Suite 107
Fresno, CA 93711
(559) 447-3119
(559) 447-3129 FAX

☐ TEXAS - DALLAS
TriWest Plaza
3030 I-820 Freeway, Suite 100
Dallas, TX 75234
(972) 488-3737
(972) 488-6732 FAX

☐ TEXAS - HOUSTON
4800 Sugar Grove Boulevard
Suite 316
Stafford, TX 77477
(281) 494-0360
(281) 494-0309 FAX

☐ ARKANSAS
3108 SW Regency Parkway
Suite 2
Bentonville, AR 72712
(479) 273-9472
(479) 273-0844 FAX

☐ MINNESOTA
2025 Centre Point Boulevard
Suite 210
Mendota Heights, MN 55120
(651) 452-8960
(651) 452-1149 FAX

☐ PENNSYLVANIA
400 Spruce Street
Suite 400-A
Scranton, PA 18503
(570) 963-0313
(570) 963-5711 FAX

EXHIBIT A

I. SCOPE OF SERVICES

A. Construction Administration

CEI shall coordinate civil construction administration with the General Contractor as required. The items listed below are items CEI shall coordinate; any additional services needed shall be discussed with the Client and be provided as an additional service.

- Respond to general contractor civil questions during the bidding and construction phases.
- Lead Pre-Construction meeting.
- Review RFI's from the contractor
- Review shop drawings
- Review and submit payment applications
- Complete preliminary and final checklist for close of construction
- Attend final walkthrough for final closeout.

Additional Fees.....\$ 10,900.00

B. Construction Observation

CEI shall provide construction observation for site/civil improvements. Included are 2 site visits per week by the CEI Construction Observer throughout the duration of the project, as set forth by the contract time agreed upon between Owner and contractor in the Project Manual issued for construction. CEI estimates a contract completion time of 145 days. This is estimated at approximately 1.5 hours per site visit and one hour, average per week to complete observation reports. Should additional services beyond the estimated 2 site visits per week are requested by the Owner or the construction duration exceeds 145 days, the fee will be renegotiated with the Client.

Additional Fees.....\$ 11,200.00

C. Architectural Updates

Architectural updates shall be completed per comments from the meeting with Bentonville Parks and Recreation team on 02/28/18. Updates include maintenance door relocation to east side of the building and changing water fountain fixture to MDF fixture.

Additional Fees.....\$ 400.00

D. Architectural Construction Administration

Architect shall provide architectural construction administration with the General Contractor as required through the bidding and construction phases.

Additional Fees.....\$ 300.00

E. Architectural Construction Observation

Architect shall provide construction observation of the restroom facility during construction. Architect shall also coordinate substantial completion checklist and attend final walkthrough for restroom final closeout.

Additional Fees.....\$ 2,500.00

Total Additional Fees.....\$ 26,300.00

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN EXTRA WORK AUTHORIZATION WITH CEI ENGINEERING ASSOCIATES, INC. FOR CONSTRUCTION OBSERVATION SERVICES RELATED TO THE CITIZENS PARK TENNIS COMPLEX.

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 Extra Work Authorization with CEI Engineering Associates, Inc. for construction observation phase services related to the Citizens Park Tennis Complex, in an amount not to exceed \$26,300.00 as set forth in the agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 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:

April 10, 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 NWA Trailblazers for the renovation of Lake Bentonville Park.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: March 26, 2018
Re: Council approval of a resolution, authorizing the Mayor and City Clerk to enter into an agreement with NWA Trailblazers for the renovation of Lake Bentonville Park.

Lake Bentonville is a 20 acre park located on SW I Street. The park offers fishing, a small playground, pavilion and gravel parking area. The lake is a popular fishing destination and regularly stocked by Arkansas Game and Fish Commission.

In 2014, the Bentonville P&R Fund LLC purchased approximately 75 acres north of the Bentonville Municipal Airport with the vision of creating a passive recreation space available to residents and visitors. The land, located adjacent to Lake Bentonville Park, provides opportunity to collaborate and enhance the current park site as well. The Trailblazers, in collaboration with the Walton Family Foundation, have worked with Bentonville Parks and Recreation to create a conceptual park plan that provides a facelift to Lake Bentonville Park and allow it to flow seamlessly into the new private owned area that will be available for public use. See attached conceptual plan.

At our request, updates to the Lake Bentonville Park include the replacement of the playground and pavilion with a modern design that meets current safety and accessibility standards while providing play value to a wider range of children. The concept plan also includes shaded areas, walking trails, accessible parking suitable for large vehicles or school busses. The project was part of the Play Bentonville Plan. The conceptual design and amenities listed are consistent to the community needs identified with the plan. Improvements to the park are being designed so the City will see no increase in maintenance costs. Additionally, the Walton Family Foundation will fund improvements. There is no cost to the City of Bentonville.

Once the project is completed, the lake will look much different than the present day body of water. The dam as we know it will no longer be in place. Instead, water will pass through a water weir onto Osage Creek. This will increase the size of the body of water, will increase recreation opportunities for the public and will improve the water quality.

The 75+ acre tract of land north of Lake Bentonville Park will become private owned, but open to the public parkland. This passive recreation space is planned with wetland boardwalks, paved multi-use paths, fishing areas, and its own pavilion and parking area. Because this land is remaining privately owned, the City will not be responsible for the maintenance of this area. This type of property is not unique to Bentonville. The grounds at Compton Gardens is another area that is open for public use, but privately owned and maintained.

This council resolution authorizes the Mayor and City Clerk to enter into an agreement with the Trailblazers in a Right of Entry agreement and a Memo of Understanding concerning the project. First, the Temporary Right of Entry agreement allows the Trailblazers to design and submit improvements on city property to boards and commissions to obtain approval for the project, but does not allow for speaking on the City's behalf. The Memorandum of Understanding explains how the process will work on the public property, during final design and construction. Once the project(s) are approved through Planning Commission and all other necessary boards, a final approval will come back to you in form of a Developer's Agreement before we authorize construction to begin.

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

Attachments:

Conceptual Design of future park property

Temporary Right of Entry License

Memorandum of Understanding

Letter of Intent – Arkansas Game and Fish

Partial Release and Termination of Easement – Arkansas Game and Fish

- 1 NATIVE TURFGRASS LAWN
- 2 ACTIVE PLAY
- 3 TALLGRASS WET PRAIRIE
- 4 SHORTGRASS DRY PRAIRIE
- 5 WATER CHANNEL CONNECTING WETLAND
- 6 LAKE EXPANSION
- 7 8' FOREST BOARDWALK
- 8 OVERFLOW WEIR
- 9 MULTI-USE BOARDWALK THROUGH WETLAND
- 10 CONCRETE MULTI-USE TRAIL
- 11 OVERLOOK AND KAYAK DOCK
- 12 LARGE STEEL OSAGE PRAIRIE PLANT SCULPTURE
- 13 PLAYGROUND
- 14 FOOD TRUCK COURT
- 15 KAYAK DOCK
- 16 OUTDOOR ARCHERY RANGE
- 17 PRESERVATION ART
- 18 PAVILION WITH RESTROOMS
- 19 10' LOOP PATH ALONG LAKE
- 20 FORESTED AREA LOWLAND WITH TREES
- 21 MUSIC VENUE
- 22 AVIATION THEMED PLAYGROUND
- 23 PAVILION
- 24 PARKING
- 25 AVIATION ART STEEL
- 26 GRIFFIN LOOP PAPER AIRPLANE
- 27 PICNIC AREA
- 28 HAMMOCK YARD
- 29 FIRE TRUCK TURNAROUND
- 30 FUTURE DEVELOPMENT

1" = 300'

OSAGE PRAIRIE PARK 1



TEMPORARY RIGHT OF ENTRY LICENSE

This TEMPORARY RIGHT OF ENTRY LICENSE ("License"), dated March __, 2018, is made by and between City of Bentonville, a municipality organized under the laws of the State of Arkansas ("Grantor") and NWA Trailblazers, ("Grantee"). The following statements are a material part of this License:

WHEREAS, Grantor is the owner of a portion of the tract of land located in Benton County, Arkansas, as described on Exhibit A, and further depicted as the "License Area" on Exhibit B, attached hereto and incorporated herein for all purposes ("License Area"); and

WHEREAS, Grantor wishes to grant, and Grantee wish to receive, a license and permission to access the License Area in order to carry out the Permitted Activity (as defined below).

THEREFORE, in consideration of the covenants contained in this License and other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. Grant of License. Grantor grants to Grantee a temporary, non-exclusive, revocable license and permission to enter upon the License Area for the benefit of Grantee solely for the purpose of constructing improvements associated with development of a public park ("Permitted Activity"). Grantee, through its consultant and sub consultant (collectively with Grantee, the "Grantee Parties", and singularly a "Grantee Party"), at Grantee's sole cost and expense, shall have the right to enter upon the License Areas in such a manner as may be reasonably necessary for the sole purpose of carrying out the Permitted Activity. The right to enter upon the License Area to conduct the Permitted Activity shall expire upon the completion of the Permitted Activity, but, in no event beyond October 31, 2019 or such earlier date of termination by Grantor, in Grantor's sole discretion; provided, all Grantee's warranties, representations and indemnities shall survive the expiration of Grantee's rights to enter upon the Licensed Area, and shall continue for the benefit and protection of Grantor for as long as possible under applicable law. In no event shall Grantee Parties use or permit use of this License in a manner which, in Grantor's sole discretion, unreasonably interferes with Grantor's use of Grantor's property contiguous with the License Property. Grantee covenants and agrees that this License will not be used for the erection of any temporary or permanent structures. Following termination or revocation of this License and upon the request of Grantor, Grantee shall provide Grantor written release and extinguishment of all Grantee's rights in and to this License and the License Property.

2. Grantee's Responsibilities. Grantee Parties shall use due care in any use of this License, and in carrying out the Permitted Activity, so as not to unreasonably disturb Grantor's use of Grantor's property. Grantee covenants and agrees to cause the License Property to be properly maintained and kept in good order, free and clear from rubbish relating to the Permitted Activity. Grantee shall not dig any open pits, trenches, borings or holes on or under the License Property except as specifically identified on engineering drawings prepared by Ecological Design Group, attached hereto and incorporated herein by reference. Grantee also covenants and agrees that no heavy trucks or equipment associated with the use of the License Property by

Grantee shall utilize the aprons, taxiways or roadways, located on Grantor's property or the License Property without Grantor's prior written consent. Upon written notice from Grantor, Grantee shall provide Grantor copies of any and all written reports, findings, and analysis or test results obtained or prepared in connection with the Permitted Activity.

3. Damage to Property. If at any time Grantee removes or damages any of the License Property, including but not limited to paving, sod, herbage, lighting standards, signage, landscaping, wires, lines, cables, pipes, conduits (whether aboveground or underground) within, on or under the License Property or otherwise on or servicing Grantor's property, Grantee shall, at Grantee's sole cost and expense, repair, replace and restore the property injured by Grantee's activities to the same condition as existed previous to Grantee's entry upon the particular property as soon as reasonably possible.

4. Permits; Compliance with law. Grantee shall secure, maintain and comply with all required licenses, permits and certificates relating to, or otherwise necessary or appropriate in connection with the Permitted Activity. Grantee shall comply with any and all applicable federal, state and local laws, rules, regulations, statutes, codes, orders and ordinances, including, but not limited to, those governing the prevention, abatement and elimination of pollution and/or protection of the environment and the employment of their workers. Grantee acknowledges that it is Grantee's sole responsibility to obtain any governmental permits to perform any required maintenance checks, and to abide by any governmental regulations associated with the Permitted Activity.

5. Default; Revocation. If Grantee defaults in the performance of any provision contained in this License, Grantor may immediately revoke this License following upon written notice to Grantee. This License and any and all rights granted hereby shall not be assignable by Grantee.

6. Indemnification. Grantee shall indemnify, defend and hold Grantor and Grantor's affiliates, subsidiaries, officers, employees and agents harmless from and against any and all loss, damage, injury, liability or claims of any kind or character to any person or property arising from or related to Grantee Parties' entry upon the License Property, the conducting of any and all activities thereon or the violation of any applicable law by Grantee.

7. Liens. Grantee shall not suffer or permit to be enforced against the License Property, or any part thereof, any mechanic's, materialman's, contractor's or subcontractor's liens or any claims for damages arising from any aspect of the Permitted Activity. Grantee shall pay or cause to be paid all of said liens, claims or damages before any action is brought to enforce same against the License Property. Grantee expressly agrees to protect, defend, indemnify and hold Grantor and the License Property harmless from and against all liability for any and all such liens, claims and demands, together with reasonable attorneys' fees and all costs and expenses in connection therewith to the fullest extent.

8. Grantor Not Liable. Grantee understands and agrees that Grantee Parties shall enter upon the License Property at Grantee Parties' own risk. Grantor shall have no duty to inspect the License Property to which this Permit applies and shall have no duty to warn any

person of any latent or patent defect, condition or risk that may exist on the License Property or that might be incurred in the exercise of the rights granted herein.

Prior to its entry onto the License Property, and at all times after initially entering upon the License Property for the purposes set forth herein, Grantee shall, at Grantee's sole cost and expense, maintain or caused by be maintained by a Grantee Party, with a reputable company or companies (i) a policy or policies of comprehensive general liability insurance, on a per occurrence basis with respect to the License Property and the operations of or on behalf of Grantee on or about the License Property, including, without limitation, personal injury and broad from property damage coverage, with coverage in an amount reasonably necessary in order to adequately protect Grantor and the License Property, as determined by Grantor in its reasonable discretion, and (ii) workers compensation insurance in an amount required by law, together with employers liability, each such policy with a Waiver of Subrogation endorsement by the insurance carrier as respects Grantor. Upon request for the same, Grantee shall provide Grantor with satisfactory evidence that Grantee carries such requisite insurance and include Grantor as loss payee and additional insured.

Grantor shall not be responsible for any loss or theft of anything placed or stored by Grantee Parties on or about the License Property. Grantee, as a material part of the consideration of this Permit, waives all claims or damages against Grantor for any loss, damage or injury of Grantee Parties or Grantee Parties' property and agrees to so protect, defend, indemnify and hold Grantor harmless from such claims or damages, including, without limitation, reasonable attorneys' fees and court costs incurred by Grantor to enforce this provision. Grantee shall be totally responsible and liable for all acts and omissions of all agents, employees and contractors of Grantee Parties on the License Property.

9. Miscellaneous. This License constitutes the entry agreement between the parties hereto pertaining to the subject matter herein. No supplements, modifications or amendments of this License shall be binding unless in writing, executed by the parties hereto. This License shall be construed and enforced in accordance with, and governed by, the laws of the State of Arkansas. No waiver of any of the provisions of this License shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. The headings of this License are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. This License may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. Neither this License nor any short form memorandum or assignment hereof shall be filed or recorded in any public office without Grantor's prior written consent. Time is of the essence of every provision hereof.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first written above.

GRANTOR:

THE CITY OF BENTONVILLE

By: _____

Name: _____

Title: _____

Grantee:

NWA Trailblazers

By: _____

Name: R. Erin Rushing

Title: Executive Director

Exhibit A

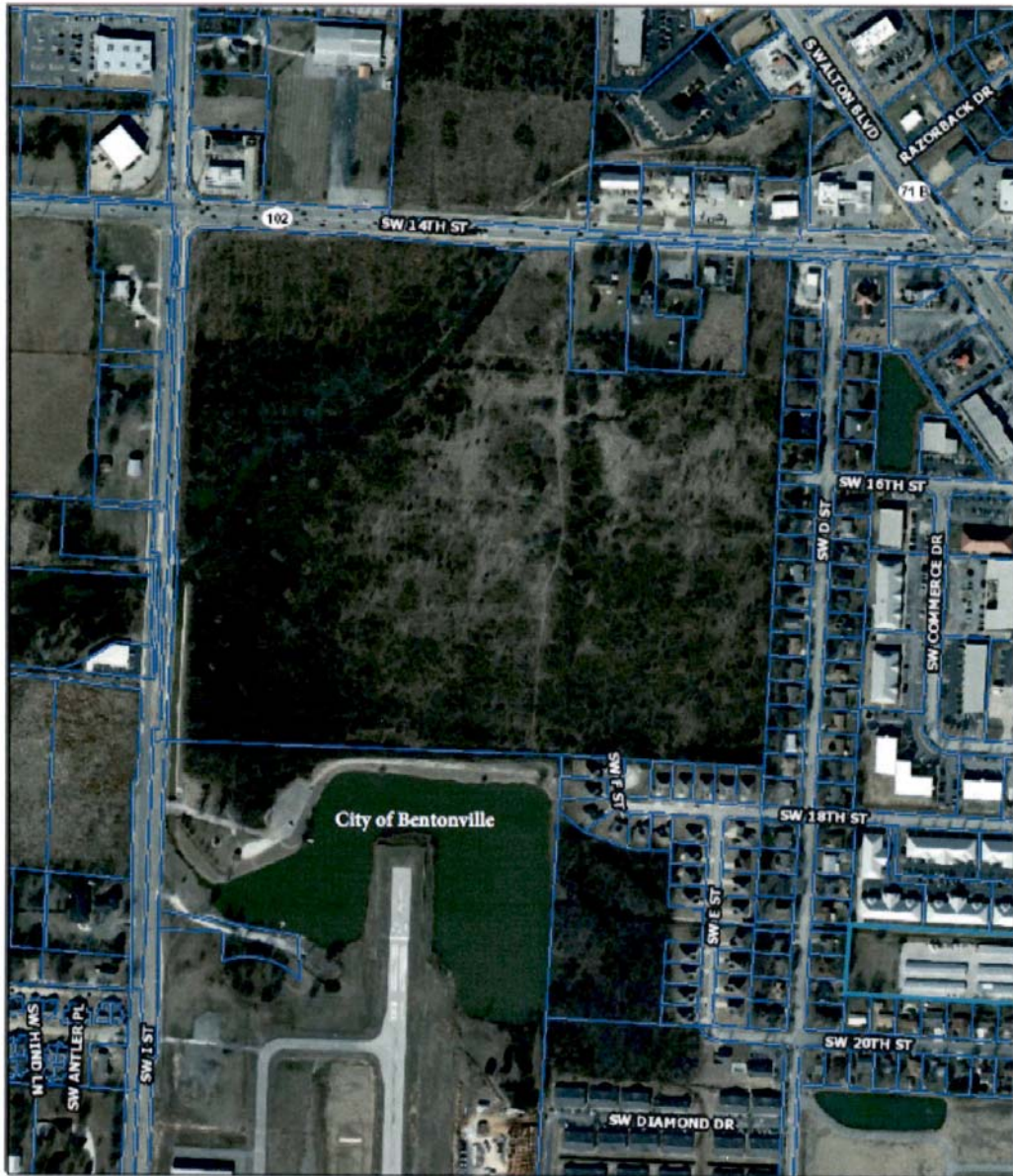


Exhibit B



Memorandum of Understanding

The City of Bentonville, Walton Family Foundation, and Northwest Arkansas Trail Blazers (NWA Trailblazers) jointly enter into this Memorandum of Understanding concerning control, ownership, development, operation and maintenance of improvements to Lake Bentonville Park (hereinafter called Osage Park at Lake Bentonville) and Osage Park, a new privately owned public use park.

The project will occur on two separate properties and have separate owners. This Memo of Understanding outlines how the project will be implemented, overseen during construction, and managed once the facility becomes available to the public.

The City of Bentonville, Walton Family Foundation and Northwest Arkansas Trailblazers agree to collaboratively develop and improve Osage Park at Lake Bentonville (publicly owned) and Osage Park (privately owned, public use) under the following terms and conditions:

1. The City of Bentonville Parks and Recreation Director will have final approval of design of all improvements on City Property. The Director will ensure amenities remain consistent as presented to public officials, boards and City Council during the approval phase. In addition, the Director will review design to ensure the park is safe and usable for patrons, while being consistent with other public amenities offered in Bentonville public recreation facilities. This includes, but is not limited to, types of signage, playgrounds, pavilions, picnic tables, trash cans, etc..., that are included in the project.
2. The overall project must follow the normal development regulations required by City of Bentonville. This project will require two separate Large Scale Developments reviewed by the Bentonville Planning Commission.
3. The Parks and Recreation Director will be invited to regular construction update meetings regarding progress of the project occurring on City Property. If regular construction meetings do not occur, a representative from EDG and / or NWA Trailblazers will meet with Director monthly on site to review construction progress. Parks Director will not have authority to instruct contractor to make changes in field. Instead, any issue Director may have will be addressed with EDG, or project manager from NWA Trailblazers.
4. Parks and Recreation Director will have final approval of all amenities installed in City Property project. Trailblazers shall allow Director to approve products and quantities prior to submitting order and once shipment(s) arrives.
5. When project is ready to begin construction, Parks and Recreation Director will work with project managers and Arkansas Game and Fish Commission to schedule temporarily closure(s) for Lake Bentonville Park for public use to allow for construction project.

6. The City of Bentonville will grant access to allow for construction of the improvements via a separate development agreement with appropriate parties.
7. The City of Bentonville agrees to amend the current flowage easement with the Arkansas Game and Fish via separate document.
8. EDG will prepare construction documents for Osage Park at Lake Bentonville based on approved concepts which include, but not limited to, shaded areas, walking trails, paved driveway / parking lot suitable for busses carrying school children, and areas for fishing.
9. EDG will continue to coordinate the park development and lake expansion with the Arkansas Game and Fish Commission, the Corps of Engineers, the City of Bentonville's department leaders, and ensure its compliance with airspace and use restrictions in place due to the adjacency to the Bentonville Airport, and other City of Bentonville facilities. EDG will work to ensure these agencies are updated and the project remains in compliance with these agencies as the project progresses into construction and completion.
10. EDG will provide City of Bentonville with operational management guides providing recommendations for maintenance and care of, the lake and areas immediately surrounding lake.
11. NWA Trailblazers will be responsible for all expenses associated with the project presented to the Bentonville City Council. All contractors will enter into agreement with and will work directly for NWA Trailblazers. Contractors working on the project will not work for City of Bentonville, nor will City have any burden of expense or responsibility towards said contractor(s). If City of Bentonville wishes to make a significant change to the project occurring on the public property site, those expenses may be the responsibility of the City and may occur at another time outside the scope of this project.
12. Once completed, NWA Trailblazers will donate the portion of the lakeshore, currently located on private property, to the City of Bentonville to ensure the entire lake remains a public entity under city control.
13. Following construction, at no expense to the City Of Bentonville, property line surveys / plats will be performed establishing new boundary lines for City Property and Private Property. The City of Bentonville will maintain ownership of Lake Bentonville, as adjusted per item 12.
14. The Director will work closely with EDG and NWA Trailblazers project managers to determine re-opening date for Lake Bentonville Park. It is the desire of the team the overall facility will reopen seamlessly at one time. However, if unforeseen circumstances arise, the team can decide to open the Lake Bentonville portion at an earlier date.

15. Once construction is complete, City of Bentonville will remain responsible for maintenance of the public property of Lake Bentonville Park. The approximately 75 acres of private land will not be maintained by the City of Bentonville.

Executive Director, NWA Trailblazers

Mayor, City of Bentonville

LETTER OF INTENT

This Letter of Intent is entered into this ____ day of _____, 2018 by and among Bentonville P&R Fund, LLC ("Bentonville P&R Fund"), the City of Bentonville ("City") and the Arkansas Game and Fish Commission (the "Commission").

W-I-T-N-E-S-S-E-T-H

WHEREAS, the Commission has an easement on City airport property to operate a recreational park and fishing lake ("Lake Bentonville") and to provide access thereto as recorded in Book 364 Page 04 in the Real Estate Records of Benton County, Arkansas (the "Existing Easement") as generally shown on the drawing attached hereto as Exhibit "A" and consisting of approximately 24 acres;

WHEREAS, all parties desire that Lake Bentonville be expanded;

WHEREAS, Bentonville P&R Fund is the owner of the land north of and abutting the property owned by the City into which the Lake will expand;

WHEREAS, Bentonville P&R Fund intends to donate an easement to the Commission to operate the expanded lake and for access thereto on approximately 11.9 acres of Bentonville P&R Fund's property which will abut Lake Bentonville after the expansion of the same as generally shown on Exhibit B (the "Additional Easement");

WHEREAS, the City also intends to donate an easement to the Commission on City property for access to the lake from a public road and for parking as generally shown on Exhibit "C" (the "Access Easement"); and

WHEREAS, the Commission is willing to adjust and replace the existing easement by releasing that portion of the existing easement described on Exhibit "D" and generally shown on the drawing attached hereto as Exhibit "D-1" and retaining that easement described on Exhibit "E", and as generally shown on the drawing attached hereto as Exhibit "E-1" ("Easement") consisting of approximately 14.3 acres to facilitate the expansion of Lake Bentonville, provided that upon such expansion the Access Easement and Additional Easement will be granted to the Commission, but if the Lake Bentonville expansion construction does not begin by January 1, 2020, then the City will still grant the Access Easement and Bentonville P&R Fund will grant another easement to the Commission as further provided herein.

NOW, THEREFORE, Bentonville P&R Fund, the City and the Commission do hereby express their intent with respect to the easements and expansion of Lake Bentonville as follows:

1. The Commission intends to release and terminate a portion of the Existing Easement described on Exhibit "D" and generally shown on the drawing attached hereto as Exhibit "D-1", but retain the Easement as described on Exhibit "E" and as generally shown on that drawing attached hereto as Exhibit "E-1".

2. Bentonville P&R Fund intends to proceed to construct an expansion of Lake Bentonville as generally shown on Exhibit "B".

3. Upon expansion of Lake Bentonville, the City intends to convey to the Commission on the property owned by the City, the Access Easement in the location and size generally shown on Exhibit "C".

4. Upon expansion of Lake Bentonville, Bentonville P&R Fund intends to convey to the Commission on the property owned by Bentonville P&R Fund the Additional Easement which will consist of 20 feet from the edge of the expanded lake and on such additional acreage of Bentonville P&R Fund's property as generally shown on the drawing attached hereto as Exhibit B, such that the amount of acreage of the Easement, plus the amount of acreage of the Additional Easement and the Access Easement, will meet or exceed the acreage of the Existing Easement.

5. The combined Additional Easement, Access Easement and Easement ("Final Easement"), is generally shown on the drawing attached hereto as Exhibit "F". The Additional Easement and Access Easement shall be described by survey(s) to be completed by the Commission and/or Bentonville P&R Fund once the lake expansion is completed as agreed to by the parties.

6. Bentonville P&R Fund intends to construct the lake expansion such that the lake is not fully drained, but that the water level is only lowered by the current weir being removed after the new weir and new lake area have been constructed. In addition, during construction both the City and Bentonville P&R Fund will permit reasonable access to the Commission to the existing lake over City and Bentonville P&R Fund property for such stocking and other activities by the Commission. The City and Bentonville P&R Fund also agree to take reasonable steps to permit access to the general public at such access points designated by the City or Bentonville P&R Fund for recreational use, but only to the extent reasonably and prudently available taking into account the safety of the parties and the general public, all parties acknowledging that safety has priority over access. The City agrees that in the event the lake is closed to the public at any time during construction, that such closure(s) will not be deemed ceasing to use and operate the lake so as to constitute a reversion under the Existing Easement.

7. The Commission agrees it will permit the construction and continued maintenance of hard and soft surface trails, boardwalks, fishing piers, overlooks, docks for kayaks, canoes, paddleboats, and similar improvements and outflow and/or weir structures on the Final Easement. The construction plans and processes for expansion of Lake Bentonville and other improvements to be located within the Final Easement will be provided to the Commission prior to the performance of any work related thereto for reasonable comment and approval.

8. The City of Bentonville agrees to the above changes to the easement areas and agrees to cooperate with the parties in facilitating and accepting the modification of easements and the expansion of Lake Bentonville, provided that the same does not require the City of Bentonville to expend any funds with respect thereto.

9. In the event for whatever reason the commencement of construction of the expansion of Lake Bentonville does not occur by January 1, 2020, the Bentonville P&R Fund, its successors or assigns, shall grant an easement to the Commission over such acreage of land owned by Bentonville P&R Fund located adjacent to the Easement such that after the grant and together with the Easement, the Commission will have the same amount of acreage as was contained in the Existing Easement and the City will grant the Access Easement. The granting of the Easement and the Access Easement to the Commission shall also convey the same rights as the Commission has under the Existing Easement.

Bentonville P&R Fund, LLC

By: _____

Name: _____

Title: _____

Arkansas Game and Fish Commission

By: _____

Name: _____

Title: _____

City of Bentonville

By: _____

Name: _____

Title: _____

EXHIBIT "A"

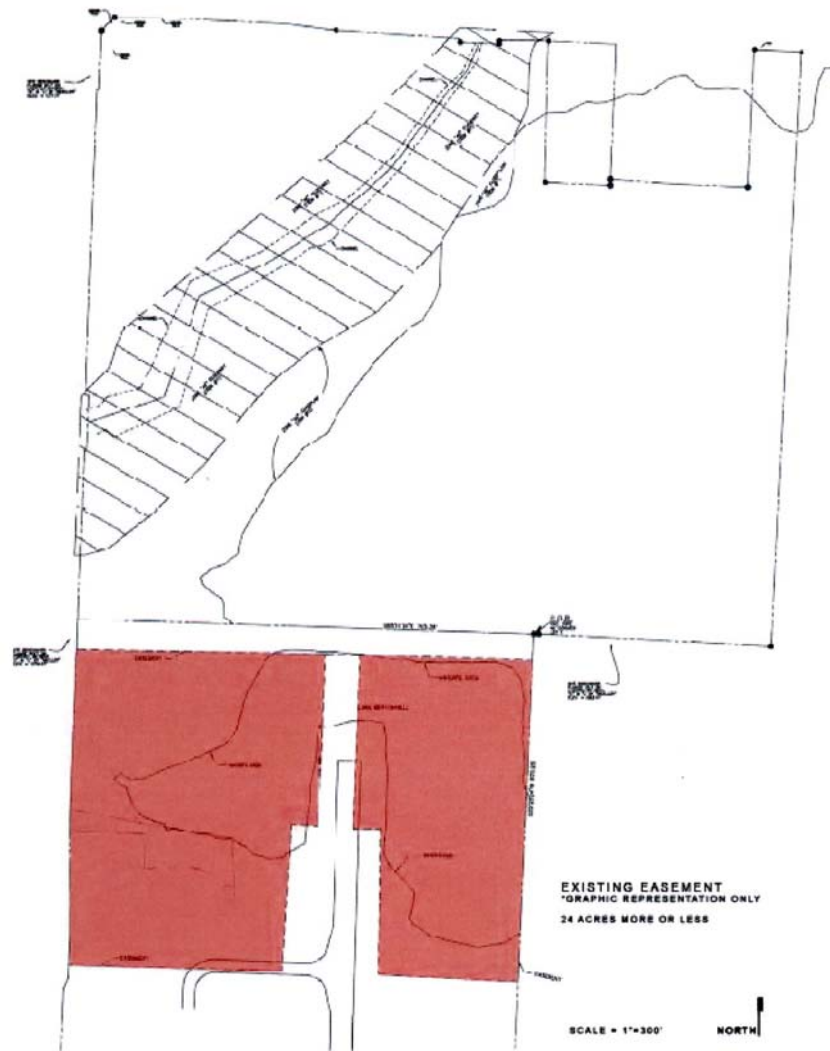


EXHIBIT "B"

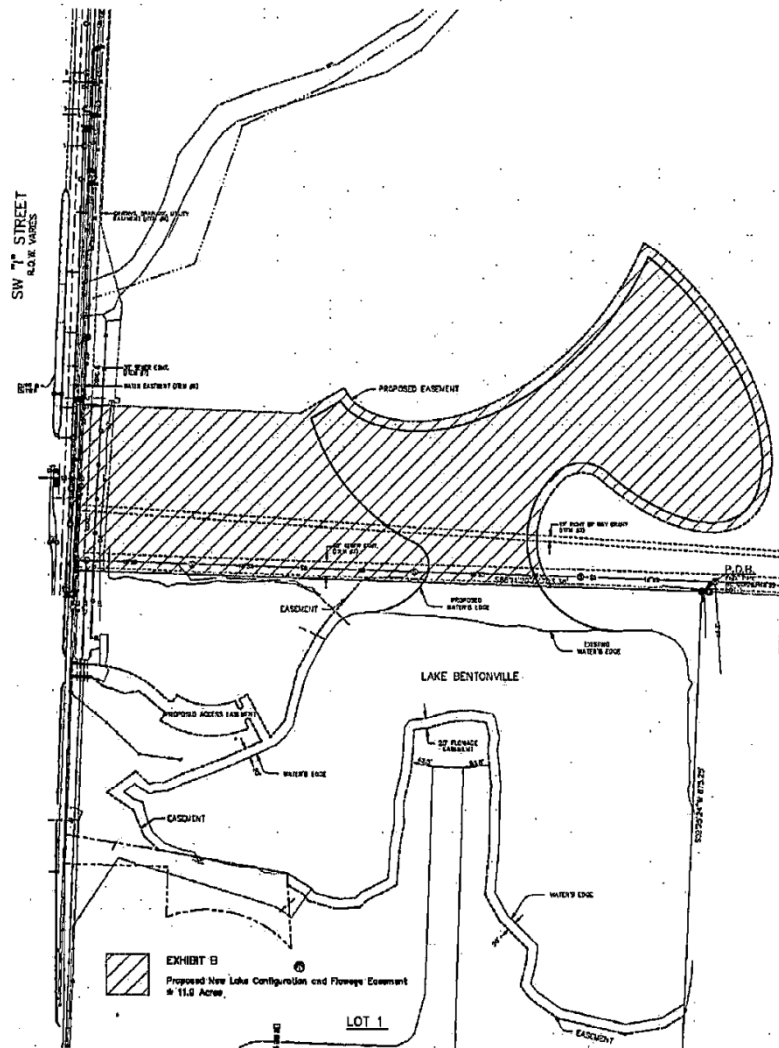


EXHIBIT "C"

City Access Easement

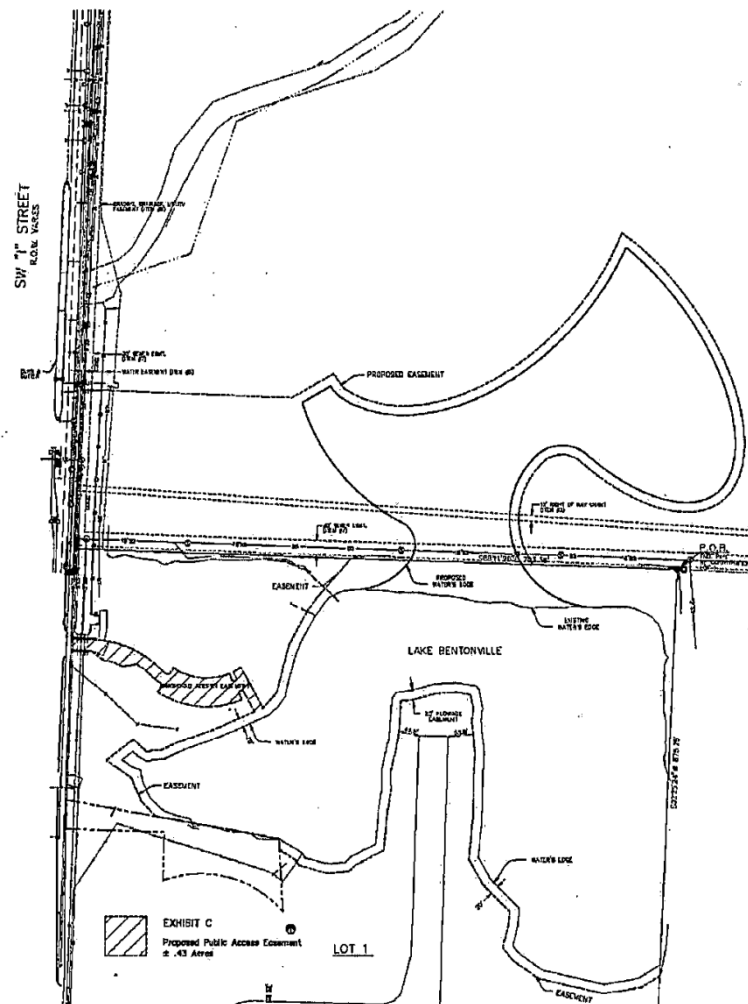


EXHIBIT "D"

Released Portion of Easement

AREA 1

PART OF LOT 1 OF THADEN ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN IN PLAT BOOK 2010, PAGE 188 OF THE BENTON COUNTY RECORDS.

COMMENCING AT THE NE CORNER OF SAID LOT 1; THENCE N88°11'20"W 703.36 FEET TO THE POINT OF BEGINNING; THENCE S41°14'07"W 110.50 FEET; THENCE S35°45'43"W 39.71 FEET; THENCE S28°27'52"W 78.88 FEET; THENCE S14°38'25"W 105.77 FEET; THENCE S41°17'33"W 43.44 FEET; THENCE S65°37'36"W 107.10 FEET; THENCE S69°15'32"W 93.38 FEET; THENCE S64°04'56"W 38.23 FEET; THENCE S87°34'13"W 22.32 FEET; THENCE S70°10'53"W 9.94 FEET; THENCE N46°26'23"W 39.58 FEET; THENCE S52°10'35"W 74.23 FEET; THENCE S55°48'45"E 65.39 FEET; THENCE S22°52'03"E 58.89 FEET; THENCE S44°46'39"E 42.41 FEET; THENCE S79°52'32"E 269.79 FEET; THENCE S03°06'52"E 24.24 FEET; THENCE S58°41'51"E 39.87 FEET; THENCE S34°32'44"E 14.91 FEET; THENCE S73°44'12"E 59.93 FEET; THENCE N85°29'09"E 49.14 FEET; THENCE N46°38'34"E 21.31 FEET; THENCE N63°02'53"E 16.51 FEET; THENCE S02°25'24"W 241.44 FEET; THENCE N87°34'36"W 670.00 FEET; THENCE N02°25'24"E 885.89 FEET; THENCE S88°11'20"E 616.72 FEET TO THE POINT OF BEGINNING, CONTAINING 416,001.14 SQUARE FEET OR 9.55 ACRES, MORE OR LESS.

AREA 2

PART OF LOT 1 OF THADEN ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN IN PLAT BOOK 2010, PAGE 188 OF THE BENTON COUNTY RECORDS.

COMMENCING AT THE NE CORNER OF SAID LOT 1; THENCE N88°11'20"W 575.03; THENCE THENCE S02°25'24"W 300.09 FEET; TO THE POINT OF BEGINNING; THENCE S02°25'24"W 193.76 FEET; THENCE N87°34'36"W 19.26 FEET; THENCE N00°56'14"W 40.36 FEET; THENCE N12°32'31"E 69.96 FEET; THENCE N05°04'38"E 44.09 FEET; THENCE N03°27'49"E 39.64 FEET; THENCE N84°26'10"E 6.64 FEET TO THE POINT OF BEGINNING, CONTAINING 2,533.94 SQUARE FEET OR 0.06 ACRES, MORE OR LESS.

AREA 3

PART OF LOT 1 OF THADEN ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN IN PLAT BOOK 2010, PAGE 188 OF THE BENTON COUNTY RECORDS.

COMMENCING AT THE NE CORNER OF SAID LOT 1; THENCE N88°11'20"W 475.03; THENCE THENCE S02°25'24"W 279.27 FEET; TO THE POINT OF BEGINNING; THENCE S80°34'45"E 31.05 FEET; THENCE S12°28'28"E 29.29 FEET; THENCE S06°31'36"W 27.62 FEET; THENCE S05°15'21"E 73.68 FEET; THENCE S03°13'54"W 43.32 FEET; THENCE S01°08'16"W 40.80 FEET; THENCE N87°34'36"W 57.79 FEET; THENCE N02°25'24"E 215.66 FEET TO THE POINT OF BEGINNING, CONTAINING 11,385.31 SQUARE FEET OR 0.26 ACRES, MORE OR LESS.

AREA 4

PART OF LOT 1 OF THADEN ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN IN PLAT BOOK 2010, PAGE 188 OF THE BENTON COUNTY RECORDS.

COMMENCING AT THE NE CORNER OF SAID LOT 1; THENCE S02°25'24"W 900.00 FEET; THENCE N87°34'36"W 217.42 FEET TO THE POINT OF BEGINNING; THENCE N87°34'36"W 182.58 FEET; THENCE N02°25'24"E 221.84 FEET; THENCE S28°50'08"E 23.06 FEET; THENCE S45°09'02"E 81.88 FEET; THENCE S05°48'30"W 28.25 FEET; THENCE S14°13'11"W 49.36 FEET; THENCE S38°25'15"E 33.84 FEET; THENCE S55°13'16"E 69.20 FEET; THENCE S76°58'04"E 42.06 FEET TO THE POINT OF BEGINNING, CONTAINING 14,877.75 SQUARE FEET OR 0.34 ACRES, MORE OR LESS.

AREA 5

PART OF LOT 1 OF THADEN ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN IN PLAT BOOK 2010, PAGE 188 OF THE BENTON COUNTY RECORDS.

COMMENCING AT THE NE CORNER OF SAID LOT 1; THENCE S02°25'24"W 875.25 FEET TO THE POINT OF BEGINNING; THENCE S02°25'24"W 24.75 FEET; THENCE N87°34'36"W 36.51; THENCE N58°17'29"E 44.11 FEET TO THE POINT OF BEGINNING, CONTAINING 451.87 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

Drawing of Released Portion of Easement



EXHIBIT "E"

EASEMENT

PART OF LOT 1 OF THADEN ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN IN PLAT BOOK 2010, PAGE 188 OF THE BENTON COUNTY RECORDS.

BEGINNING AT THE NE CORNER OF SAID LOT 1; THENCE S02°25'24"W 875.25 FEET; THENCE S58°17'29"W 47.22 FEET; THENCE S80°33'54"W 81.42 FEET; THENCE N76°58'04"W 142.43 FEET; THENCE N55°13'16"W 69.20 FEET; THENCE N38°25'15"W 33.84 FEET; THENCE N14°13'11"E 49.36 FEET; THENCE N05°48'30"E 28.25 FEET; THENCE N45°09'02"W 81.88 FEET; THENCE N28°50'08"W 62.36 FEET; THENCE N05°05'10"E 93.32 FEET; THENCE N01°08'16"E 92.15 FEET; THENCE N03°13'54"E 43.32 FEET; THENCE N05°15'21"W 73.68 FEET; THENCE N06°01'36"E 27.62 FEET; THENCE N12°28'28"W 29.29 FEET; THENCE N80°34'45"W 31.05 FEET; THENCE S86°48'27"W 42.48 FEET; THENCE S74°27'30"W 52.38 FEET; THENCE S84°26'10"W 25.99 FEET; THENCE S03°27'49"W 39.64 FEET; THENCE S05°04'38"W 44.09 FEET; THENCE S12°32'31"W 69.96 FEET; THENCE S00°56'14"E 41.32 FEET; THENCE S10°00'22"W 47.89 FEET; THENCE S04°49'31"W 84.35 FEET; THENCE S63°02'53"W 69.23 FEET; THENCE S46°38'34"W 21.31 FEET; THENCE S85°29'09"W 49.14 FEET; THENCE N73°44'12"W 59.93 FEET; THENCE N34°32'44"W 14.91 FEET; THENCE N58°41'51"W 39.87 FEET; THENCE N03°06'52"W 24.24 FEET; THENCE N79°52'32"W 269.79 FEET; THENCE N44°46'39"W 42.41 FEET; THENCE N22°52'03"W 58.89 FEET; THENCE N55°48'45"W 65.39 FEET; THENCE N52°10'35"E 74.23 FEET; THENCE S46°26'23"E 39.58 FEET; THENCE N70°10'53"E 9.94 FEET; THENCE N87°34'13"E 22.32 FEET; THENCE N64°04'56"E 38.23 FEET; THENCE N69°15'32"E 93.38 FEET; THENCE N65°37'36"E 107.10 FEET; THENCE N41°17'33"E 43.44 FEET; THENCE N14°38'25"E 105.77 FEET; THENCE N28°27'52"E 78.88 FEET; THENCE N35°45'43"E 39.71 FEET; THENCE N41°14'07"E 110.50 FEET; THENCE S88°11'20"E 703.36 FEET TO THE POINT OF BEGINNING, CONTAINING 624,652.14 SQUARE FEET OR 14.34 ACRES, MORE OR LESS, AND SUBJECT TO BUT NOT LIMITED TO THE CONSTRUCTION OF HARD AND SOFT SURFACE TRAILS, BOARDWALKS, FISHING PIERS, OVERLOOKS, DOCKS FOR KAYAKS, CANOES AND PADDLE-BOARDS, OUTFLOW AND/OR WEIR STRUCTURES.

EXHIBIT "E-1"

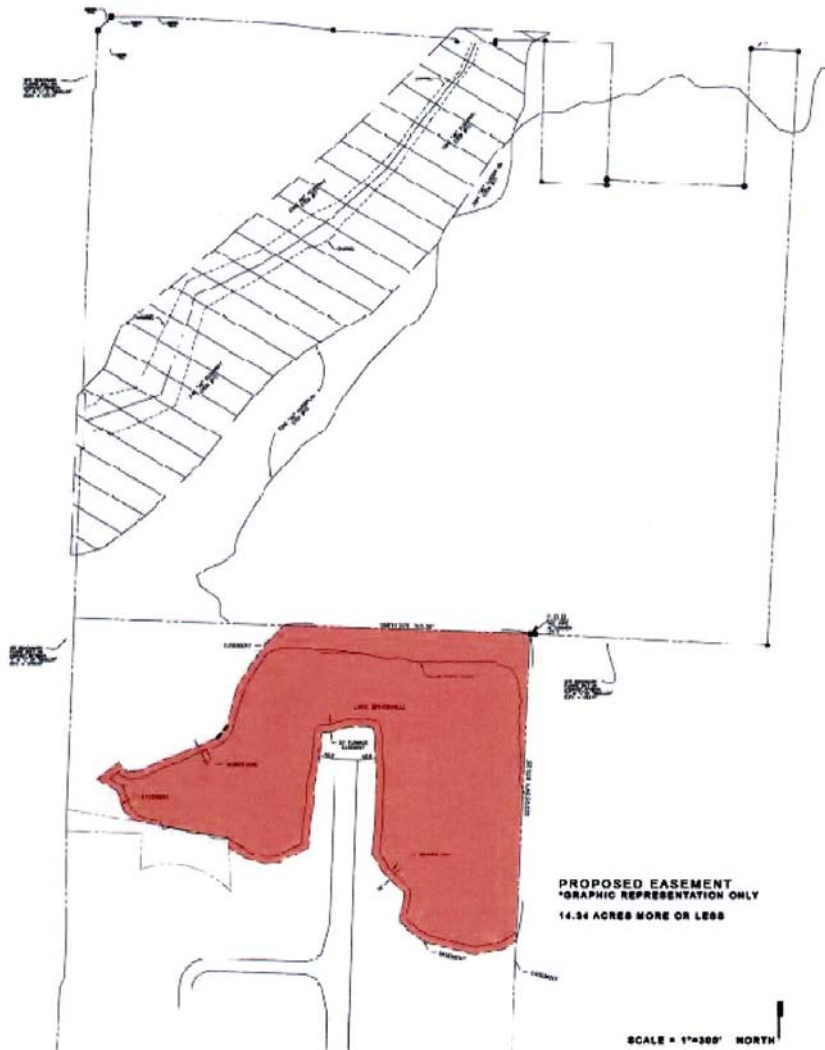
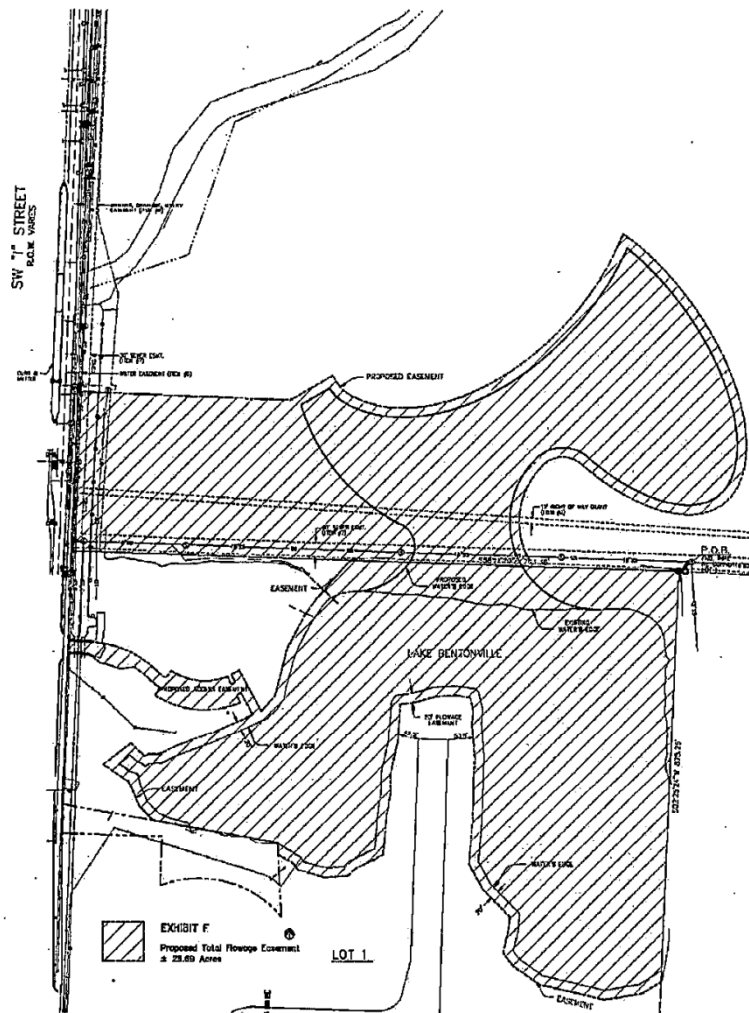


EXHIBIT "F"
Final Easement



PARTIAL RELEASE AND TERMINATION OF EASEMENT

WHEREAS, by that certain instrument dated the 28th day of January, 1964, recorded in Book 364 at page 04, Deed Records of Benton County, Arkansas, the Arkansas Game and Fish Commission is the owner of an easement in, along, over, upon and across that property more particularly described therein and herein, to wit (the "Easement"):

Part of the Fractional South Half of the NW $\frac{1}{4}$ and part of the Fractional North Half of the SW $\frac{1}{4}$, all in Section 6, Township 19 North of Range 30 West and described as follows: Beginning 110 rods South of the Northwest Corner of said Section 6 and run South 900 feet, thence East 670 feet, more or less, to the West line of the landing strip of the Bentonville Airport, thence North 400 feet, thence East 75 feet to the West line of the extended landing strip of the Bentonville Airport, thence North 500 feet, thence East 100 feet, thence South 500 feet, thence East 75 feet, thence South 400 feet, thence East 400 feet, thence North 900 feet to a point due East of the point of beginning, thence West 1345 feet to the point of beginning, subject to the County Road on the West, and containing 24 acres, more or less;

WHEREAS, the Arkansas Game and Fish Commission desires to release and terminate a portion of the easement in order to accept a new easement upon expansion of Lake Bentonville;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the Arkansas Game and Fish Commission by these presents does hereby forever remise, release and relinquish that portion of the Easement described on Exhibit A hereto and made a part hereof, but retains all rights in the Easement described on Exhibit "B" hereto and made a part hereof.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2018.

Arkansas Game and Fish Commission

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

State of Arkansas)
)ss
County of _____)

On this ____ day of _____, 20____, before me, _____, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named _____ and _____ being the persons authorized by said commission, to execute such instrument, stating their respective capacities in that behalf, to me personally well known or satisfactorily proven to be such person, who stated that they were the _____ and _____ respectively of the Arkansas Game and Fish Commission and was duly authorized in their respective capacity to execute the foregoing instrument for and in the name and behalf of said commission, and further stated and acknowledged that they had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2018.

Notary Public

My Commission Expires:

EXHIBIT "A"
Released Portion of Easement

AREA 1

PART OF LOT 1 OF THADEN ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN IN PLAT BOOK 2010, PAGE 188 OF THE BENTON COUNTY RECORDS.

COMMENCING AT THE NE CORNER OF SAID LOT 1; THENCE N88°11'20"W 703.36 FEET TO THE POINT OF BEGINNING; THENCE S41°14'07"W 110.50 FEET; THENCE S35°45'43"W 39.71 FEET; THENCE S28°27'52"W 78.88 FEET; THENCE S14°38'25"W 105.77 FEET; THENCE S41°17'33"W 43.44 FEET; THENCE S65°37'36"W 107.10 FEET; THENCE S69°15'32"W 93.38 FEET; THENCE S64°04'56"W 38.23 FEET; THENCE S87°34'13"W 22.32 FEET; THENCE S70°10'53"W 9.94 FEET; THENCE N46°26'23"W 39.58 FEET; THENCE S52°10'35"W 74.23 FEET; THENCE S55°48'45"E 65.39 FEET; THENCE S22°52'03"E 58.89 FEET; THENCE S44°46'39"E 42.41 FEET; THENCE S79°52'32"E 269.79 FEET; THENCE S03°06'52"E 24.24 FEET; THENCE S58°41'51"E 39.87 FEET; THENCE S34°32'44"E 14.91 FEET; THENCE S73°44'12"E 59.93 FEET; THENCE N85°29'09"E 49.14 FEET; THENCE N46°38'34"E 21.31 FEET; THENCE N63°02'53"E 16.51 FEET; THENCE S02°25'24"W 241.44 FEET; THENCE N87°34'36"W 670.00 FEET; THENCE N02°25'24"E 885.89 FEET; THENCE S88°11'20"E 616.72 FEET TO THE POINT OF BEGINNING, CONTAINING 416,001.14 SQUARE FEET OR 9.55 ACRES, MORE OR LESS.

AREA 2

PART OF LOT 1 OF THADEN ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN IN PLAT BOOK 2010, PAGE 188 OF THE BENTON COUNTY RECORDS.

COMMENCING AT THE NE CORNER OF SAID LOT 1; THENCE N88°11'20"W 575.03; THENCE THENCE S02°25'24"W 300.09 FEET; TO THE POINT OF BEGINNING; THENCE S02°25'24"W 193.76 FEET; THENCE N87°34'36"W 19.26 FEET; THENCE N00°56'14"W 40.36 FEET; THENCE N12°32'31"E 69.96 FEET; THENCE N05°04'38"E 44.09 FEET; THENCE N03°27'49"E 39.64 FEET; THENCE N84°26'10"E 6.64 FEET TO THE POINT OF BEGINNING, CONTAINING 2,533.94 SQUARE FEET OR 0.06 ACRES, MORE OR LESS.

AREA 3

PART OF LOT 1 OF THADEN ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN IN PLAT BOOK 2010, PAGE 188 OF THE BENTON COUNTY RECORDS.

COMMENCING AT THE NE CORNER OF SAID LOT 1; THENCE N88°11'20"W 475.03; THENCE S02°25'24"W 279.27 FEET; TO THE POINT OF BEGINNING; THENCE S80°34'45"E 31.05 FEET; THENCE S12°28'28"E 29.29 FEET; THENCE S06°31'36"W 27.62 FEET; THENCE S05°15'21"E 73.68 FEET; THENCE S03°13'54"W 43.32 FEET; THENCE S01°08'16"W 40.80 FEET; THENCE N87°34'36"W 57.79 FEET; THENCE N02°25'24"E 215.66 FEET TO THE POINT OF BEGINNING, CONTAINING 11,385.31 SQUARE FEET OR 0.26 ACRES, MORE OR LESS.

AREA 4

PART OF LOT 1 OF THADEN ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN IN PLAT BOOK 2010, PAGE 188 OF THE BENTON COUNTY RECORDS.

COMMENCING AT THE NE CORNER OF SAID LOT 1; THENCE S02°25'24"W 900.00 FEET; THENCE N87°34'36"W 217.42 FEET TO THE POINT OF BEGINNING; THENCE N87°34'36"W 182.58 FEET; THENCE N02°25'24"E 221.84 FEET; THENCE S28°50'08"E 23.06 FEET; THENCE S45°09'02"E 81.88 FEET; THENCE S05°48'30"W 28.25 FEET; THENCE S14°13'11"W 49.36 FEET; THENCE S38°25'15"E 33.84 FEET; THENCE S55°13'16"E 69.20 FEET; THENCE S76°58'04"E 42.06 FEET TO THE POINT OF BEGINNING, CONTAINING 14,877.75 SQUARE FEET OR 0.34 ACRES, MORE OR LESS.

AREA 5

PART OF LOT 1 OF THADEN ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN IN PLAT BOOK 2010, PAGE 188 OF THE BENTON COUNTY RECORDS.

COMMENCING AT THE NE CORNER OF SAID LOT 1; THENCE S02°25'24"W 875.25 FEET TO THE POINT OF BEGINNING; THENCE S02°25'24"W 24.75 FEET; THENCE N87°34'36"W 36.51; THENCE N58°17'29"E 44.11 FEET TO THE POINT OF BEGINNING, CONTAINING 451.87 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

EXHIBIT "B"
Retained Portion of Easement

PART OF LOT 1 OF THADEN ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN IN PLAT BOOK 2010, PAGE 188 OF THE BENTON COUNTY RECORDS.

BEGINNING AT THE NE CORNER OF SAID LOT 1; THENCE S02°25'24"W 875.25 FEET; THENCE S58°17'29"W 47.22 FEET; THENCE S80°33'54"W 81.42 FEET; THENCE N76°58'04"W 142.43 FEET; THENCE N55°13'16"W 69.20 FEET; THENCE N38°25'15"W 33.84 FEET; THENCE N14°13'11"E 49.36 FEET; THENCE N05°48'30"E 28.25 FEET; THENCE N45°09'02"W 81.88 FEET; THENCE N28°50'08"W 62.36 FEET; THENCE N05°05'10"E 93.32 FEET; THENCE N01°08'16"E 92.15 FEET; THENCE N03°13'54"E 43.32 FEET; THENCE N05°15'21"W 73.68 FEET; THENCE N06°01'36"E 27.62 FEET; THENCE N12°28'28"W 29.29 FEET; THENCE N80°34'45"W 31.05 FEET; THENCE S86°48'27"W 42.48 FEET; THENCE S74°27'30"W 52.38 FEET; THENCE S84°26'10"W 25.99 FEET; THENCE S03°27'49"W 39.64 FEET; THENCE S05°04'38"W 44.09 FEET; THENCE S12°32'31"W 69.96 FEET; THENCE S00°56'14"E 41.32 FEET; THENCE S10°00'22"W 47.89 FEET; THENCE S04°49'31"W 84.35 FEET; THENCE S63°02'53"W 69.23 FEET; THENCE S46°38'34"W 21.31 FEET; THENCE S85°29'09"W 49.14 FEET; THENCE N73°44'12"W 59.93 FEET; THENCE N34°32'44"W 14.91 FEET; THENCE N58°41'51"W 39.87 FEET; THENCE N03°06'52"W 24.24 FEET; THENCE N79°52'32"W 269.79 FEET; THENCE N44°46'39"W 42.41 FEET; THENCE N22°52'03"W 58.89 FEET; THENCE N55°48'45"W 65.39 FEET; THENCE N52°10'35"E 74.23 FEET; THENCE S46°26'23"E 39.58 FEET; THENCE N70°10'53"E 9.94 FEET; THENCE N87°34'13"E 22.32 FEET; THENCE N64°04'56"E 38.23 FEET; THENCE N69°15'32"E 93.38 FEET; THENCE N65°37'36"E 107.10 FEET; THENCE N41°17'33"E 43.44 FEET; THENCE N14°38'25"E 105.77 FEET; THENCE N28°27'52"E 78.88 FEET; THENCE N35°45'43"E 39.71 FEET; THENCE N41°14'07"E 110.50 FEET; THENCE S88°11'20"E 703.36 FEET TO THE POINT OF BEGINNING, CONTAINING 624,652.14 SQUARE FEET OR 14.34 ACRES, MORE OR LESS, AND SUBJECT TO BUT NOT LIMITED TO THE CONSTRUCTION OF HARD AND SOFT SURFACE TRAILS, BOARDWALKS, FISHING PIERS, OVERLOOKS, DOCKS FOR KAYAKS, CANOES AND PADDLE BOARDS, OUTFLOW AND/OR WEIR STRUCTURES.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO EXECUTE CERTAIN DOCUMENTS WITH
NWA TRAILBLAZERS RELATED TO THE RENOVATION
OF LAKE BENTONVILLE PARK.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to execute certain documents with NWA Trailblazers related to the renovation of Lake Bentonville Park, as set forth in the attachments hereto.

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

PASSED and APPROVED this _____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK