



BENTONVILLE CITY COUNCIL AGENDA

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

**Monday, August 13, 2018 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, August 14, 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: July 24, 2018**

AGENDA

1. Approval of an amended ordinance accepting the annexation of certain territory to the City of Bentonville. The Original Ordinance (2018-108) which was approved at the July 10th City Council meeting was approved before the Mayor received the County Order from the County Judge. **(Pages 4-16)**
2. Planning:
 - 2a. **Lot Split: Lots 37-39 Dickson's Addition, Eric Scott , 701 W Central Avenue, R-1, Single-Family Residential.**
(Pages 19-22)
The Planning Commission voted 7-0, recommending approval.

Lot split of Lots 35 and 36 of Dickson's Addition, creating new Lots 37-39. The plat dedicates 20' utility easements along all exterior lot lines and 15' utility easements along all interior lot lines. Adequate right-of-way exists along W Central Avenue, SW F Street, and SW 2nd Street.
 - 2b. **Property Line Adjustment: Lots 15 and 16, Block 6 Dunn and Davis Addition, Bike Rack Group, LLC, SW 'B' Street and SW 7th Street, DC, Downtown Core.**
(Pages 23-26)
The Planning Commission voted 7-0, recommending approval.

Property line adjustment adjusting the common lot line of Lots 13 and 14, Block 6, of Dunn and Davis Addition, creating new Lots 15 and 16. The plat dedicates a variable width drainage easement. A private access easement shall be dedicated by separate documents. The plat dedicates additional right-of-way along SW B Street to push the property line behind the sidewalk.

- 2c. **Rezoning: Inclusion Realty, 502 SE C Street, From R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential.**
(Pages 27-29)
The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan depicts this property as Downtown Medium-Density Residential (D-MDR). The DN-2, Downtown Medium-Density Residential zoning is a recommended zoning district for this designation.

3. City Council approval of a budget adjustment to recognize revenue awarded in the form of a donation from Walmart Stores Inc. in the amount of \$25,000.00 to leverage city funds for the purchase of 450 trees for the City of Bentonville's 6th Annual Tree Planting Blitz on November 2, 2018. (Pages 30-35)
4. Mayor recommends appointment of Brian Burke to fill Art Formanek's unexpired term on the Northwest Arkansas Regional Airport Authority Board of Directors. Term to expire on December 31, 2018. (Pages 36-38)
- 5a. Fire Department Staff is requesting Council approve \$160,296.87 to Sunbelt Fire for repairs to a 1999 ladder truck. These repairs will extend the life of this truck. (Pages 39-56)
- 5b. Fire Department Staff recommends Council approve a budget adjustment in the amount of \$25,297.00 for the repairs to a ladder truck. (Pages 57-58)
6. Recommend Mayor and City Council award the bid for two utility beds to Davis Trailer & Truck Equipment for \$22,900.00 plus tax. This is a 2018 budgeted item. (Pages 59-63)
7. A resolution setting a public hearing for August 28, 2018 for an Alley ROW Vacation requested by Terry Ging between Lot 1 & Lot 15/16 of Cooks Addition. (Pages 64-66)
8. Staff requests City Council approval accepting a grant in the amount of \$160,312.00 from the State of Arkansas Department of Aeronautics and a budget adjustment for the Runway Rehabilitation Project for the Bentonville Municipal Airport. Project was estimated at \$200,390.00 and includes Construction, Engineering, and Inspection. (Pages 67-70)
9. Staff recommends and requests City Council award a bid to Custom Pavement, by resolution authorizing the Mayor to enter into the contract(s) in an amount \$176,890.00 plus any reasonable and necessary change orders not to exceed an additional 10% of the overall contract price, for the construction of the Runway Rehabilitation Project at the Bentonville Municipal Airport. (Pages 71-91)

10. A resolution seeking Council approval to authorize the Mayor to execute a Right of Way to Utility Corridor as it relates to the placement of a natural gas supply line onto airport property as part of an existing utility infrastructure project at Bentonville Municipal Airport. **(Pages 92-94)**
- 11a. Staff requests City Council approval allowing the Mayor to enter into an amended agreement with FTN Associates, Ltd. to resume the study along Tributary 2 to Little Osage Creek. Amendment 3 adds additional study area, surveying, and a providing FEMA with a LOMR for the section of stream being evaluated. **(Pages 95-102)**
- 11b. Staff request City Council approval of a budget adjustment in the amount of \$40,600.00 for the Trib 2 Drainage Project (T2WEST). Amendments 1 and 2 were passed in 2013 by City Council and the contracts were executed but a formal budget adjustment was never submitted. The amount requested includes Amendment 1 - \$10,000.00 (May 2013), Amendment 2 - \$22,100.00 (August 2013) and Amendment 3 - \$8,500.00 for a total of \$40,600.00. **(Pages 103-104)**
12. Council approval of bid number IFB-18-028 in the amount of \$33,394.00 to General Construction Solutions to realign an intersection where two trails meet on the Razorback Greenway. **(Pages 105-110)**
13. Parks and Recreation is requesting City Council approval of a resolution authorizing the Mayor and City Clerk to enter an agreement with Sarah Gwin for the service of teaching instructional swim training for Parks and Recreation. **(Pages 111-114)**
14. Parks and Recreation is requesting City Council approval of a resolution authorizing the Mayor and City Clerk to enter an agreement with Ann O'Sullivan for the service of teaching instructional fitness training for Parks and Recreation. **(Pages 115-118)**
15. Parks and Recreation is requesting City Council approval of a resolution authorizing the Mayor and City Clerk to enter an agreement with Kristen Bernards for the service of teaching instructional swim training for Parks and Recreation. **(Pages 119-122)**
16. City Council approval of a budget adjustment, in the amount of \$16,000.00, moving funds from Minor Equipment to Capital Expenses. Funds will be used for installation of permanent AV Equipment for the BCC Community Rooms. **(Pages 123-125)**



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 13, 2018

Submitted by:

Jim Wheeless

Department

IT Department

Phone

271-5926

ACTION REQUIRED:

Approval of an amended ordinance accepting the annexation of certain territory to the City of Bentonville. The Original Ordinance (2018-108) which was approved at the July 10th City Council meeting was approved **before** the Mayor received the County Order from the County Judge.

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



BENTON COUNTY

STATE OF ARKANSAS

RECEIVED JUL 23 2018

TENA O'BRIEN

COUNTY CLERK & VOTER REGISTRAR

215 EAST CENTRAL, SUITE 217
BENTONVILLE, AR 72712-5373

July 16, 2018

PROBATE COURT CLERK

COURTHOUSE, 102 N.E. "A" STREET
BENTONVILLE, AR 72712-5350

Honorable Bob McCaslin
City of Bentonville
117 W. Central Ave
Bentonville, AR 72712

Re: In the Matter of Annexing to the City of Bentonville, Arkansas Certain
Territory Contiguous To Said City of Bentonville, Arkansas

Dear Mayor McCaslin:

The County has received and processed a proposed annexation pursuant to ACA § 14-40-609 related to annexations by 100% of the property owners. I am transmitting to you a copy of the documents relating to the proposed annexation for consideration by the Bentonville City Council.

If your council and you approve the annexation, please ask your clerk or recorder to return to me one (1) certified copy of the plat of the annexed property and one (1) certified copy of the ordinance or resolution approving the annexation so that I can send those on to the Secretary of State as required by the statute.

Please feel free to contact me if you have questions.

Sincerely,


TENA O'BRIEN, County Clerk 

enc

COUNTY CLERK
(479) 271-1013
FAX (479) 271-1019

VOTER REGISTRAR

BENTONVILLE
(479) 271-1013
FAX (479) 271-1019

SILAM SPRINGS
FAX (479) 524-8534

PROBATE COURT CLERK
(479) 271-5727
FAX (479) 271-1712

ROGERS
(479) 636-3727
FAX (479) 636-4922
ARCHIVIST (479) 636-1037
FAX (479) 636-1053

FILED

2018 JUL 13 PM 3: 50

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

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

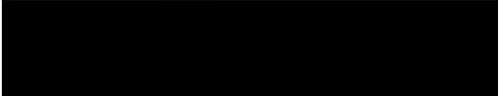
COUNTY COURT ORDER NO. CC 2018-13

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

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

- 1) is in writing;
- 2) contains an attestation signed before a notary or notaries by the property owner or owners of the relevant property or properties confirming their desire to be annexed;
- 3) contains an accurate description of the relevant property or properties;
- 4) contains a letter or title opinion from a certified abstractor or title company verifying that the petitioners are all owners of record of the relevant property or properties;
- 5) contains a letter or verification from a certified surveyor or engineer verifying that the relevant property or properties are contiguous with the annexing city or town and that no enclaves will be created if the property or properties are accepted by the city or town – additionally a copy of the letter from the State of Arkansas GIS office approving the legal description for the annexation was provided; and
- 6) includes a schedule of services of the annexing city or town that will be extended to the area within three (3) years after the date the annexation becomes final.

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


HON. BARRY MOEHRING, County Judge

Date

7/13/18

2018 2626

FILED

2018 JUL 11 AM 10:40

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

ORDINANCE NO. 2018-108

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

WHEREAS, petition was filed with the County Clerk of Benton County, Arkansas by all of the owners of the hereinafter described territory, said owners being listed in Exhibit "A" to this ordinance, praying that said territory be annexed to, and made a part of the City of Bentonville, Arkansas, and

WHEREAS, on the 26 day of June, 2018, the County Court of Benton County, Arkansas, entered an order authorizing annexation pursuant to § 14-40-609 of the Arkansas Code, finding that the petition met the requirements for annexation under that provision and directed the Clerk to forward the order to the Mayor of the City of Bentonville; and

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

Section 1. That the land described on the attached Exhibit "B," which includes the territory sought to be annexed by the petitioners, 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 "B" is hereby accepted as part of and annexed to and made a part of the City of Bentonville.

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

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

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

PASSED AND APPROVED THIS 10th DAY OF JULY, 2018.

APPROVED:

HON. BOB McCASLIN, Mayor

ATTEST:

HON. LINDA SPENCE, City Clerk



Bowen/Cooper ANNEXATION
EXHIBIT "A"

<u>Brandon Bowen & James D. Cooper</u>	<u>18-10087-000</u>
<u>Homes of Distinction, Inc.</u>	<u>18-10087-006</u>
	<u>18-10087-004</u>

<u>David G. Smith</u>	<u>18-0990-003</u>
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**Bowen/Cooper Annexation
Exhibit "B"**

Parcel 18-10087-000

Part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 34, Township 20N, Range 31W, Benton County, Arkansas, and more particularly described as follows.

Commencing 488.87' West and 718.60' South of the NE Corner of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$.
Thence South 150';
Thence N 87° 48' 38" W, 340.25';
Thence North 137';
Thence East 340' to the point of beginning.

Parcel 18-10087-006

Part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 34, Township 20N, Range 31W, Benton County, Arkansas, and more particularly described as follows.

Commencing at the NW Corner of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$.
Thence S 87° 43' 52" E, 500.61';
Thence S 01° 58' 56" W, 564.03' to the point of beginning.

Thence S 88° 01' 43" E, 503.65';
Thence S 36° 27' 30" E, 336.75';
Thence along a curve to the right having a radius of 392.41', a chord of S 77° 50' 14" W, 217.13',
and an arc distance of 220';
Thence N 86° 6' 8" W, 162.11';
Thence N 1° 52' 00" E, 150';
Thence N 88° 16' 25" W, 340.14';
Thence N 1° 58' 56" E, 162.83' to the point of beginning.

Parcel 18-10087-004

Part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 34, Township 20N, Range 31W, Benton County, Arkansas, and more particularly described as follows.

Commencing at the NW Corner of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$.
Thence S $87^{\circ} 43' 52''$ E, 500.61' to the point of beginning.

Thence S $87^{\circ} 43' 52''$ E, 353.06';
Thence S $01^{\circ} 36' 54''$ E, 405.26';
Thence S $36^{\circ} 27' 30''$ E, 201.34';
Thence N $88^{\circ} 01' 43''$ W, 503.65';
Thence N $01^{\circ} 58' 56''$ E, 564.03' to the point of beginning.

Parcel 18-09900-003

Part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 27, Township 20N, Range 31W, Benton County, Arkansas, and more particularly described as follows.

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

Thence N $02^{\circ} 24' 32''$ E, 668.28';
Thence N $87^{\circ} 41' 25''$ W, 618.65';
Thence S $01^{\circ} 51' 22''$ W, 663.56';
Thence S $87^{\circ} 14' 48''$ E, 612.26' to the point of beginning.

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 2018-108 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 **Brandon Bowen, James D. Cooper, and David G. Smith** praying that certain territory be annexed to, and made a part of the City of Bentonville, Arkansas, and

WHEREAS, on the **13th** day of **July, 2018**, the County Court of Benton County, Arkansas, entered an order authorizing annexation pursuant to § 14-40-609 of the Arkansas Code, finding that the petition met the requirements for annexation under that provision and directed the Clerk to forward the order to the Mayor of the City of Bentonville; and

WHEREAS, the Council previously adopted Ordinance No. 2018-108 to accept the described annexation, but that ordinance was approved before the County Judge entered his Order approving the annexation.

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," is territory contiguous to and adjoining the City of Bentonville, Arkansas, and the petition to annex that property is hereby granted and the property described in Exhibit "A" is hereby accepted as part of and annexed to and made a part of the City of Bentonville.

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

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

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

PASSED AND APPROVED THIS _____ DAY OF August, 2018.

APPROVED: _____
HON. BOB McCASLIN, Mayor

ATTEST: _____
HON. LINDA SPENCE, City Clerk

Exhibit "A"

Bowen/Cooper Annexation

Parcel 18-10087-000

Part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 34, Township 20N, Range 31W, Benton County, Arkansas, and more particularly described as follows.

Commencing 488.87' West and 718.60' South of the NE Corner of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$.
Thence South 150';
Thence N 87° 48' 38" W, 340.25';
Thence North 137';
Thence East 340' to the point of beginning.

Parcel 18-10087-006

Part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 34, Township 20N, Range 31W, Benton County, Arkansas, and more particularly described as follows.

Commencing at the NW Corner of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$.
Thence S 87° 43' 52" E, 500.61';
Thence S 01° 58' 56" W, 564.03' to the point of beginning.

Thence S 88° 01' 43" E, 503.65';
Thence S 36° 27' 30" E, 336.75';
Thence along a curve to the right having a radius of 392.41', a chord of S 77° 50' 14" W, 217.13',
and an arc distance of 220';
Thence N 86° 6' 8" W, 162.11';
Thence N 1° 52' 00" E, 150';
Thence N 88° 16' 25" W, 340.14';
Thence N 1° 58' 56" E, 162.83' to the point of beginning.

Parcel 18-10087-004

Part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 34, Township 20N, Range 31W, Benton County, Arkansas, and more particularly described as follows.

Commencing at the NW Corner of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$.
Thence S 87° 43' 52" E, 500.61' to the point of beginning.

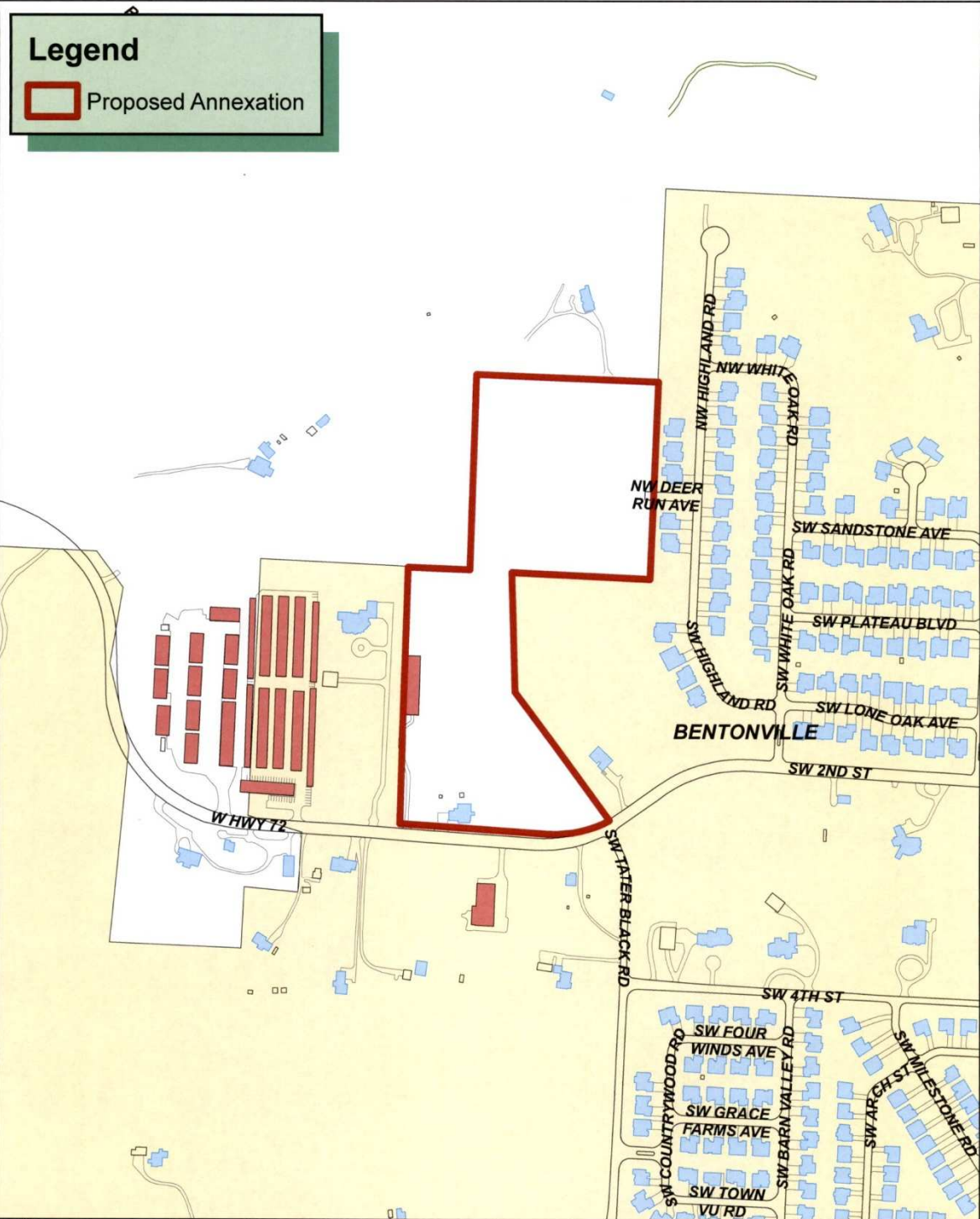
Thence S 87° 43' 52" E, 353.06';
Thence S 01° 36' 54" E, 405.26';
Thence S 36° 27' 30" E, 201.34';
Thence N 88° 01' 43" W, 503.65';
Thence N 01° 58' 56" E, 564.03' to the point of beginning.

Parcel 18-09900-003

Part of the SE ¼ of the SE ¼ of Section 27, Township 20N, Range 31W, Benton County, Arkansas,
and more particularly described as follows.

Beginning at the SE Corner of said SE ¼ of the SE ¼.

Thence N02°24'32"E, 668.28';
Thence N87°41'25"W, 618.65';
Thence S01°51'22"W, 663.56';
Thence S87°14'48"E, 612.26' to the point of beginning.



Bowen Cooper Annexation

1 inch = 417 feet





City Council Agenda Items

For City Council Meeting of August 14, 2018

From the August 7, 2018 Planning Commission Meeting

Lot Split: Lots 37-39 Dickson's Addition, Eric Scott , 701 W Central Avenue, R-1, Single-Family Residential.

The Planning Commission voted 7-0, recommending approval.

Lot split of Lots 35 and 36 of Dickson's Addition, creating new Lots 37-39. The plat dedicates 20' utility easements along all exterior lot lines and 15' utility easements along all interior lot lines. Adequate right-of-way exists along W Central Avenue, SW F Street, and SW 2nd Street.

Property Line Adjustment: Lots 15 and 16, Block 6 Dunn and Davis Addition, Bike Rack Group, LLC, SW 'B' Street and SW 7th Street, DC, Downtown Core.

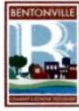
The Planning Commission voted 7-0, recommending approval.

Property line adjustment adjusting the common lot line of Lots 13 and 14, Block 6, of Dunn and Davis Addition, creating new Lots 15 and 16. The plat dedicates a variable width drainage easement. A private access easement shall be dedicated by separate documents. The plat dedicates additional right-of-way along SW B Street to push the property line behind the sidewalk.

Rezoning: Inclusion Realty, 502 SE C Street, From R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan depicts this property as Downtown Medium-Density Residential (D-MDR). The DN-2, Downtown Medium-Density Residential zoning is a recommended zoning district for this designation.



Consent Agenda Items

For Planning Commission meeting of August 7, 2018

Reviewer: Tyler Overstreet, Planner

- ❖ At the Technical Review meeting held on July 31, 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 37-39 Dickson's Addition, Eric Scott, 701 W Central Avenue, R-1, Single-Family Residential (PLA18-0022)

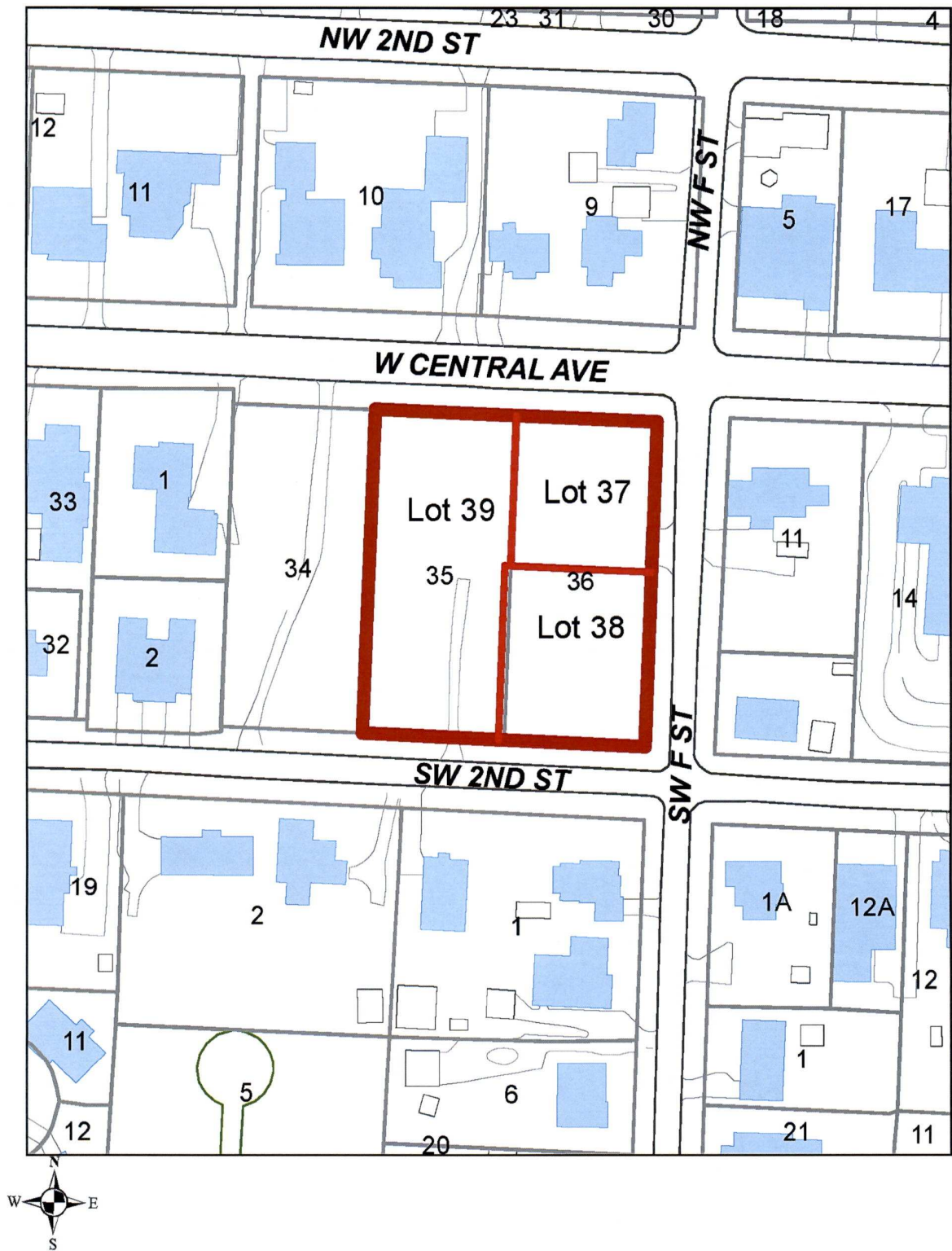
Lot split of Lots 35 and 36 of Dickson's Addition, creating new Lots 37-39. The plat dedicates 20' utility easements along all exterior lot lines and 15' utility easements along all interior lot lines. Adequate right-of-way exists along W Central Avenue, SW F Street, and SW 2nd Street.

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

Property Line Adjustment: Lots 15 and 16, Block 6 Dunn and Davis Addition, Bike Rack Group, LLC, SW B Street and SW 7th Street, DC, Downtown Core (PLA18-0024)

Property line adjustment adjusting the common lot line of Lots 13 and 14, Block 6, of Dunn and Davis Addition, creating new Lots 15 and 16. The plat dedicates a variable width drainage easement. A private access easement shall be dedicated by separate documents. The plat dedicates additional right-of-way along SW B Street to push the property line behind the sidewalk.

(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 37-39 OF DICKSON'S
ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT
NUMBER: PLA18-0022).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 37-39 of Dickson's Addition, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on August 7, 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 37-39 of Dickson'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 lot split by certifying said acceptance on the approved lot split.

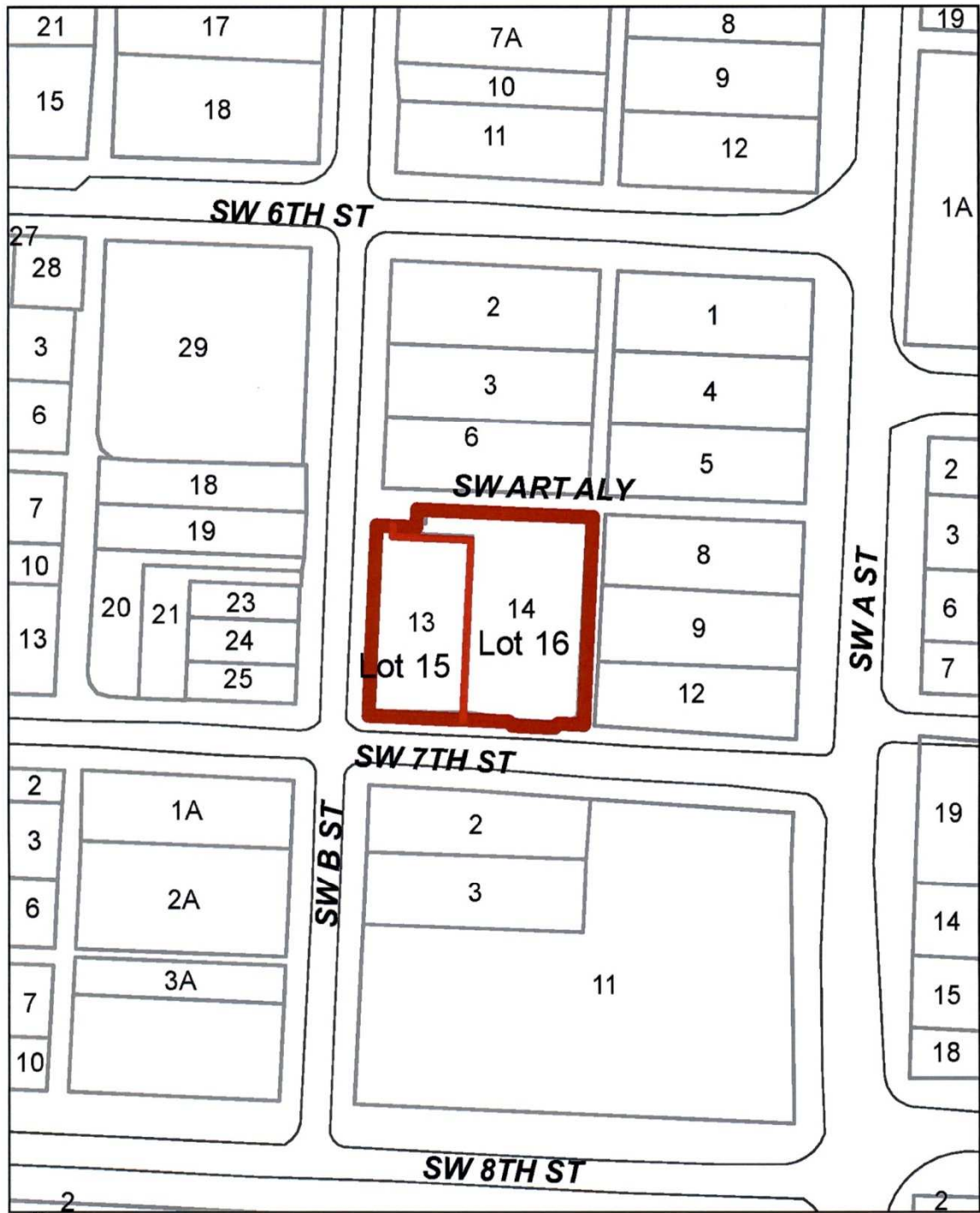
PASSED AND APPROVED this _____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS
15 AND 16, BLOCK 6 OF DUNN AND DAVIS ADDITION TO THE CITY OF
BENTONVILLE, ARKANSAS (PROJECT NUMBER: PLA18-0024).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lots 15 and 16, Block 6 of Dunn and Davis Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on August 7, 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 15 and 16, Block 6 of Dunn and Davis 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



Inclusion Realty

502 SE C Street

PC Date: 8/7/2018

Reviewer: Jon Stanley, Planner

Project Number	RZ18-0023
Applicant / Current Owner	Inclusion Realty 222 SE 2 nd Street, Suite 100 Bentonville, AR 72712
Site Area	0.37+/- acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DN-2, Downtown Medium-Density Residential
Future Land Use Map Designation	Downtown Medium-Density Residential (D-MDR)

Property Description

This property is the location of a single-family lot in a Downtown Medium-Density Residential neighborhood where infill and redevelopment is beginning to occur.

Projected Traffic Impact

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

Relationship to the General Plan

The Future Land Use Plan depicts this property as Downtown Medium-Density Residential (D-MDR). The DN-2, Downtown Medium-Density Residential zoning is a recommended zoning district for this designation.

Conclusion

The General Plan recommends the DN-2, Downtown Medium-Density Residential as an appropriate zoning district for the Downtown Medium-Density Residential (D-MDR) land use designation.

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

Location Map



To: Planning Staff and Planning Commission

Re: Re Zone 502 SE C

July 2, 2018

Newell Development on behalf of Inclusion Realty LLC seeks to rezone the attached property Located at 502 SE C. Lots 1 and 2 Block B, Orchard Addition, Bentonville, Benton County Arkansas from R-1 to DN2 for future single family housing development.

The requested change is in line with the future land use of downtown medium density residential. This use will not change traffic or signage. Water, sewer and electric are available.

The requested change will allow the owner of the property to develop new single family housing in a way that conforms to the City of Bentonville Future land use and other development in the Market District.

Jake Newell

Newell Development

479 225 3997

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, SINGLE FAMILY RESIDENTIAL TO DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL (PROJECT NUMBER: RZ18-0023).

WHEREAS, Inclusion Realty duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOTS 1 AND 2, BLOCK "B", ORCHARD ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN ON PLAT RECORD "A" AT PAGE 89 AND PLAT RECORD "B" AT PAGE 27.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held August 7, 2018 in the Council Chambers of the City of Bentonville; and,

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 14, 2018

Submitted by:

Shellie Kerr

Department

Planning Services

Phone

271-5997

ACTION REQUIRED:

City Council approval of a budget adjustment to recognize revenue awarded in the form of a donation from Walmart Stores Inc. in the amount of \$25,000 to leverage city funds for the purchase of 450 trees for the City of Bentonville's 6th Annual Tree Planting Blitz on November 2, 2018.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount \$0

☐ One time amount

☒ Continuing O and M

Previously Budgeted	\$	35,000
Funds Expended to Date		
Remaining Budget		35,000
Budget Adjustment		25,000
Remaining After Adjustment	\$	60,000

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





Date of Request: August 14, 2018

Justification:

FOR ACTING USE ONLY

Date: _____ Date entered: _____ By: _____



MEMO



To: Mayor Bob McCaslin, City Council
From: Shelli Kerr, AICP, Community & Economic Development Director
CC Date: August 14, 2018
Re: Budget adjustment to recognize Walmart donation for 2018 Tree Planting Blitz

City Council approval of budget adjustment to recognize revenue awarded in the form of a donation from Walmart Stores, Inc. in the amount of \$25,000 to leverage city funds for the purchase of trees for the City of Bentonville's 6th Annual Tree Planting Blitz on November 2, 2018.

The Tree Planting Blitz, now in its sixth year, involves donations and volunteers to make an immediate impact on the environment and aesthetics of Bentonville by planting a large number of trees on public property. The 2018 project is the purchase and planting of 450 trees in 10 varieties.

Thank you for your consideration. Please contact me if you have questions or want to discuss in more detail at (479) 271-5997 or skerr@bentonvillear.com.

From: Shelli Kerr
Sent: Wednesday, August 01, 2018 4:03 PM
To: 'Michael Lindsey'
Cc: Jon Stanley
Subject: RE: EXT: FW: 2018 Bentonville Tree Blitz

We greatly appreciate this donation! Thank you!

From: Michael Lindsey
Sent: Wednesday, August 01, 2018 3:38 PM
To: Shelli Kerr
Subject: Re: EXT: FW: 2018 Bentonville Tree Blitz

A check has been requested. Should have it in a month
Thanks,
Michael Lindsey

On Aug 1, 2018, at 3:37 PM, Shelli Kerr wrote:
Hi Mr. Lindsey,

You indicated that we should reach out to you this month to follow up on our request for a \$25,000 donation for the Bentonville Tree Blitz. We look forward to hearing from you! We appreciate your support of this event.

Thank you,
Shelli

From: Shelli Kerr
Sent: Monday, July 16, 2018 12:55 PM
To: 'Michael Lindsey'
Subject: RE: EXT: FW: 2018 Bentonville Tree Blitz

Wonderful!! Thank you! We appreciate you and Walmart! I will email you early August.

Thank you,
Shelli

From: Michael Lindsey
Sent: Monday, July 16, 2018 10:36 AM
To: Shelli Kerr
Subject: Re: EXT: FW: 2018 Bentonville Tree Blitz

We will help for sure. Can you send me an email next month and I will request a check for \$25k. We are limited in what we can submit each month and I've already exceeded my limit this month.

Thanks,
Michael Lindsey

On Jul 16, 2018, at 10:33 AM, Shelli Kerr wrote:
Hi Mr. Lindsey,

Following up on the email below. Have you had an opportunity to consider a donation for this year's Bentonville Tree Blitz? We appreciate any way in which Walmart can help support this event.

Thank you,
Shelli

From: Shelli Kerr
Sent: Thursday, July 05, 2018 1:59 PM
To: Michael Lindsey Subject: 2018 Bentonville Tree Blitz

Mr. Lindsey,

For several years, Walmart has generously supported Bentonville's Tree Blitz event with a \$25,000 donation. We plan to hold this event again this year, in partnership with the Bentonville Parks Conservancy, on Friday, November 2.

Troy Galloway has reached out to you in the past, but he is currently on military leave. In his place, I would like to ask if Walmart would be willing to make the same donation to support this year's Tree Blitz. (If you are no longer the correct person regarding this request, could you please provide me with contact information for the right person?) We

would greatly appreciate Walmart being a partner in this event.

Thank you so much for your past support and for your consideration of a donation this year.

Shelli

Shelli Kerr, AICP

Planning Services Manager

City of Bentonville, Arkansas



August 9, 2018

To: City Council Members & City Clerk

From: Mayor Bob McCaslin

Subject: Appointment of Brian Burke to the Northwest Arkansas Regional
Airport Authority Board of Directors

I recommend Brian Burke for appointment to the Northwest Arkansas Regional Airport Authority Board of Directors. Mr. Burke is filling Art Formanek's unexpired term that will end on December 31, 2018.

A handwritten signature in blue ink, appearing to be 'BM' with a flourish, representing Bob McCaslin.

Bob McCaslin

From. Assistant to the Mayor

Sent. Thursday, July 26, 2018 8:44 AM

To. Mayor McCaslin

Subject. message from Art Formanek

Mayor,

Art Formanek gave us verbal notification that he was relocating necessitating his resignation from the NWA Regional Airport Authority Board of Directors. His term is set to expire on 12/31/18. We will need to appoint a replacement for him to fill his unexpired term.

Thank you,

Karilea

RECEIVED JUL 18 2018



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

FOR OFFICE USE ONLY

Board / Commission Appointed to:

Date of Appointment:

Term Expires:

Terminate:

Replaced:

APPLICANT INFORMATION

Name

If married, spouse's name:

Home Address

City Zip Code

Home/Cell Phone

Business Phone

Email Address

Occupation

Employer

Length of Residency in Bentonville

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

REFERENCES

Name

Phone

Email

Name

Phone

Email

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

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

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

I have experience from other boards in dealing with facilities management, including maintenance and parking. As an attorney, I have experience in a wide variety of business, planning, and other civil matters. I also have experience in front of regulatory agencies which would lend itself to dealing with regulations that pertain to the airport and its operations. I work well in a board setting, do my homework, and try to bring thoughtful comments and questions to meetings.

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

Until contacted about this appointment by the mayor, I was unaware that the XNA Board was an appointed position. In speaking to persons associated with the board, the work would appear to be unique and interesting. It is work that serves the NWA area as a whole. As a life-long resident of this area, I think I could provide sound service to the Board, keeping in mind the region's past while being aware of the transportation needs caused by the region's exceptional growth and economy.

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

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



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 14, 2018

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Fire Department Staff is requesting Council approve \$160,296.87 to Sunbelt Fire for repairs to a 1999 ladder truck. These repairs will extend the life of this truck.

COST TO CITY:

Cost of this Request: \$160,297

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	135,000
Funds Expended to Date		
Remaining Budget		135,000
Budget Adjustment		25,297
Remaining After Adjustment	\$	160,297

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>8/14/2018</u>		
Requested by:	<u>Brent Boydston</u>		
Department:	<u>Fire</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Aerial Fire Truck</u>		
Year & Model:	<u>1999, 75' Aerial Fire Truck</u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Sunbelt Fire</u>		
	<u>8050 McGowin Drive</u>		
	<u>Fairhope, AL. 36532</u>		
Amount:	Base Amount:	\$	<u>147,062.00</u>
	Tax:	\$	<u>13,236.00</u>
	*Other:		<u></u>
	TOTAL	\$	<u>160,298.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
The truck had to be repaired by the manufactures representative. Sunbelt is E-ONE's service center for Arkansas.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-18-99			



Inter-office Memorandum

To: Mayor McCaslin and City Council
From: Brent Boydston, Fire Chief
CC: Camille Thompson, Staff Attorney, Jake Harper, Finance Director, Jessica Thurman, Asst. Finance Director
Date: August 14, 2018
Re: Truck 2 Repairs

Fire Department Staff recommends Council approve a budget adjustment and repairs Sunbelt Fire performed on Truck 2. Total cost is \$160,296.87; \$135,000.00 was budgeted in the 2018. Staff is also asking for a budget adjustment in the amount of \$25,297.00.

With a 20 year-old vehicle, the original estimate was based on previous experience by the repair facility. During the course of repair, items were encountered that needed to be added to the work order. The increased cost includes additional labor and parts for the following, but not limited too.

1. Metal shavings in the transfer case requiring a rebuild.
2. After the intercom wiring was replaced, the electronics had to be replaced.
3. The Dash mount brackets were broken and not reusable.
4. PTO drive shaft for new generator.
5. Additional engine work to resolve smoke and power issue.
6. Front end rebuild.
7. Repair aerial hydro-swivel.
8. Remanufacture of some repair parts.

CUSTOMER #: 3924
UNIT# T2

115522



INVOICE

BENTONVILLE FIRE DEPT
800 SW A ST
BENTONVILLE, AR 72712
HOME: CONT:479-271-3151
BUS: 479-271-3151 CELL:

DUPLICATE 1
PAGE 1

8050 McGowin Dr.
Fairhope, AL 36532
(251) 928-9917 - (800) 642-8484
(251) 928-9933 Fax
www.sunbeltfire.com

SERVICE ADVISOR: 463 KENDAL LOPER

COLOR	YEAR	MAKE/MODEL		VIN	LICENSE	MILEAGE IN / OUT		TAG
	99	E-ONE PUMPER		4EN3AAA81X1000095		69188/69188		T20095
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED		PO NO.	RATE	PAYMENT	INV. DATE
01JAN99 DD		01JAN2000	11:45 02AUG18		1	0.00	CHG	20JUL18
R.O. OPENED		READY		OPTIONS: DLR:687098 1) SO#120095 2) TRUCK T-2				

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A Transportation charge to move truck from Bentonville to Fairhope and return to Bentonville after repairs are complete

99-000-0001 Transportation charge to move truck from Bentonville to Fairhope and return to Bentonville after repairs are complete

456CLROK
467CLROK

6 92390 7/16X2

SUBL Fee to drive truck back to Bentonville

CLROK

SUBL ATC TOWING SUBLET

CLROK

7 TRANSPORTATION CHARGES

B Rebuild complete front end and have alignment done after rebuilding

99-000-0001 Rebuild complete front end and have alignment done after rebuilding

408CLROK
456CLROK
467CLROK

2	EO374929-003 SCKT END FOR ASSIST CYL MALE	445.01	445.01	890.02
1	EO512765 TB CROSS ASSY ROCKWELL	498.70	387.11	387.11
1	EO252720 DRAGLINK ASSY 31.5 NOM VERT OF	607.07	546.07	546.07
2	370048A SEAL	60.58	60.58	121.16
2	6461A BEARING	88.35	88.35	176.70
2	555S BEARING	88.81	88.81	177.62
2	552A RACE	23.36	23.36	46.72
2	6420 RACE	48.53	48.53	97.06
1	PKP2995 KING PIN KIT	696.11	696.11	696.11
1	FRT FREIGHT	22.00	22.00	22.00

5

#408 started removing front wheels to help #467 with front end.

The original factory warranty constitutes all of the warranties with respect to the sale of products installed on or service of this apparatus or piece of equipment. Sunbelt Fire Inc hereby expressly disclaims all warranties either verbally implied, including any implied warranty of merchantability, or fitness for a particular purpose. Sunbelt Fire Inc provides a 30 day warranty on labor we perform in the act of repairing or installing components on said apparatus or piece of equipment. Sunbelt Fire Inc neither assumes nor authorizes any other person to assume for it any liability in connection with the sale or service of this apparatus or piece of equipment other than herein expressed.

TERMS: DUE
UPON RECEIPT
OF THIS
INVOICE

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER SIGNATURE_____

CUSTOMER #: 3924
UNIT# T2

115522



INVOICE

BENTONVILLE FIRE DEPT
800 SW A ST
BENTONVILLE, AR 72712

DUPLICATE 1
PAGE 2

8050 McGowin Dr.
Fairhope, AL 36532
(251) 928-9917 - (800) 642-8484
(251) 928-9933 Fax
www.sunbeltfire.com

HOME: CONT: 479-271-3151
BUS: 479-271-3151 CELL:

SERVICE ADVISOR: 463 KENDAL LOPER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
	99	E-ONE PUMPER	4EN3AAA81X1000095		69188/69188	T20095	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN99 DD		01JAN2000	11:45 02AUG18	1	0.00	CHG	20JUL18
R.O. OPENED		READY	OPTIONS: DLR:687098 1) SO#120095 2) TRUCK T-2				

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

05/02/18 #408 help Joe #467 with king pins 05/03/18 #467 adjust and install tie rod assembly and drag link and king pins
#456 5/10/2018 Pulled the grease covers off of both front wheels to get to the wheel bearings. When trying to remove the races from the hub they were seized up and had to be heated to be removed. Installed new races and bearings packed with grease and adjusted to spec.

C Remove and install new hydraulic generator system and test operation
99-000-0001 Remove and install new hydraulic generator system and test operation

456CLROK
465CLROK
402CLROK
467CLROK

			4025.00	4025.00
1 HU06*0LPG-16R/A-+11010-15-0* GENSET	9969.66	7250.00	7250.00	
S/N: E181963				
1 FRT FREIGHT	232.12	232.12	232.12	
FEDEX FRT 4542380043				
1 HPFR800-4812 DIGITAL METER KIT				0.00
S/N: 540624				
1 HUDR1R0-01/1A HYDRAULIC PUMP				0.00
S/N: E181611				
8 7094 HOSE	16.11	16.11	128.88	
16 70392 HOSE	9.74	9.74	155.84	
1 G25174-0808 FITTING	35.99	35.99	35.99	
1 G25179-0808 FITTING	34.49	34.49	34.49	
2 G25170-0808 FITTINGH	15.74	15.74	31.48	
1 G25170-1216 FITTING	32.99	32.99	32.99	
1 G25179-1216 FITTING	89.99	89.99	89.99	
1 92337 SCREW 3/8X1-1/4	3.30	3.30	3.30	
2 92340 3/8X2 SS BOLT	2.25	2.25	4.50	
1 EO386127-20095 PTO SHAFT -20095	519.91	519.91	519.91	
1 FRT FREIGHT	160.28	160.28	160.28	

The original factory warranty constitutes all of the warranties with respect to the sale of products installed on or service of this apparatus or piece of equipment. Sunbelt Fire Inc hereby expressly disclaims all warranties either verbally implied, including any implied warranty of merchantability, or fitness for a particular purpose. Sunbelt Fire Inc provides a 30 day warranty on labor we perform in the act of repairing or installing components on said apparatus or piece of equipment. Sunbelt Fire Inc neither assumes nor authorizes any other person to assume for it any liability in connection with the sale or service of this apparatus or piece of equipment other than herein expressed.

TERMS: DUE
UPON RECEIPT
OF THIS
INVOICE

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER SIGNATURE _____

CUSTOMER #: 3924
UNIT# T2

115522

INVOICE

BENTONVILLE FIRE DEPT
800 SW A ST
BENTONVILLE, AR 72712
HOME: CONT:479-271-3151
BUS: 479-271-3151 CELL:

DUPLICATE 1
PAGE 3



SERVICE ADVISOR: 463 KENDAL LOPER

COLOR	YEAR	MAKE/MODEL		VIN		LICENSE	MILEAGE IN / OUT		TAG
	99	E-ONE PUMPER		4EN3AAA81X1000095			69188/69188		T20095
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED		PO NO.		RATE	PAYMENT	INV. DATE
01JAN99 DD		01JAN2000	11:45 02AUG18		1		0.00	CHG	20JUL18
R.O. OPENED		READY		OPTIONS: DLR:687098 1)SO#120095 2)TRUCK T-2					
13:59 29MAR18		10:53 20JUL18							

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
SUBL		Gulf Coast	Drivetrain				
			CLROK			90.00	90.00

5 #465 Removed hydraulic generator pump.#467 install new generator and wired in, tested to ensure working properly all in good working order

D Repair all ladder lights (replace aerial hydro motion swivel)

99-000-0001 Repair all ladder lights (replace
aerial hydro motion swivel)
408CLROK
467CLROK

			4600.00	4600.00
1	EO321188	SWVL 4 WATER 8-HYD 14 ELEC	20400.00	14661.81 14661.81
1	FRT FREIGHT		128.98	128.98 128.98
1	DT06-4S	PLUG 4-WIRE	1.83	1.83 1.83
1	W4S	WEDGE LOCK, DEUTSCH 4 SOCKET	0.26	0.26 0.26
1	DT04-4P	RECEPT 4-WIRE	2.48	2.48 2.48
1	W4P	PLUG WEDGE	0.26	0.26 0.26

5 #408 help #467 start removing old swivel from aerial. 06/13/18
#408 help #467 again with swivel removal and prep to reinstall new swivel. 06/14/18 #467 6/14/18 remove old swivel re-pined swivel and started to wire loom new wires #467 6/18 18 install swivel and water way test swivel for leaks no leaks at this time repair complete. #408 help #467 with swivel install. 06/18/18

E Repair low voltage and engine shut down warning alarms as needed

99-000-0001 Repair low voltage and engine shut
down warning alarms as needed
467CLROK

			1035.00	1035.00
1	CM4980324	SENSING TUBE	31.03	31.03 31.03
1	CM5394261	REPAIR CONNECTOR	31.89	31.89 31.89
1	FRT FREIGHT		18.14	18.14 18.14
12	L0462-203-08141	SOCKET, 8-10	7.01	7.01 84.12
4	L0460-204-08141	PIN, 8-10	4.41	4.41 17.64

The original factory warranty constitutes all of the warranties with respect to the sale of products installed on or service of this apparatus or piece of equipment. Sunbelt Fire Inc hereby expressly disclaims all warranties either verbally implied, including any implied warranty of merchantability, or fitness for a particular purpose. Sunbelt Fire Inc provides a 30 day warranty on labor we perform in the act of repairing or installing components on said apparatus or piece of equipment. Sunbelt Fire Inc neither assumes nor authorizes any other person to assume for it any liability in connection with the sale or service of this apparatus or piece of equipment other than herein expressed.

TERMS: DUE
UPON RECEIPT
OF THIS
INVOICE

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER SIGNATURE_____

CUSTOMER #: 3924
UNIT# T2

115522



INVOICE

BENTONVILLE FIRE DEPT
800 SW A ST
BENTONVILLE, AR 72712

DUPLICATE 1
PAGE 4

HOME: CONT:479-271-3151
BUS: 479-271-3151 CELL:

SERVICE ADVISOR: 463 KENDAL LOPER

COLOR	YEAR	MAKE/MODEL		VIN		LICENSE	MILEAGE IN / OUT		TAG
	99	E-ONE PUMPER		4EN3AAA81X1000095			69188/69188		T20095
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED		PO NO.	RATE	PAYMENT	INV. DATE	
01JAN99 DD		01JAN2000	11:45 02AUG18		1	0.00	CHG	20JUL18	
R.O. OPENED		READY		OPTIONS: DLR:687098 1)SO#120095 2)TRUCK T-2					
13:59 29MAR18		10:53 20JUL18							

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
6	L0460-204-12141	PIN, 12-14			0.83	0.83	4.98
5	#467 6/19/18	Made repairs to all low voltage alarms and engine shut down alarm					

F Repair right outrigger to operate correctly (outrigger seizes up remdomly)

99-000-0001 Repair right outrigger to operate correctly (outrigger seizes up remdomly)
467CLROK

1150.00 1150.00

5 467 checked the operation of the right side outrigger and found it not operating correctly do to a electrical wiring issue. Made repairs wiring to the outrigger and tested operation with no issues after repairs were make.

G Replace both aerial lift cylinders with new factory reman cylinders
99-000-0001 Replace both aerial lift cylinders with new factory reman cylinders

408CLROK
456CLROK
467CLROK

1840.00 1840.00

2 EO383671 CYL HYD 5 BORE 30 CLEV MT 4436.42 3286.53 6573.06
2 EOS-630001 PAINT REPL DR 1119.94 1119.94 2239.88
1 FRT FREIGHT 350.37 350.37 350.37

5 #408 set the ladder in cradle with blocks to support remove old lift cylinders and cleaned parts move fittings from old cylinders to new cylinders. Assisted #456 with new cylinder install. #408 Installed new cylinders lubricated and check operation 05/02/18

H Repair all air leaks as needed

99-000-0001 Repair all air leaks as needed
467CLROK

1380.00 1380.00

5 #467 6/19/18 Traced and inspected air system, found and repair air leaks on unit. All air leaks found and repaired are holding

The original factory warranty constitutes all of the warranties with respect to the sale of products installed on or service of this apparatus or piece of equipment. Sunbelt Fire Inc hereby expressly disclaims all warranties either verbally implied, including any implied warranty of merchantability, or fitness for a particular purpose. Sunbelt Fire Inc provides a 30 day warranty on labor we perform in the act of repairing or installing components on said apparatus or piece of equipment. Sunbelt Fire Inc neither assumes nor authorizes any other person to assume for it any liability in connection with the sale or service of this apparatus or piece of equipment other than herein expressed.

TERMS: DUE
UPON RECEIPT
OF THIS
INVOICE

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER SIGNATURE_____

CUSTOMER #: 3924
UNIT# T2

115522



INVOICE

BENTONVILLE FIRE DEPT
800 SW A ST
BENTONVILLE, AR 72712

DUPLICATE 1
PAGE 5

HOME: CONT:479-271-3151
BUS: 479-271-3151 CELL:

SERVICE ADVISOR: 463 KENDAL LOPER

COLOR	YEAR	MAKE/MODEL		VIN		LICENSE	MILEAGE IN / OUT		TAG
	99	E-ONE PUMPER		4EN3AAA81X1000095			69188/69188		T20095
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED		PO NO.	RATE	PAYMENT	INV. DATE	
01JAN99 DD		01JAN2000	11:45 02AUG18		1	0.00	CHG	20JUL18	
R.O. OPENED		READY		OPTIONS: DLR:687098 1)SO#120095 2)TRUCK T-2					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
pressure air leaks. Other leaks found at air tank, pump road switch and air solenoids for heat controls, made repairs and inspected for leaks with none noted.							

I Replace water way valve with new valve

99-000-0001 Replace water way valve with new valve

465CLROK

1725.00 1725.00

1 EO388972 VLV 3.0 BDY AKR 8830 THICK SP

464.78 453.04 453.04

7 #465 Removed and replaced waterway valve as requested per customer and checked operation.

J Replace all six seat assemblies in cab with new seat assemblies

99-000-0001 Replace all six seat assemblies in cab with new seat assemblies

402CLROK

456CLROK

465CLROK

467CLROK

3277.50 3277.50

2 EO715119 DRIVER/OFF AIR SEAT

1694.00 1395.06 2790.12

2 EO715120 FLIP CUSHION FWD FACING

343.35 282.76 565.52

2 EO715121 SEAT BACK FWD FC SCBA

1103.30 908.60 1817.20

2 EO715122 REAR FC SEAT SCBA

1565.84 1289.51 2579.02

1 FRT FREIGHT

182.70 182.70 182.70

16 A210501 1/4X3/4 SS PHIL TH MACH SCREW

0.90 0.90 14.40

16 93624 1/4 SS NYL NUT

0.90 0.90 14.40

36 93765 FLAT WASHERS

2.79 2.79 100.44

16 93624 1/4 SS NYL NUT

0.90 0.90 14.40

16 A210501 1/4X3/4 SS PHIL TH MACH SCREW

0.90 0.90 14.40

32 93765 FLAT WASHERS

2.79 2.79 89.28

1 EO715736 BOLSTER RH PAC GREY

212.76 212.76 212.76

1 EO715737 HEAD REST PAC GREY

217.63 217.63 217.63

1 EO522555-001 PAD ARM BLK KIT

165.04 165.04 165.04

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SUBLET AMOUNT	
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TOTAL CHARGES	
LESS INSURANCE	
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R.O. OPENED READY OPTIONS: DLR:687098 1)SO#120095 2)TRUCK T-2

13:59 29MAR18 10:53 20JUL18

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
1	EO1005803-001		FRAME SEAT BOS 450		413.97	413.97	413.97
1	EO706167-001		SHROUD SEAT BACK BOSTROM		162.42	162.42	162.42
1	EO516124-006		SEAT COV KIT LH BACK GRY VINYL		144.69	144.69	144.69
1	FRT FREIGHT				65.56	65.56	65.56
1	FRT FREIGHT				75.50	75.50	75.50
1	EO542480		ENG COV BLNKT C2 GRY M11		1530.00	1530.00	1530.00
1	FRT FREIGHT				42.71	42.71	42.71
2	EO386154		LT WEL PUMP PNL RECT CLR 21CP		21.69	21.69	43.38
18	EO431595*11*		GRAY RIVET FOR INTERIOR		1.90	1.90	34.20

5 #465 05/31/18 Removed 6 old seat assemblies and replaced with new; Remove and replace dog house coverings and trim components

K Repair engine head spacing causing black smoke as needed

99-000-0001 Repair engine head spacing causing black smoke as needed

467CLROK

862.50 862.50

5 Retrieved codes and observed and found low voltage codes which were explained by battery activity being affected by long term down time. Road tested multiple times, inspected fuel and exhaust system, connectors to pollution control system. Found no abnormal operation. It is expected that during exhaust cleaning process there will be black smoke from time to time when driven due to long idle times that the truck experiences during it's operation as fire fighting equipment. No problems detected at this time.

L Replace all dash mount bolts and repair dash as needed

99-000-0001 Replace all dash mount bolts and repair dash as needed

408CLROK

467CLROK

1817.00 1817.00

200	EO431595*11*	GRAY RIVET FOR INTERIOR	1.90	1.90	380.00
50	EO379303	SCREW 10-32X.75 TORX PAN BLK	3.57	3.21	160.50
50	EO271735	NUT 10-32 RUBR WELL-NUT	3.57	3.21	160.50

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R.O. OPENED: 13:59 29MAR18 READY: 10:53 20JUL18 OPTIONS: DLR:687098 1)SO#120095 2)TRUCK T-2

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
1	EO620528*11*	CNSL	R84/21	GRY	1105.26	1080.80	1080.80
1	EO620535*11*	DASH	RH/CTR C2	R84/21 GRAY	766.17	766.17	766.17
1	EO620537*11*	DASH	DR CTR C2	R84/21 GRY	122.21	122.21	122.21
1	EO620536*11*	DASH	DRIVERS C2	R84 21 GRY	1437.83	1437.83	1437.83
1	FRT	FREIGHT			75.50	75.50	75.50

5 #408 #467 06/04/18 Removed and replaced dash and replace all mounting bolts and hardware.

M Replace all water way seals from hydro motion swivel to tip of ladder
99-000-0001 Replace all water way seals from
hydro motion swivel to tip of ladder
408CLROK
467CLROK

1 EO566293-005 KIT SEAL AMITY W/WAY HP75 1049.84 1049.84 1049.84
5 remove and reseal water way clean water way pipes and lubricated
operated ladder to ensure water way slides with out binding all ok

N Repair complete aerial intercom system (replace all controls and speakers)
99-000-0001 Repair complete aerial intercom
system (replace all controls and speakers)
456CLROK
408CLROK
467CLROK

1 EO460042 INTCM 3 STATION REMOTE (AER) 771.05 771.05 771.05
1 EO460040 INTCM 3 STATION BASE (AER)-DP 799.17 718.90 718.90
1 EO460033 SPKR FED ATKINSON DYNAMICS 16 534.57 534.57 534.57
2 EO460032 SPKR 16 OHM FOOT MT 507.38 507.38 1014.76
1 FRT FREIGHT 116.34 116.34 116.34
1 FRT FREIGHT 138.68 138.68 138.68

5 #456 Removed panel off of the side of the truck to access the intercom controls. Replaced the speaker and control unit. #456 #467

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R.O. OPENED		READY	OPTIONS: DLR:687098 1)SO#120095 2)TRUCK T-2				

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

Assisted in the way that this intercom system was wired. #467 wired
intercom properly so all speakers work test system all working properly

O Replace all cab dash wiring harness

99-000-0001 Replace all cab dash wiring harness

456CLROK

467CLROK

408CLROK

					8625.00	8625.00	
1	EO577037	HARN CAB C2 FRT ENG		5856.46	5856.46	5856.46	
1	FRT FREIGHT			78.13	78.13	78.13	
2	9325PK	ZIP TIE		8.98	8.98	17.96	
8	31800	10X11/16 SS FENDER WASHER		0.60	0.60	4.80	
2	64D34	PAN HD PH SCREW		0.42	0.35	0.70	
10	CT14B	CABLE TIE 14"		1.35	1.13	11.30	
2	219032	1/4X2 SS PHIL TH MACH SCREW		1.59	1.59	3.18	
6	93611	7/16-14 HEX NUT		1.05	1.05	6.30	
6	93767	18-8 SS FLAT WASHER		2.25	2.25	13.50	
3	93767	18-8 SS FLAT WASHER		2.25	2.25	6.75	
3	93779	7/16 LOCK WASHER		0.45	0.45	1.35	
5	C625190	10-24X3/4 SS PHIL TH MACH SCREW		0.45	0.45	2.25	
5	93605	NUT, SS 10-24		0.45	0.45	2.25	
8	31800	10X11/16 SS FENDER WASHER		0.60	0.60	4.80	
8	L0462-209-16141	SOCKET, 16-14		1.96	1.96	15.68	
3	DT04-4P	RECEPT 4-WIRE		2.48	2.48	7.44	
3	DT06-4S	PLUG 4-WIRE		1.83	1.83	5.49	
8	W4S	WEDGE LOCK, DEUTSCH 4 SOCKET		1.26	1.26	10.08	
8	W4P	PLUG WEDGE		1.26	1.26	10.08	
1	CC4867	STRAIGHT PLUG		17.22	14.35	14.35	
1	DT06-12SA	PLUG, DT, 12-WAY A KEY		6.17	6.17	6.17	
1	DT04-12PA	RECEPT, DT, 12-WAY A KEY		5.49	5.49	5.49	
24	L0460-215-16141	PIN, 16-14		1.76	1.76	42.24	
12	L0462-209-16141	SOCKET, 16-14		1.96	1.96	23.52	
1	W12S	WEDGE,DT PLUG 12-WAY		1.51	1.51	1.51	

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SALES TAX	
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DUPLICATE 1
PAGE 9

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COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
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01JAN99 DD		01JAN2000	11:45 02AUG18	1	0.00	CHG	20JUL18
R.O. OPENED		READY	OPTIONS: DLR:687098 1)SO#120095 2)TRUCK T-2				
13:59 29MAR18		10:53 20JUL18					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
2	W12P	WEDGE,DT	RECEPT	12-WAY	1.51	1.51	3.02
1	EO1-S-253094-004	HARN	TURN	SIGNAL-STRG COLUM	192.05	192.05	192.05

5 #467 REMOVE OVER HEAD CONSOLE, REMOVE HEAD LINER IN FRONT AND REMOVE DASH TO GAIN ACCESS TO CAB WIRING HARNESS. #456 ASSISTED IN ROUTING WIRING INTO THE CAB. #408 pulled wiring. 05/17/18#467 5/18/18 reinstall new wiring harness reinstall rear panels and test lights and a/c all working properly at this time. Reinstall front upper panel all lights and a/c working properly at this time can not go any further until the rest of parts arrive #408 assisted with over head console, and dash wiring . 05/30/18 467#5/31/18 finished install wiring harness and installing all new over head and dash panels #467 wired under cab reinstall fender liners and air filter assembly.

P Rebuild complete pump assembly with new pump shaft / impeller assembly and all seals and gaskets

99-000-0001 Rebuild complete pump assembly with new pump shaft / impeller assembly and all seals and gaskets

408CLROK
467CLROK

		4600.00	4600.00
1	HP516-0182-51-0 QSMG-10.5 PACKING IMP ASSY -	8962.00	8962.00
1	FRT FREIGHT	75.17	75.17
1	3152X4 PIPE HEX HEAD PLUG	3.72	3.10
1	HP104598 ELBOW SWL 90 1/8 MPT X 1/4POH	5.10	4.59
2	92386 7/16 X 1 1/4 BOLT	5.25	10.50
4	92358 1/2 X 1 1/2 BOLT	2.70	10.80

5 #408 set truck up on jacks drain transfer case fluid, remove the drive shafts and lines and hoses and wiring, remove pump and transfer case assembly and removed pump shaft and impeller assembly, cleaned parts. 04/25/18 Disassembled transfer case found the slide gear has drive teeth ground off and flaking damaging the out put shaft and found metal in transfer case, also the speed counter drive gear broke . advised Kendell of findings. 05/01/18 #408 install new impeller and

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LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
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pump shaft assembly all new bearings packing and new seals and gaskets
and o-rings reinstall all in truck, install transfer case and all drive
lines and new transfer case oil and lubricated drive line. 05/24/18
transfer case rebuild was performed on line Y for story. 05/24/18 #467
6/26/18 pump test unit pump test passed

Q Replace both cab lift cylinders and change fluid and filter

99-000-0001 Replace both cab lift cylinders and
change fluid and filter

465CLROK

690.00 690.00

2 EO544648 CYL HYD CAB TILT C2,H2 & M2

967.71 870.50 1741.00

7 #465 Removed and replaced both cab lift cylinders per customer
request

R Replace rear beacon lights with Whelen LED lights per the customers
choice

99-000-0001 Replace rear beacon lights with
Whelen LED lights per the customers choice

456CLROK

467CLROK

1380.00 1380.00

1 WEB6MMARP MODEL B6MM, AMBER/RED

1120.00 896.00 896.00

1 WEB6MMRRP MODEL B6MM, RED/RED

1120.00 896.00 896.00

5 #467 6/13/18 Removed and replaced beacon lights, wired in and
tested all working properly

S Install front cab corner mini Freedom LED light bars

99-000-0001 Install front cab corner mini Freedom
LED light bars

408CLROK

467CLROK

920.00 920.00

1 WEF4NMINI FREEDOM 4 MINI NFPA LTBAR PAIR

3306.00 3205.80 3205.80

5 #408 #467 remove upper cab warning lights and start installing

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LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
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the new upper warning lights.05/31/18 #467 disassemble upper warning lights in order for lights to work properly and reassemble with lights in proper location tap holes and mount new light bars and test all ok

T 12-B15000-S30 - BRAKES, FRONT DISC, SHOP - REMOVE & INSTALL NEW

66-T04000-F50 12-B15000-S30 - BRAKES, FRONT DISC,

SHOP - REMOVE & INSTALL NEW

457CLROK

467CLROK

287.50 287.50

2 EO515243-003 BRK OVERHAUL KIT FOR AXLE

326.59 243.51 487.02

2 EO515243-002 DRUM FOR AXLE # 515243

672.30 498.05 996.10

7 # 457 Removed and replaced front left hand side front brakes. #

467 Remove and replace right hand side front brakes and drums and adjust brakes on both sides

U Replace all shocks

99-000-0001 Replace all shocks

408CLROK

230.00 230.00

2 EO240620 SHOCK ABSORBER 1.75 BORE

179.37 161.35 322.70

#408 install one shock on front driver side of truck. 05/02/18 #408

install new shock on front passenger side of truck. 05/25/14

V Replace all driveshaft u-joints

99-000-0001 Replace all driveshaft u-joints

465CLROK

575.00 575.00

4 EO360138 U-JOINT KIT 1710 SER 5-280X

146.74 146.74 586.96

#465 Replaced all 5 driveshaft u-joints as requested per customer

W Replace driveline carrier bearing

99-000-0001 Replace driveline carrier bearing

465CLROK

115.00 115.00

1 EO299251-001 CB 1710 DVLN

242.10 242.10 242.10

#465 removed old carrier bearing and replaced with new one

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BENTONVILLE, AR 72712

DUPLICATE 1
PAGE 12



HOME: CONT:479-271-3151
BUS: 479-271-3151 CELL:

SERVICE ADVISOR: 463 KENDAL LOPER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	99	E-ONE PUMPER	4EN3AAA81X1000095		69188/69188	T20095

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN99 DD		01JAN2000	11:45 02AUG18	1	0.00	CHG	20JUL18

R.O. OPENED READY OPTIONS: DLR:687098 1)SO#120095 2)TRUCK T-2

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

X Replace all aerial cables and adjust after installing and running aerial

99-000-0001 Replace all aerial cables and adjust after installing and running aerial

408CLROK

456CLROK

467CLROK

1725.00 1725.00

1 EO488506 KIT CABLE HP75

3956.17 3758.76 3758.76

5 #456 6/5/2018 Helped joe move ladder and raise cab to access transmission to see where its leaking from. #467 6/6/18 start to remove all cables #467 6/13/18 remove and replace all cables and adjust all cables run ladder and test. #408 help #467 replace ladder cables..

Y** Discovery of metal in fluid/led to discovery of VPS Shifter damaged.

200 Discovery of metal in fluid/led to discovery of VPS Shifter damaged.

408CLROK

467CLROK

690.00 690.00

1 HP507-0110-54-0 G/QHD VPS CONVERSION

670.53 670.53 670.53

2 HP046-5130-00-0 GASKET ZSF-W292

4.12 3.60 7.20

1 HP028-0041-50-0 FORK REPLACEMENT KIT

247.20 247.20 247.20

1 HP546-0870-10-0 LG/SG/XLG GRBX BRG RPLCMNT

KIT

1131.97 1018.77 1018.77

1 HP031-0970-00-0 G SLIDING GEAR(41T)

1037.21 933.49 933.49

1 HP537-1750-00-0 G TAIL SHAFT

1500.71 1350.64 1350.64

1 HP048-0070-00-0 ZSF-118 SPEEDCOUNTER BUSHING

13.39 12.05 12.05

1 HP031-0170-00-0 ZSF-204 S'COUNTER DRIVE GEAR

94.76 85.28 85.28

-1 HP546-0370-53-0 VPS/KPS POWER SHIFT & CNTL

KIT

42.23 38.01 -38.01

1 FRT FREIGHT

16.16 16.16 16.16

1 FRT FREIGHT

12.15 12.15 12.15

The original factory warranty constitutes all of the warranties with respect to the sale of products installed on or service of this apparatus or piece of equipment. Sunbelt Fire Inc hereby expressly disclaims all warranties either verbally implied, including any implied warranty of merchantability, or fitness for a particular purpose. Sunbelt Fire Inc provides a 30 day warranty on labor we perform in the act of repairing or installing components on said apparatus or piece of equipment. Sunbelt Fire Inc neither assumes nor authorizes any other person to assume for it any liability in connection with the sale or service of this apparatus or piece of equipment other than herein expressed.

TERMS: DUE
UPON RECEIPT
OF THIS
INVOICE

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER SIGNATURE_____

CUSTOMER #: 3924
UNIT# T2

115522

INVOICE

BENTONVILLE FIRE DEPT
800 SW A ST
BENTONVILLE, AR 72712
HOME: CONT:479-271-3151
BUS: 479-271-3151 CELL:

DUPLICATE 1
PAGE 13



SERVICE ADVISOR: 463 KENDAL LOPER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	99	E-ONE PUMPER	4EN3AAA81X1000095		69188/69188	T20095

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN99 DD		01JAN2000	11:45 02AUG18	1	0.00	CHG	20JUL18

R.O. OPENED	READY	OPTIONS:
13:59 29MAR18	10:53 20JUL18	DLR:687098 1)SO#120095 2)TRUCK T-2

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
1	FRT	FREIGHT			60.99	60.99	60.99
1	HP104914	ELBOW SWL 45 1/8 MPT X 1/4POH			7.14	6.43	6.43

5 #408 clean t-case and all parts. rebuild using new bearings and seals and orings, new shift shaft and fork, new out put flange and new 41T slide gear clean and paint reinstall . 05/23/18

Z** Relocate traffic control device with radios in center upper console
200 CUSTOMER PAY
467CLROK
402CLROK

1	FRT	FREIGHT			18.74	18.74	18.74
1	EO544646	PNL OHEAD AL CTR BLANK C2			316.63	316.63	316.63
8	EO379303	SCREW 10-32X.75 TORX PAN BLK			3.57	3.57	28.56
8	31604	NUT, SS KEPS 10			0.45	0.45	3.60
2	31605	NUT, SS KEPS 1/			0.60	0.60	1.20
8	EO271735	NUT 10-32 RUBR WELL-NUT			3.57	3.57	28.56

5 7/12-13 #402 Cut out overhead center panel and mount VHF radio and traffic advisor. Install well-nuts in overhead console for center panel.

AA**A/C BLOWS HOT
200 CUSTOMER PAY
465CLROK
467CLROK

1	EO498339	FAN COND SGM W/RADIO SUPP			438.52	438.52	438.52
8	31801	1/4X1 SS FENDER WASHER			0.60	0.60	4.80

5 #465 07/05/18 Pulled a vacuum on ac system and added 8lbs of refrigerant, 8oz of pag oil and dye to the system to check for leaks.#467 7/16 18 a/c system not working no compressor and no condenser fans working ,check out condenser fans not working no ground to fans ,drop over head console in order to inspect wiring, and found wiring harness pinned incorrectly ,re-pinned wiring harness to properly

The original factory warranty constitutes all of the warranties with respect to the sale of products installed on or service of this apparatus or piece of equipment. Sunbelt Fire Inc hereby expressly disclaims all warranties either verbally implied, including any implied warranty of merchantability, or fitness for a particular purpose. Sunbelt Fire Inc provides a 30 day warranty on labor we perform in the act of repairing or installing components on said apparatus or piece of equipment. Sunbelt Fire Inc neither assumes nor authorizes any other person to assume for it any liability in connection with the sale or service of this apparatus or piece of equipment other than herein expressed.

TERMS: DUE
UPON RECEIPT
OF THIS
INVOICE

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER SIGNATURE_____

CUSTOMER #: 3924
UNIT# T2

115522



INVOICE

BENTONVILLE FIRE DEPT
800 SW A ST
BENTONVILLE, AR 72712

DUPLICATE 1
PAGE 14

HOME: CONT:479-271-3151
BUS: 479-271-3151 CELL:

SERVICE ADVISOR: 463 KENDAL LOPER

COLOR	YEAR	MAKE/MODEL		VIN		LICENSE	MILEAGE IN / OUT		TAG
	99	E-ONE PUMPER		4EN3AAA81X1000095			69188/69188		T20095
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED		PO NO.	RATE	PAYMENT	INV. DATE	
01JAN99 DD		01JAN2000	11:45 02AUG18		1	0.00	CHG	20JUL18	
R.O. OPENED		READY		OPTIONS: DLR:687098 1)SO#120095 2)TRUCK T-2					
13:59 29MAR18		10:53 20JUL18							

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
operate condenser fans. Found left side condenser shorted; ordered and replaced left side condenser fan- now fans work as designed. At this point the compressor was not engaging; troubleshoot and determined compressor wiring was not supplying signal to compressor. Inspected connector and found a pinned incorrectly, corrected and reconnected signal wire-Compressor operates; re-tested system and cools normally							

AB**WHEN BRAKES ARE DEPRESSED, ELIGHTS COME ON THE REAR WHEN BRAKE LIGHTS COME ON							
200 CUSTOMER PAY							
467CLROK						517.50	517.50
5 #467 7/12/18 check out turn signals come on when brakes are depressed called e-one to get wiring diagram and was sent the wrong drawing called back got the right drawing and found factory harness was pin backwards repined complete head light tail light and turn signal harness reinstall and test all working properly now							

EST: 133,223.17 29MAR18 13:59 SA: 463

EST: 0.00 02APR18 10:40 SA: 463

EST: 1,486.61 26APR18 13:33 SA: 463

EST: 161,796.61 19JUL18 11:27 SA: 463
CONTACT: .

CUSTOMER PAY SHOP SUPPLIES FOR REPAIR ORDER 295.20
Make upgrades to HP 75' Quint
per customer's request

The original factory warranty constitutes all of the warranties with respect to the sale of products installed on or service of this apparatus or piece of equipment. Sunbelt Fire Inc hereby expressly disclaims all warranties either verbally implied, including any implied warranty of merchantability, or fitness for a particular purpose. Sunbelt Fire Inc provides a 30 day warranty on labor we perform in the act of repairing or installing components on said apparatus or piece of equipment. Sunbelt Fire Inc neither assumes nor authorizes any other person to assume for it any liability in connection with the sale or service of this apparatus or piece of equipment other than herein expressed.

TERMS: DUE
UPON RECEIPT
OF THIS
INVOICE

DESCRIPTION	TOTALS
LABOR AMOUNT	52083.50
PARTS AMOUNT	90042.64
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	4640.00
MISC. CHARGES	295.20
TOTAL CHARGES	147061.34
LESS INSURANCE	0.00
SALES TAX	13235.53
PLEASE PAY THIS AMOUNT	160296.87

CUSTOMER SIGNATURE _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH SUNBELT FIRE FOR CERTAIN REPAIRS TO A FIRE DEPARTMENT LADDER TRUCK AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Sunbelt Fire for certain repairs to a 1999 ladder truck in an amount not to exceed \$160,296.87 as set forth in the attached Exhibit A.

Section 2: Because Sunbelt Fire is the designated service center for the manufacturer in the region and because these repairs must be made by the designated center, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 14, 2018

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Fire Department Staff recommends Council approve a budget adjustment in the amount of \$25,297.00 for the repairs to a ladder truck.

COST TO CITY:

Cost of this Request: \$160,297

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	135,000
Funds Expended to Date		
Remaining Budget		135,000
Budget Adjustment		25,297
Remaining After Adjustment	\$	160,297

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





Budget Adjustment #
(Assigned by Admin)

Department: Fire

Date of Request: August 14, 2018

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
010-2020-422.74-20	Captial Vehicle		\$ 25,297.00	\$ (25,297.00)
	General Fund	\$ 25,297.00		\$ 25,297.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ 25,297.00	\$ 25,297.00	\$ -

Justification:

Repairs to a ladder truck to extend the life of a 20 year old truck as a reserve.

FOR ACTING USE ONLY

Council Action: Approved Disapproved Other

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

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





CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	18-034
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

August 14, 2018

Submitted by:

Preston Newbill

Department

Water

Phone

271-3142

ACTION REQUIRED:

Recommend Mayor and City Council award the bid for two utility beds to Davis Trailer & Truck Equipment for \$22,900.00 plus tax. This is a 2018 budgeted item.

COST TO CITY:

Cost of this Request: \$22,900

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	90,000
Funds Expended to Date		64,340
Remaining Budget		25,660
Budget Adjustment		-
Remaining After Adjustment	\$	25,660

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: August 3, 2018

TO: **City Council, Mayor McCaslin**

FROM: Preston Newbill, Water Utilities Manager

RE: **Bid award for 2 Utility Beds**

The Water Utilities Department is requesting Council to award the bid for two utility beds to Davis Trailer & Truck Equipment for \$22,900.00 plus tax. These two utility beds will go on the two new 1-Ton cab and chassis trucks that are replacing two existing trucks. The 2018 budget included \$90,000 to replace the two 1-ton utility trucks. The two trucks purchase totaled \$64,340 leaving \$25,660 to purchase the utility beds.

DAVIS

TRAILER & TRUCK EQUIPMENT, INC.

P.O. Box 4129 • 7609 Colonel Glenn • Little Rock, Arkansas 72214-4129
(501) 562-6295 • In Ark. 1-800-482-9484 • Out of Ark. 1-800-233-1335

July 13, 2018

Mr. Preston Newbill
Utilities Manager
City of Bentonville
Water Utilities Department
111 West Central Avenue
Bentonville, AR 72712
Ph: 479-271-3140

Dear Mr. Newbill:

Attached is our quote for furnishing and installing two RKI Model L60DW94 service bodies on your trucks. The price includes all features which are requested in the specifications. The bumper will be reinforced to tow up to 20,000#s. The ladder rack will actually support up to 900#s. It is built with 1 1/2" X 3/16" wall square tubing instead of the 11 gauge (slightly less than 1/8") wall tubing in standard ladder racks. The equipment we have quoted meets or exceeds all specifications. Delivery will be within seventy-five working days (eleven weeks) of receiving an order from you. We will need each truck for five working days to install and paint the service body. The price is firm for 180 days provided a purchase order is issued by 10/13/18.

I have enclosed the factory literature on the RKI service body. It is a quality product and is comparable or superior to other brands available in this market area. The unit is fully undercoated. The compartments have automotive bulb type door seals. All hardware is stainless steel. All sheet metal is galvalume (zinc coated) for erosion resistance. The package will serve you well.

I hope this information is useful. If you have questions, please call me at 1-800-233-1335 or 1-501-562-6295. I have enclosed a copy of this letter and quote with the bid packet submitted to purchasing.

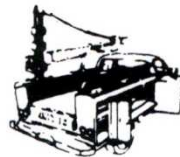
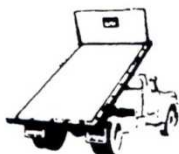
Thank you for the opportunity to quote. I hope to hear from you soon.

Sincerely,

Chester D. Mercer
President

CM:kl

Enclosures



DAVIS TRAILER & TRUCK EQUIPMENT, INC.

P.O. Box 4129 • 7609 Colonel Glenn • Little Rock, Arkansas 72214-4129
(501) 562-6295 • In Ark. 1-800-482-9484 • Out of Ark. 1-800-233-1335

QUOTATION NUMBER 13031

QUOTE DATED: 07/13/18
EXPIRES ON: 10/31/18

CITY OF BENTONVILLE-WATER UTILITIES DEPARTMENT
ATTN: MR. PRESTON NEWBILL-WATER UTILITIES MANAGER
111 WEST CENTRAL AVENUE
BENTONVILLE, AR 72712

RE: IPB-18-034

F.O.B.: LITTLE ROCK, AR

PHONE: 479-271-3140

EMAIL: pnewbill@bentonvillear.com

FAX: 479-271-3137

ENTERED BY	SALESPERSON	CONTACT	SHIP VIA	ESTIMATED DELIVERY	INVOICE TERMS
KL	CHET MERCER	MR. PRESTON NEWBILL	CUSTOMER	75 DAYS ARO	NET 10 DAYS
QTY	DESCRIPTION			UNIT PRICE	EXT. PRICE
2	RKI MODEL L60DW94			11,450.00	22,900.00

RKI MODEL L60DW94: HEAVY DUTY 108" LONG X 94" WIDE
SERVICE BODY
39" TALL BY 20" DEEP COMPARTMENTS
108" X 54" OPEN LOAD AREA
COMPARTMENTS AND SHELVING PER CUSTOMER'S SPECIFICATIONS
TAILGATE PER CUSTOMER'S SPECIFICATIONS
ALL L.E.D. LIGHTING
STAINLESS STEEL ROTARY LATCHES
HEAVY DUTY LADDER RACK PER SPECIFICATIONS
HEAVY DUTY REAR BUMPER PER SPECIFICATIONS
REINFORCED FOR PIPE VISE AND MECHANICS VISE
2" CLASS RECEIVER HITCH TUBE

ADDITIONAL EQUIPMENT:
SEVEN-WAY LIGHT CORD TO RV SOCKET IN BUMPER
HEAVY DUTY D-RINGS ON BUMPER FOR SAFETY CHAIN ATTACHMENT

OUR SALES AND USE TAX NUMBER IS 00138724-SLS

THE ABOVE EQUIPMENT MEETS OR EXCEEDS THE SPECIFICATIONS PROVIDED BY THE CUSTOMER.

OTHER INFORMATION:
THE PRICE INCLUDES COMPLETE INSTALLATION, MUDFLAPS, D.O.T. LIGHTING FOR THE SERVICE BODY AND ONE COLOR PAINT TO MATCH TRUCK CAB. THE PRICE IS FIRM FOR 180 DAYS PROVIDED A PURCHASE ORDER IS ISSUED BY 10/31/18.

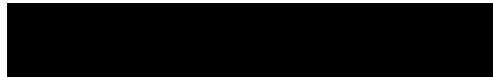
ACCEPTED. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Please refer to Quotation Number when placing your order.

QUOTE TOTAL: \$ 22,900.00

Date of Acceptance: _____

Firm: _____

By: _____



IFB-18-034
Service Body for Water Dept
Bid Opening Time and Date
July 17, 2018 @ 2:00 PM

Company	Bid Amount
Davis Trailer & Truck Equipment	\$ 22,900.00



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 14, 2018

Submitted by: Ellen Norvell

Department: Engineering

Phone: 271-3191

ACTION REQUIRED:

A Resolution setting a public hearing for August 28, 2018 for an Alley ROW Vacation requested by Terry Ging between Lot 1 & Lot 15/16 of Cooks Addition.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

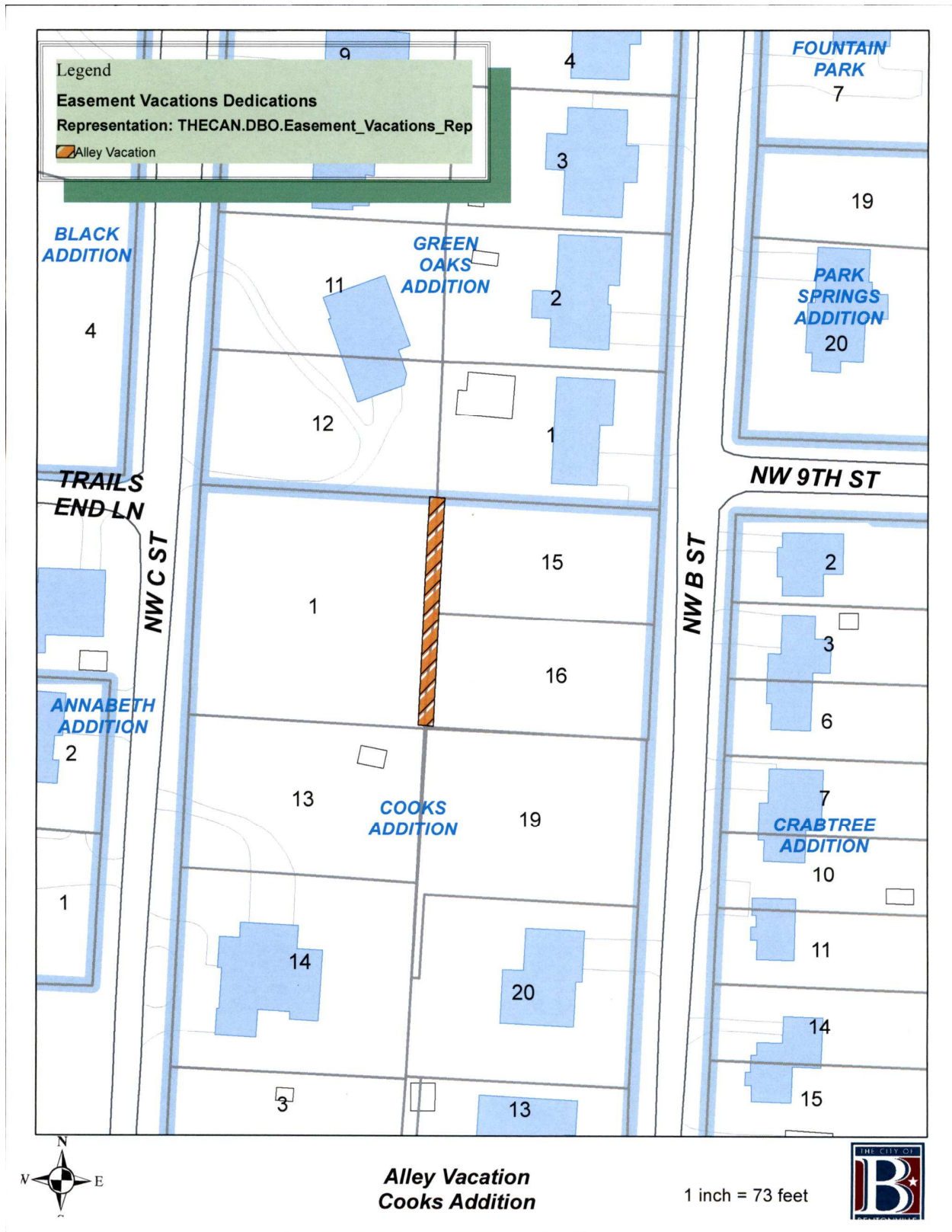
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





RESOLUTION NO. _____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Terry Ging requesting Alley Right-of-Way Vacation within the City of Bentonville, Arkansas be vacated, which said street right of way is described as follows:

APART OF AN EXISTING BUT UNSUED ALLEYWAY BEING:

A 10 FOOT WIDE ALLEY LOCATED BETWEEN LOTS 15 & 16 IN BLOCK 1 COOKS ADDITION AT 813 & 815 NW B STREET AND TRACT 1 IN BLOCK 1 COOKS ADDITION AT 900 NW C STREET ALL IN BENTONVILLE, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A FOUND PIN FOR THE SW CORNER OF LOT 1 GREEN OAKS ADDITION, THENCE S87°19'26"E 5.00 FEET TO THE NW CORNER OF LOT 15 COOKS ADDITION, THENCE S02°47'13"W 148.91 FEET TO THE SE CORNER OF LOT 16 COOKS ADDITION, THENCE N86°47'57"W 5.00 FEET, THENCE N86°56'07"W 5.00 FEET TO THE EAST LINE OF TRACT 1, THENCE N02°47'13"E 148.91 FEET TO THE NE CORNER OF TRACT 1 COOKS ADDITION, THENCE S87°19'20"E 5.00 FEET TO THE POINT OF BEGINNING.

WHEREAS, Ark. Code Ann. Section 14-301-302(c) provides that the City Council shall by resolution fix a day for the hearing of the petition and shall direct the City Clerk and Recorder to give notice of the meeting, by publication, once per week for two (2) consecutive weeks in some newspaper published in and having general circulation in Bentonville, Benton County, Arkansas.

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to vacate the above described Alley Right-of-Way is set for a hearing August 28, 2018 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved, and adopted the _____ day of _____ 2018 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Linda Spence, City Clerk
Bentonville, Arkansas

Bob McCaslin, Mayor
City of Bentonville, Arkansas



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 14, 2018

Submitted by:

Ellen Norvell

Department

Airport

Phone

271-3168

ACTION REQUIRED:

Staff requests City Council approval accepting a grant in the amount of \$160,312.00 from the State of Arkansas Department of Aeronautics and a budget adjustment for the Runway Rehabilitation Project for the Bentonville Municipal Airport. Project was estimated at \$200,390.00 and includes Construction, Engineering, and Inspection.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount \$0

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





Budget Adjustment #
(Assigned by Admin)

Department: Engineering

Date of Request: August 6, 2018

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
010-1650-334.10-00	State Grant	\$160,312.00		\$ 160,312.00
010-1650-465.79-30	Runway Rehabilitation		\$200,390.00	\$ (200,390.00)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ 160,312.00	\$ 200,390.00	\$ (40,078.00)

Justification:

Budget adjustment for accepting additional funds from the Arkansas Department of Aeronautics for the construction of the Runway Rehabilitation Project at the Bentonville Municipal Airport, to include Engineering, Inspection and Construction.

FOR ACTING USE ONLY

Council Action: Approved Disapproved Other _____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memorandum

To: City Council, Mayor McCaslin

From: Ellen Norvell, City Engineer

Date: Monday, August 06, 2018

Re: State of Arkansas Department of Aeronautics Grant Acceptance



Staff requests City Council approval of a budget adjustment and acceptance of a grant in the amount of \$160,312 from the State of Arkansas Department of Aeronautics. The grant will allow for the construction of Runway Rehabilitation Project at the Bentonville Municipal Airport.

Thank you for your consideration of this request.



ASA HUTCHINSON
GOVERNOR

COMMISSIONERS

Jay Brain
Rogers

Will Dawson
Clinton

Michael Hutchins
DeValls Bluff

Sam Jackson
Blytheville

Clark W. Mason
Little Rock

Edward R. Sanders
Hot Springs

Lloyd Wofford
Jonesboro

STATE OF ARKANSAS
DEPARTMENT OF AERONAUTICS

2315 Crisp Drive • Hangar 8
Little Rock, Arkansas 72202-4402
Telephone: (501) 376-6781 • Fax: (501) 378-0820



JERRY CHISM
DIRECTOR

July 18, 2018

Chuck Chadwick
Airport Manager
Bentonville Municipal Airport
117 West Central Avenue
Bentonville, AR 72712

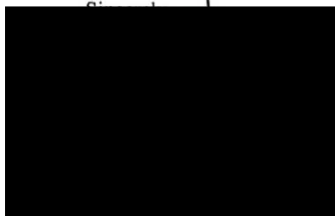
Dear Mr. Chadwick:

During the July 18, 2018 meeting of the Arkansas Aeronautics Commission, an 80-20% Grant Request was approved for Bentonville Municipal Airport. The request approved provides funding in the amount of \$160,312.00 for runway crack seal and coat, rubber removal, and temporary and final remarking.

This grant has been assigned as Grant #3713-18 for identification purposes. When corresponding with our office regarding this project, please be sure to use this number. Contact us immediately if you will not be able to complete the project for amount approved. ***The Commission will not be responsible for any additional project costs unless this Agency has received notification in advance.***

The Commission has asked that we call your attention to Page Three (3) of your Application for State Airport Aid. ***This project should be started immediately and completed within one year.*** Please notify us if circumstances beyond your control prevent completion within the allotted time, otherwise, the grant may be canceled.

Payment of this grant will be made upon completion of your project. Please remember that grant funds are contingent upon the Department's appropriation for the fiscal year. Request payment of this grant in writing and include your documentation for the project at that time.



State Representative Jim Dotson

JC:lr



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 14, 2018

Submitted by:

Chuck Chadwick

Department

Airport

Phone

271-3168

ACTION REQUIRED:

Staff recommends and requests City Council award a bid to Custom Pavement, by resolution authorizing the Mayor to enter into the contract(s) in an amount \$176,890 plus any reasonable and necessary change orders not to exceed an additional 10% of the overall contract price, for the construction of the Runway Rehabilitation Project at the Bentonville Municipal Airport.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount \$0

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memorandum



To: City Council, Mayor McCaslin
From: Ellen Norvell, City Engineer
Date: Monday, August 06, 2018
Re: Bid Award to Custom Pavement Maintenance and Safety, LLC

Staff requests award of the bid for the construction of the Runway Rehabilitation Project at the Bentonville Municipal Airport to Custom Pavement Maintenance and Safety, LLC. Sealed bids were opened on June 26, 2018. Custom Pavement Maintenance and Safety, LLC was the lowest responsible bidder. Garver has checked the bids for accuracy and for compliance with the contract documents and recommends that the construction contract for the VBT Runway Rehabilitation Project be awarded to Custom Pavement Maintenance and Safety, LLC.

The City has been awarded an 80/20 grant from the State of Arkansas Department of Aeronautics toward the VBT runway rehabilitation project. Therefore, the City will receive 80% reimbursement. The City's responsibility will be 20%.

Staff further request a resolution authorizing the Mayor to enter into a contract(s) in the original bid amount of \$176,890.00 plus any reasonable and necessary change orders not to exceed an additional 10% of the overall contract price.

Thank you for your consideration of this request.



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

July 23, 2018

Mr. Chuck Chadwick
City of Bentonville
3200 SW Municipal Drive
Bentonville, AR 72712

Re: Bentonville Municipal Airport
Runway Rehabilitation
Recommendation of Award

Dear Mr. Chadwick

Bids were received for the "VBT Runway Rehabilitation" project at Bentonville City Hall at 2:00PM local time on June 26, 2018. The bids have been checked for accuracy and for compliance with the contract documents. A tabulation of the bids received is enclosed with this letter.

A total of two bids were received on the project. Custom Pavement Maintenance and Safety, LLC submitted the low bid for the project in the amount of \$91,120.00 for Schedule 1 and \$176,890.00 for Schedule 2. The Engineer's Opinion of Probable Cost was \$145,000.00 for Schedule 1 and \$210,000.00 for Schedule 2.

We believe that the bid submitted for Schedule 2 by Custom Pavement Maintenance and Safety, LLC represents a good value for the City of Bentonville. Contingent upon City Council approval, we recommend that the construction contract for the "VBT Runway Rehabilitation" project be awarded to Custom Pavement Maintenance and Safety, LLC.

Please call me if you have any questions.

Sincerely,

GARVER, LLC

Digitally signed by Adam White
Date: 2018.07.23 06:47:05-05'00'

Adam White, P.E.
Project Manager

Attachments: Bid Tabulation

L:\2018\18041195 - VBT Runway Rehabilitation\Correspondence\Outgoing\Chadwick 2018-07-23 Recommendation of Award.docm

**BENTONVILLE MUNICIPAL AIRPORT
RUNWAY REHABILITATION
BID TABULATION - SCHEDULE 1
BID OPENING: JUNE 26, 2018; 2:00PM**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		Custom Pavement Maintenance		Maxwell Asphalt Sealing Specialists	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	SS-120-3.1	Site Preparation	LS	1	\$15,400.00	\$15,400.00	\$3,500.00	\$3,500.00	\$20,000.00	\$20,000.00
2	SS-481-5.1	Coal-Tar Sealer	SY	0	\$1.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	P-101-5.1a	Minor Crack Repair (Less than 1/2")	LF	2,000	\$1.50	\$3,000.00	\$1.50	\$3,000.00	\$6.75	\$13,500.00
4	P-101-5.1b	Moderate Crack Repair (Greater than 1/2")	LF	200	\$3.00	\$600.00	\$5.00	\$1,000.00	\$10.75	\$2,150.00
5	P-101-5.2	Paint and Rubber Removal	SF	33,000	\$2.50	\$82,500.00	\$0.94	\$31,020.00	\$1.55	\$51,150.00
6	P-620-5.1	Temporary Runway and Taxiway Painting	SF	0	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7	P-620-5.2 (Reflective)	Final Runway and Taxiway Painting	SF	23,000	\$1.50	\$34,500.00	\$1.70	\$39,100.00	\$1.55	\$37,950.00
8	P-620-5.3 (Reflective)	Final Runway and Taxiway Painting (Non-Reflective)	SF	9,000	\$1.00	\$9,000.00	\$1.50	\$13,500.00	\$1.55	\$14,850.00
TOTALS						\$145,000.00		\$91,120.00		\$139,600.00

Corrected Prices



**BENTONVILLE MUNICIPAL AIRPORT
RUNWAY REHABILITATION
BID TABULATION - SCHEDULE 2
BID OPENING: JUNE 26, 2018; 2:00PM**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		Custom Pavement Maintenance		Maxwell Asphalt Sealing Specialists	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	SS-120-3.1	Site Preparation	LS	1	\$14,300.00	\$14,300.00	\$9,000.00	\$9,000.00	\$20,000.00	\$20,000.00
2	SS-481-5.1	Coat-Tar Sealer	SY	35,000	\$1.50	\$52,500.00	\$2.05	\$71,750.00	\$2.75	\$96,250.00
3	P-101-5.1a	Minor Crack Repair (Less than 1/2")	LF	2,000	\$1.50	\$3,000.00	\$1.50	\$3,000.00	\$4.75	\$9,500.00
4	P-101-5.1b	Moderate Crack Repair (Greater than 1/2")	LF	200	\$3.00	\$600.00	\$5.00	\$1,000.00	\$6.75	\$1,350.00
5	P-101-5.2	Paint and Rubber Removal	SF	33,000	\$2.50	\$82,500.00	\$0.94	\$31,020.00	\$1.55	\$51,150.00
6	P-620-5.1	Temporary Runway and Taxiway Painting	SF	22,000	\$1.00	\$22,000.00	\$0.96	\$21,120.00	\$1.25	\$27,500.00
7	P-620-5.2	Final Runway and Taxiway Painting (Reflective)	SF	23,000	\$1.50	\$34,500.00	\$1.70	\$39,100.00	\$1.25	\$28,750.00
8	P-620-5.3	Final Runway and Taxiway Painting (Non-Reflective)	SF	600	\$1.00	\$600.00	\$1.50	\$900.00	\$1.65	\$990.00
TOTALS						\$210,000.00		\$176,890.00		\$235,490.00

Corrected Prices



**BENTONVILLE MUNICIPAL AIRPORT
RUNWAY REHABILITATION
AS-BID BUDGET - SCHEDULE 2
(Marking and Pavement Rehabilitation)**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	SS-120-3.1	Site Preparation	LS	1	\$9,000.00	\$9,000.00
2	SS-481-5.1	Coal-Tar Sealer	SY	35,000	\$2.05	\$71,750.00
3	P-101-5.1a	Minor Crack Repair (Less than 1/2")	LF	2,000	\$1.50	\$3,000.00
4	P-101-5.1b	Moderate Crack Repair (Greater than 1/2")	LF	200	\$5.00	\$1,000.00
5	P-101-5.2	Paint and Rubber Removal	SF	33,000	\$0.94	\$31,020.00
6	P-620-5.1	Temporary Runway and Taxiway Painting	SF	22,000	\$0.96	\$21,120.00
7	P-620-5.2	Final Runway and Taxiway Painting (Reflective)	SF	23,000	\$1.70	\$39,100.00
8	P-620-5.3	Final Runway and Taxiway Painting (Non-Reflective)	SF	600	\$1.50	\$900.00

TOTAL CONSTRUCTION COST **\$176,890.00**

ADMINISTRATION COSTS **\$1,000.00**

ARCHITECTURAL ENGINEERING COSTS

Design Services	\$ 8,000.00
Bidding Services	\$ 4,500.00

TOTAL ARCHITECTURAL ENGINEERING COSTS **\$ 12,500.00**

TOTAL PROJECT INSPECTION COSTS **\$ 10,000.00**

TOTAL PROJECT COST **\$200,390.00**

PROJECT FUNDING		TOTAL
Arkansas Department of Aeronautics (80%; \$250,000 Max)	\$	160,312.00
City of Bentonville (Remaining)	\$	40,078.00
TOTAL PROJECT FUNDING	\$	200,390.00



010600 - CONTRACT

THIS AGREEMENT made this _____ day of _____, _____, by and between
Custan Pavement Maintenance and Safety, LLC a Corporation
organized and existing under the laws of the State of Arkansas hereinafter called the
"Contractor", and City of Bentonville, hereinafter called the "Owner".

W I T N E S S E T H:

That the Contractor and the Owner for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for the construction of **VBT Runway Rehabilitation** in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price. The Owner will pay the Contractor, because of his performance of the Contract, for the total quantities of work performed at the lump sum and unit prices stipulated in the Proposal for SCHEDULE 2 subject to additions, and deductions as provided in the SPECIAL PROVISIONS.

ARTICLE 3. Contract Time. The Contractor agrees to begin work within ten (10) calendar days after issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the within three (3) consecutive calendar days thereafter for Schedule 1 and within five (5) consecutive calendar days thereafter for Schedule 2 (except as modified in accordance with the SPECIAL PROVISIONS of these Contract Documents). If the Contractor shall fail to complete the work within the time specified, he and his Surety shall be liable for payment to the Owner, as disincentive ascertained and agreed, and not in the nature of a penalty, the amount specified in SPECIAL PROVISIONS of these Contract Documents for each day of delay. To the extent sufficient in amount, disincentives shall be deducted from the payments to be made under this Contract.

ARTICLE 4. Contract. The executed Contract Documents shall consist of the following:

- a. Executed Agreement
- b. Addenda (if any)
- c. Advertisement for Bids
- d. Instructions to Bidders
- e. Proposal
- f. Statement of Bidder's Qualifications
- g. List of Proposed Subcontractors
- h. Performance and Payment Bonds
- i. General Provisions
- j. Special Provisions
- k. Technical Specifications
- l. Supplemental Specifications
- m. Drawings
- n. Certificates of Insurance and Insurance Policies
- o. Third Party Insurance

This Contract together with other Documents enumerated in this Article 4, which said other Documents are as fully a part of the Contract Documents as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Contract conflicts with any provision of any other component part, the conflict shall be resolved by the Engineer whose decision shall be

VBT Runway Rehabilitation

010600-1

18041195

final.

ARTICLE 5. Surety. The Surety on the Performance and Payment Bonds shall be a surety company of financial resources satisfactory to the Owner, authorized to do business in the State of the Project, and shall comply with applicable state laws.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in three (3) counterparts, each of which shall be considered an original on the day and year first written.

Contractor: Custom Pavement Maintenance + Safety

Attest:

Julie Becker
Print Name

Clayton M. Grill
Print Name and Title Owner

P.O. Box 435

Van Buren, AR 72957
Address

Owner: City of Bentonville

Attest:

Signature

Print Name

By:

Signature

Print Name and Title

Address



AIA Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

Custom Pavement Maintenance & Safety, LLC
PO Box 435
Van Buren, Arkansas 72957

SURETY:
(Name, legal status and principal place of business)

SureTec Insurance Company
1330 Post Oak Blvd. Suite 1100
Houston, TX 77056

OWNER:
(Name, legal status and address)

City of Bentonville
117 West Central Avenue
Bentonville, Arkansas 72712
CONSTRUCTION CONTRACT

Date:

Amount: \$ One Hundred Seventy-six Thousand Eight Hundred Ninety And No/100THS Dollars (\$176,890.00)

Description:

(Name and location) VBT Runway Rehabilitation

BOND
Date:

(Not earlier than Construction Contract Date)

Amount: \$ One Hundred Seventy-six Thousand Eight Hundred Ninety And No/100THS Dollars (\$176,890.00)

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company:
Signature:
Name:
Title:

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY
Company:
Signature:
Name:
Title:

Elizabeth Solomon, Attorney-In-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

BHC Insurance
P.O. Box 3529
Fort Smith, Arkansas 72913
(479) 452-4000

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Garver Engineers
2049 E Joyce Blvd, Suite 400
Fayetteville, AR 72703
(479) 527-9100

ADDITIONS AND DELETIONS:

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

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Elizabeth Solomon, Janice A. Butler, Marty C. Clark, Scott R. Clark, Shannon C. Schmidly, Mary Ann Justice, W. Scott Whittenberg

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2018 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President and its corporate seal to be hereto affixed this 3rd day of November, A.D. 2017.

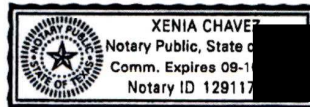
SURETEC INSURANCE COMPANY

By: _____

State of Texas SS:
County of Harris



On this 3rd day of November, A.D. 2017 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this _____, A.D.

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION
Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

Limitation on Bond Penalty Increase

Notwithstanding any provision in the bonds or subcontract to the contrary, the penal sum of this Bond shall automatically be adjusted to reflect the additive or deductive amounts of all change orders issued to the Subcontract; provided, however, that Obligor shall notify Surety if an individual change order increases the Subcontract Price by more than 10%, and, if at any point the aggregate amount of all change orders increases the Subcontract Price by more than 35% of the Subcontract Price, the Surety's consent shall be required to increase the penal sum of this Bond in excess of 35% of the Subcontract Price, such consent not to be unreasonably withheld. The failure to provide the required notice shall not release Surety from its obligations to the extent of the bond penalty in force prior the change that required such notice.



AIA Document A312™ – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

Custom Pavement Maintenance & Safety, LLC
PO Box 435
Van Buren, Arkansas 72957

SURETY:
(Name, legal status and principal place of business)

SureTec Insurance Company
1330 Post Oak Blvd. Suite 1100
Houston, TX 77056

OWNER:
(Name, legal status and address)

City of Bentonville
117 West Central Avenue
Bentonville, Arkansas 72712

CONSTRUCTION CONTRACT
Date:

Amount: \$ One Hundred Seventy-six Thousand Eight Hundred Ninety And No/100THS Dollars (\$176,890.00)

Description:

(Name and location) VBT Runway Rehabilitation

BOND
Date:

(Not earlier than Construction Contract Date)

Amount: \$ One Hundred Seventy-six Thousand Eight Hundred Ninety And No/100THS Dollars (\$176,890.00)

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company:
Custom:
Signature:
Name:
Title:

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY
Company:
(Corporate Seal)
Signature:
Name:
Title:

Elizabeth Solomon, Attorney-In-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
BHC Insurance
P.O. Box 3529
Fort Smith, Arkansas 72913
(479) 452-4000
OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
Garver Engineers
2049 E Joyce Blvd, Suite 400
Fayetteville, AR 72703
(479) 527-9100
ADDITIONS AND DELETIONS:

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

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ *(Corporate Seal)*

Signature: _____ **N/A**

Name and Title: _____

Address: _____

SURETY

Company: _____ *(Corporate Seal)*

Signature: _____ **N/A**

Name and Title: _____

Address: _____

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Elizabeth Solomon, Janice A. Butler, Marty C. Clark, Scott R. Clark, Shannon C. Schmidly, Mary Ann Justice, W. Scott Whittenberg

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2016 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of November, A.D. 2017.

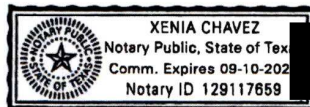
SURETEC INSURANCE COMPANY

By: _____

State of Texas ss:
County of Harris



On this 3rd day of November, A.D. 2017 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this _____, A.D.

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION
Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

Limitation on Bond Penalty Increase

Notwithstanding any provision in the bonds or subcontract to the contrary, the penal sum of this Bond shall automatically be adjusted to reflect the additive or deductive amounts of all change orders issued to the Subcontract; provided, however, that Obligor shall notify Surety if an individual change order increases the Subcontract Price by more than 10%, and, if at any point the aggregate amount of all change orders increases the Subcontract Price by more than 35% of the Subcontract Price, the Surety's consent shall be required to increase the penal sum of this Bond in excess of 35% of the Subcontract Price, such consent not to be unreasonably withheld. The failure to provide the required notice shall not release Surety from its obligations to the extent of the bond penalty in force prior the change that required such notice.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY
CLERK TO ENTER INTO A CONTRACT WITH CUSTOM
PAVEMENT MAINTENANCE AND SAFETY, LLC FOR
THE RUNWAY REHABILITATION PROJECT AT THE
BENTONVILLE MUNICIPAL AIRPORT**

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into a contract with Custom Pavement Maintenance and Safety, LLC for Runway Rehabilitation Project at the Bentonville Municipal Airport.

Section 2: That the Mayor is hereby authorized to enter into reasonable and necessary change orders not to exceed an additional 10% of the overall contract price.

Section 3: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2014.

APPROVED:

Bob McCaslin, Mayor

ATTEST:

Linda Spence, City Clerk



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 14, 2018

Submitted by:

Chuck Chadwick

Department

Airport

Phone

418-8675

ACTION REQUIRED:

A resolution seeking Council approval to authorize the Mayor to execute a Right of Way to Utility Corridor as it relates to the placement of a natural gas supply line onto airport property as part of an existing utility infrastructure project at Bentonville Municipal Airport.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



M E M O R A N D U M

DATE: August 6, 2018

TO: **City Council, Mayor McCaslin**

FROM: Chuck Chadwick, Airport Manager

RE: A resolution seeking Council approval to authorize the Mayor to execute a Right of Way to Utility Corridor as it relates to the placement of a natural gas supply line onto airport property as part of an existing utility infrastructure project at Bentonville Municipal Airport.

Said document has been approved by Adam White with Garver Engineers and Chuck Chadwick, contracted Airport Manager for the City of Bentonville.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A RIGHT OF WAY TO UTILITY CORRIDOR AS IT RELATES TO THE PLACEMENT OF A NATURAL GAS SUPPLY LINE ONTO AIRPORT PROPERTY AS PART OF AN EXISTING UTILITY INFRASTRUCTURE PROJECT AT THE BENTONVILLE MUNICIPAL AIRPORT

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to execute a right of way to utility corridor as it relates to the placement of a natural gas supply line onto airport property as part of an existing utility infrastructure project at the Bentonville Municipal Airport.

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

PASSED and APPROVED this _____ day of _____, 2018.

APPROVED:

Bob McCaslin, Mayor

ATTEST:

Linda Spence, City Clerk



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 14, 2018

Submitted by:

Bryan Wick

Department

Engineering

Phone

696-0227

ACTION REQUIRED:

Staff requests City Council approval allowing the Mayor to enter into an amended agreement with FTN Associates, Ltd. to resume the study along Tributary 2 to Little Osage Creek. Amendment 3 adds additional study area, surveying, and a providing FEMA with a LOMR for the section of stream being evaluated.

COST TO CITY:

Cost of this Request: \$8,500.00

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memorandum



To: Mayor and City Council
From: Bryan Wick, Project Manager
Date: Monday, August 06, 2018
Re: Amendment 3 for Tributary 2 Drainage Project (T2WEST)

In February of 2013, the City of Bentonville contracted with FTN Associates, Ltd to perform a drainage study and drainage improvement project design of Tributary 2 to Little Osage Creek. The extents of the study were to include the stretch of stream from Featherston Rd. to SW "I" street. Once the study commenced, it was discovered that errors exist in the effective hydraulic model for the current FEMA flood hazard area maps.

The original contract with FTN Associates was executed in February 2013 for \$170,460. Amendment #1 to the contract was in May 2013 for an additional \$10,000. The first amendment added the hydraulic study of the existing stream and effective hydraulic model for tributary 2 to Little Osage Creek from SW I street to Featherston Rd. Amendment #2 to the contract was in September 2013 for an additional \$22,100.00. The second amendment extended the study downstream to the confluence with Little Osage Creek.

This project was then placed on hold until some of the other projects during this timeframe could be evaluated and/or completed. Now, staff is seeking to resume the project and is asking for an Amendment #3 to the contract for an additional \$8,500.00. This amendment will extend the study from the confluence of Little Osage to the regulatory FEMA floodplain mapping (project reach) which is approximately a total of 30,500 ft. A Letter of Map Revision (LOMR) will then be submitted to FEMA for evaluation and approval.

In addition to a request for Amendment #3, staff is seeking a total budget adjustment in the amount of \$40,600.00. Amendments 1 and 2 were approved by City Council and the contracts were executed but an official budget adjustment was never performed. The amount aforementioned includes all three amendments, which will reconcile this project. (\$10,000 + \$22,100 + \$8,500)

Staff is seeking City Council approval allowing the Mayor to enter into an amended contract with FTN Associates, Ltd. and is also seeking approval of a budget adjustment to reconcile the project account.

SUGGESTED FORMAT
(for use with E-500, 2002 Edition)

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 27, 2013.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

1. Background Data:

- A. Effective Date of Owner-Engineer Agreement: February 27, 2013
- B. Owner: City of Bentonville
- C. Engineer: FTN Associates, Ltd.
- D. Project: Tributary 2 Little Osage Creek Drainage Improvements, Featherson to Southwest "I" Street

2. Nature of Amendment [Check those that are applicable and delete those that are inapplicable.]:

- ☒ Additional Services to be performed by Engineer.
- ☒ Modifications to Services of Engineer.
- ☐ Modifications to Responsibilities of Owner.
- ☒ Modifications to Payment to Engineer.
- ☒ Modifications to Time(s) for rendering Services.
- ☐ Modifications to other terms and conditions of the Agreement.

3. Description of Modifications:

Attachment 1, "Modifications"
[List other Attachments, if any]

The cost of this Amendment shall not exceed \$8,500.00.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENC

By: _____

By:

Title: _____

Title: President

Date
Signed: _____

Date Signed: July 30, 2018

This is **Attachment 1**, consisting of 3 pages, to Amendment No. 3, dated July 27, 2018.

Modifications

[Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

1. Engineer shall perform the following Additional Services, to be added under Section A.1.02.A.3 of original contract:
 - A. Coordinate with survey subconsultant and obtain additional field survey and topographic data to support hydraulic modeling and floodplain mapping services (to be performed as described in the modifications to original scope Section A.1.03). Survey data will be gathered to represent additional features along Little Osage Tributary 2 (LOT2) including new and modified stream crossing structures, altered ground conditions along an improved channel reach upstream of Walton Avenue, and altered ground conditions in areas of cut and fill within the existing 100-year (1-percent) floodplain overbank areas between Southwest "I" and Highway 102. These features and areas include portions of the previous study reach (the lower, or west, reach) and portions of a new upstream reach of study (the upper, or east, reach) along Little Osage Tributary 2 (LOT2).
 - B. Field survey data obtained will be certified by the subconsultant as to general compliance with FEMA requirements for vertical and horizontal accuracy and will include data representing the geometry of at least five structure crossings, three channel transects, and topography consisting of ground elevations for an area extending over approximately 14 acres.
2. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:

Remaining services not yet performed under portions of Section A.1.02 regarding complete design set deliverables and Section A.1.03.A, Final Design Phase in its entirety, shall not be performed. The scope replacing Section A.1.03.A is provided below. Section A.1.03 paragraphs B., C. and D. are deleted.

Engineer shall perform the following services described in Section A.1.03.A Flood Study and Application for Letter of Map Revision (LOMR).

- A. Prepare and submit a Letter of Map Revision for the extent of Little Osage Tributary 2 from the downstream confluence with Little Osage Creek upstream approximately 30,500 ft to the current upstream extent of regulatory FEMA floodplain mapping (Project reach). This revision is intended to incorporate changes throughout the overall study reach based upon more recently collected topographic data and/or channel and overbank modifications due to

construction, additional or modified structure crossings, and changes to peak discharges based upon more recent hydrologic analyses.

1. Finalize updates to the hydrologic analyses for the four-flood frequency (10-, 50-, 100-, and 500-yr, 24-hour storm) events, generate workmaps and documentation suitable for submittal to FEMA as part of a Letter of Map Revision.
 2. Prepare additional updated hydraulic models (Existing Conditions, if applicable, and Post-Project) for the four flood frequencies and floodway (encroached 100-yr) analyses and supporting documentation including flood profile, floodway data table, and other results based upon the current geometry representing conditions and completed projects to date along the Project reach.
 3. Prepare revised floodplain mapping representing the 100-year and 500-year (1-percent and 0.2-percent-annual-chance) floodplain boundaries and floodway extents including the annotated FIRM and topographic workmap.
 4. Prepare documentation including required MT-2 LOMR application forms, narrative explanation, digital data consisting of modified flood hazard layers for the Project Reach and provide template notification letters for property owners affected by proposed mapping revisions. Provide application for LOMR to City for review and community signature.
 5. Address comments received from City, if any, within 2 weeks and provide application for LOMR to FEMA for review and approval. This task includes the FEMA LOMR review fee of \$8,000 (for on-line submittal).
 6. Address comments provided by FEMA reviewer within 3 weeks, with respect to corrections and revisions required on the application for LOMR. Based upon FEMA review comments and after FEMA reviewer's acceptance of the technical portion of the submittal, FTN will provide a modified notification letter template to the City for issuance to property owners upon City letterhead. If new or revised studies are required by FEMA for reaches adjacent to the Project Reach or substantial modifications are requested due to changes in FEMA policy or due to additional construction performed along the Project Reach after the time of this modification, Additional Services may be required.
 7. Where applicable, available as-built survey data certified by others shall be provided by the City.
3. DELETED.
4. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- A. For Task 1.a., \$8,500.

5. The schedule for rendering services is modified as follows:
- A. Task 1.a. shall be completed within 45 days after receipt of the signed contract modification and construction is completed in the additional survey area(s).
 - B. Task 2.A. shall be initiated upon receipt of approval of the signed contract modification.
 - C. Task 2.A.4. shall be completed within 45 days after receipt of the certified survey data from the survey subconsultant.
 - D. Task 2.A.5 shall be completed within 2 weeks after receipt of comments from the City.
 - E. Completion of Task 2.A.6 and receipt of the approved Letter of Map Revision from FEMA is dependent upon review comments from FEMA but is anticipated within 12 months after submittal of the initial application for LOMR to FEMA assuming FEMA operations are ongoing and continuous. Once approved, a 90-day appeal period is initiated and the LOMR will not become effective for a period of 120 days.
6. DELETED

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR TO
ENTER INTO AN AMENDED AGREEMENT WITH FTN
ASSOCIATES LTD. FOR ADDITIONAL SERVICES FOR
TRIBUTARY 2 DRAINAGE PROJECT.**

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

Section 1: That the Mayor be and is hereby authorized to enter into an amended agreement with FTN Associates, Ltd. for additional services for the Tributary 2 Drainage Project in an amount of \$8,500.00 as set forth in the proposal attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 20 ____.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 14, 2018

Submitted by:

Bryan Wick

Department

Engineering

Phone

696-0227

ACTION REQUIRED:

Staff request City Council approval of a budget adjustment in the amount of \$40,600.00 for the Trib 2 Drainage Project (T2WEST). Amendments 1 and 2 were passed in 2013 by City Council and the contracts were executed but a formal budget adjustment was never submitted. The amount requested includes Amendment 1 - \$10,000.00 (May 2013), Amendment 2 - \$22,100.00 (August 2013) and Amendment 3 - \$8,500.00 for a total of \$40,600.00.

COST TO CITY:

Cost of this Request: \$40,600.00

Additional Budget Amount \$40,600.00

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	170,460.00
Funds Expended to Date		135,069.17
Remaining Budget		35,390.83
Budget Adjustment		40,600.00
Remaining After Adjustment	\$	75,990.83

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



BUDGET ADJUSTMENT REQUEST FORM

Budget Adjustment #
(Assigned by Admin)

Department: Engineering

Date of Request: August 6, 2018

[illegible]

Justification:

This budget adjustment moves the T2WEST project from the street department capital drainage account to the Engineering Capital Account in the amount of \$35,390.83. In addition, \$40,600 will be moved from the General Fund into the Engineering Capital account. This consists of Amendment 1 - \$10,000 (contract signed, but budget adjustment was never performed - see CC agenda dated 5/21/13), Amendment 2 - \$22,100 (contract signed, but budget adjustment was never performed - see CC agenda dated 9/10/13), and Amendment 3 - \$8500 (This is being presented to City Council on the meeting of 8/14/2018 with a resolution). In order to reconcile the account the amounts for amendments 1 & 2 will need to be included with this budget adjustment for amendment 3.

FOR ACTING USE ONLY

Council Action: Approved Disapproved Other _____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

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PLEASE RECYCLE





CHECK ALL THAT APPLY			
X	Bid Award	Bid #	IFB-18-028
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

August 28, 2018

Submitted by:

Grant Osborne

Department

Parks and Rec

Phone

271-3190

ACTION REQUIRED:

Council approval of bid number IFB-18-028 in the amount of \$33,394.00 to General Construction Solutions to realign an intersection where two trails meet on the Razorback Greenway.

COST TO CITY:

Cost of this Request: \$33,394

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: Crant Osborne, Parks Operations Manager
Through: David Wright, Parks and Recreation Director
Date: August 1, 2018
Re: Council approval of bid number IFB-18-028 in the amount of \$33,394 to General Construction Solutions to realign an intersection where two trails meet on the Razorback Greenway.

Parks and Recreation Staff is requesting City Council to approve a contract with General Construction Solutions to demo +/- 160 LF of existing trail and relocate +/- 150 LF of new trail.

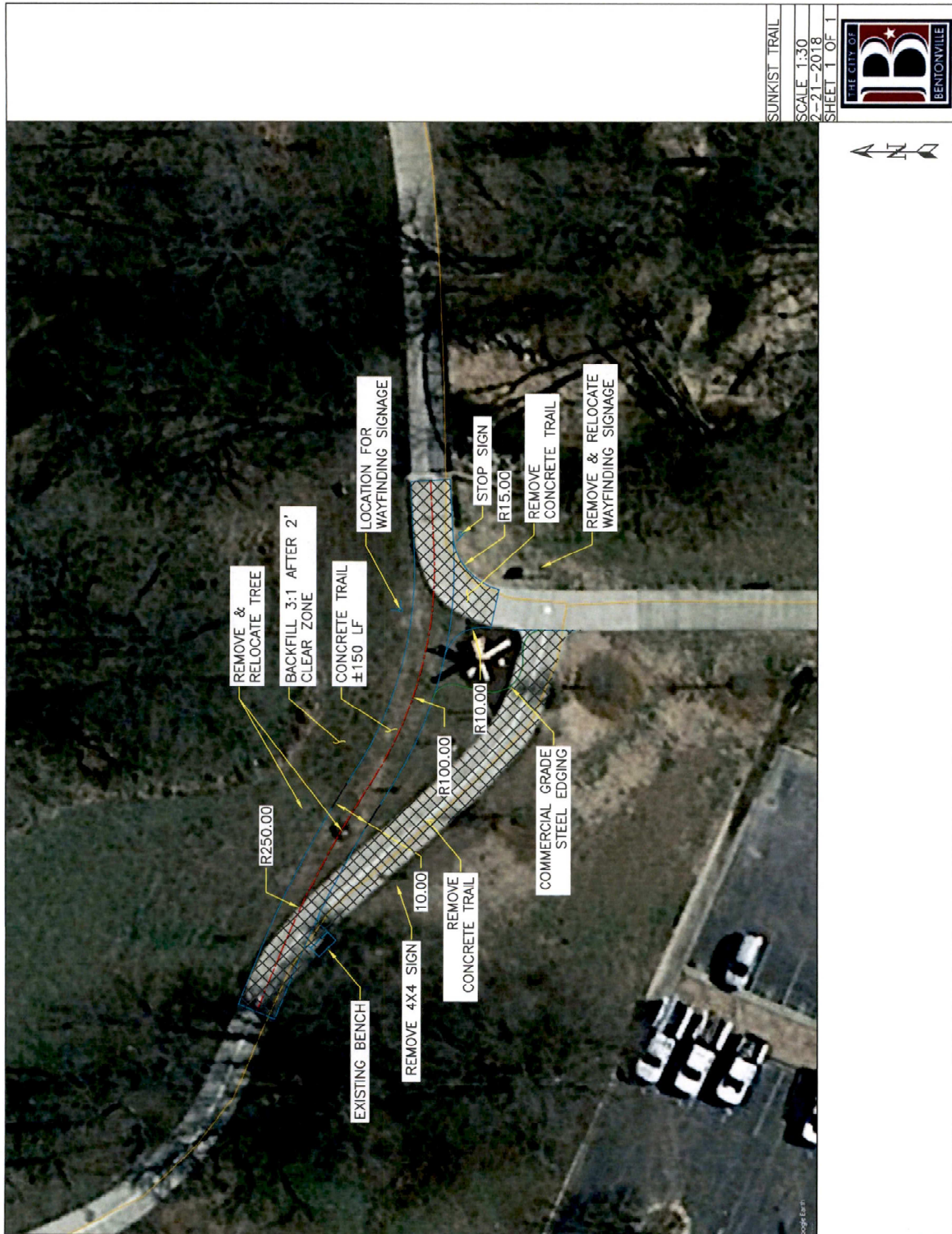
This realignment will create a safer intersection where North Walton, Wishing Springs and North trails intersect. There are approximately 20,000 cyclists/walkers/runners that enter this intersection each month. The current alignment does not have clear control on who has the right-of-way. The proposed improvements will create a T intersection with proper signage.

This project is funded entirely by a grant from the Walton Family Foundation for Razorback Greenway Improvements.

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

IFB-18-028
Sunkist Trail
Bid Opening Time and Date
June 29, 2018 @ 2:00 PM

Company	Bid Amount
Boulder Construction	\$33,970.80
Diamond C Construction	40,952.44
Josh Hurtt Construction	64,575.00
General Construction Solutions	33,394.00



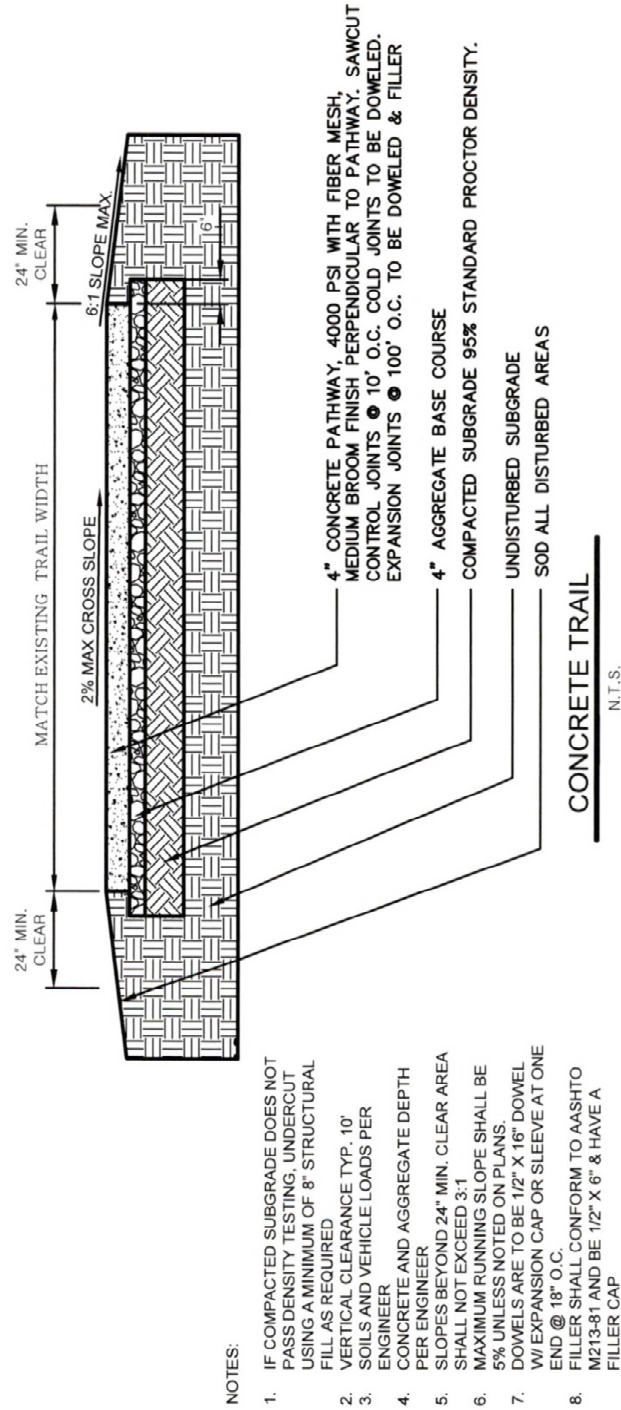
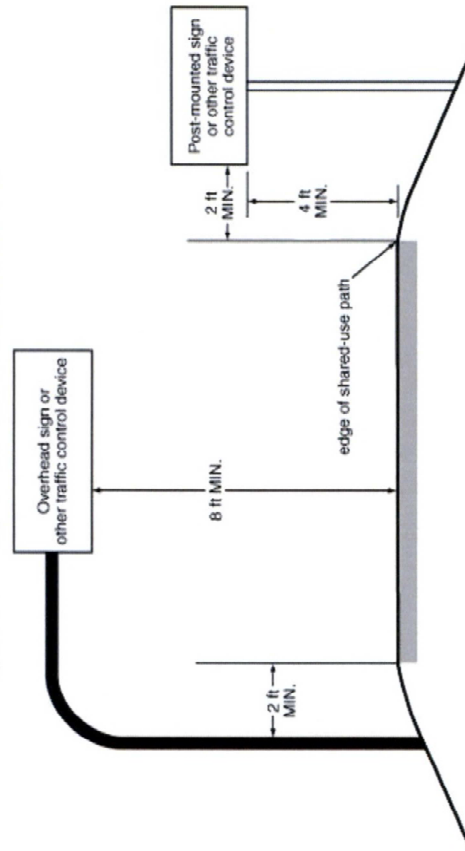


Figure 9B-1. Sign Placement on Shared-Use Paths





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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 14, 2018

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

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

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: Lee Farmer, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: August 2, 2018
Re: Sarah Gwin- Instructional Swim Lesson Contractor

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

In December of 2017, Parks and Recreation entered into an agreement with Sarah Gwin for the service of teaching instructional swim lessons in 2018. The agreement is attached to this memo. Due to high demand for private and group lessons, Ms. Gwin is now projected to surpass the \$20,000 contract amount that requires City Council approval.

This resolution authorizes the currently signed agreement and allows approval to pay Ms. Gwin an amount not to exceed \$30,000. This contract is completely funded by membership and program registration fees.

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



City of Bentonville
Parks and Recreation
Instructor Contract

Instructor Name **Sarah Gwin**

Address

City

Home Phone

E-Mail

Start Date: 1-Jan-18

End Date: 31-Dec-18

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

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

Anticipated 2018 income: \$30,000

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

Instructor Signature _____ Date _____

Parks and Recreation _____ Date _____

Mayor Signature _____ Date _____

RESOLUTION NO. _____

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

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with Sarah Gwin for the service of teaching instructional swim lessons for the Bentonville Parks and Recreation Department as set forth in the agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 14, 2018

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Parks and Recreation is requesting City Council approval of a resolution authorizing the Mayor and City Clerk to enter an agreement with Ann O'Sullivan for the service of teaching instructional fitness training for Parks and Recreation.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: Lee Farmer, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: August 2, 2018
Re: Ann O'Sullivan- Instructional Swim Lesson Contractor

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

In December of 2017, Parks and Recreation entered into an agreement with Ann O'Sullivan for the service of teaching fitness classes and personal training in 2018. The agreement is attached to this memo. Due to high demand for personal training, Ms. O'Sullivan is now projected to surpass the \$20,000 contract amount that requires City Council approval.

This resolution authorizes the currently signed agreement and allows approval to pay Ms. O'Sullivan an amount not to exceed \$30,000. This contract is completely funded by membership and program registration fees.

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



City of Bentonville
Parks and Recreation
Instructor Contract

Instructor Name Ann O'Sullivan
Address _____
City _____
Home Phone _____
E-Mail _____

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

Class to be Taught:	Personal Training	Time/Day	TBD
	Sub	Time/Day	TBD
		Time/Day	
		Time/Day	
		Time/Day	
		Time/Day	

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

Anticipated 2018 Income: \$30,000.00

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

Instructor Signature _____ Date _____

Parks and Recreation Signature _____ Date _____

Mayor Signature _____ Date _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH ANN O'SULLIVAN FOR INSTRUCTIONAL RECREATION AND WELLNESS CLASSES FOR THE BENTONVILLE PARKS AND RECREATION DEPARTMENT.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with Ann O'Sullivan for the service of teaching instructional recreation and wellness classes for the Bentonville Parks and Recreation Department as set forth in the agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 14, 2018

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

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

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: Lee Farmer, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: August 2, 2018
Re: Kristen Bernards- Instructional Swim Lesson Contractor

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

In December of 2017, Parks and Recreation entered into an agreement with Kristen Bernards for the service of teaching instructional swim lessons in 2018. The agreement is attached to this memo. Due to high demand for private and group lessons, Ms. Bernards is now projected to surpass the \$20,000 contract amount that requires City Council approval.

This resolution authorizes the currently signed agreement and allows approval to pay Ms. Bernards an amount not to exceed \$30,000. This contract is completely funded by membership and program registration fees.

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



City of Bentonville
Parks and Recreation
Instructor Contract

Instructor Name **Kristen Bernards**
Address _____
City _____
Home Phone _____
E-Mail _____

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

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

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

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

Instructor Signature	_____	Date	_____
Parks and Recreation	_____	Date	_____
Mayor Signature	_____	Date	_____

RESOLUTION NO. _____

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

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with Kristen Bernards for the service of teaching instructional swim lessons for the Bentonville Parks and Recreation Department as set forth in the agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this ____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 14, 2018

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of a budget adjustment, in the amount of \$16,000.00, moving funds from Minor Equipment to Capital Expenses. Funds will be used for installation of permanent AV Equipment for the BCC Community Rooms.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE





Memo

To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: August 1, 2018
Re: Council approval of budget adjustment, in the amount of \$16,000, for the purchase and installation for permanent AV Equipment for the BCC Community Rooms.

Park and Recreation Staff is requesting Council's approval of a budget adjustment allowing the transfer of funds from Minor Equipment to Capital – Other Services. These transferred funds will be used to purchase and install permanent Audio Visual Equipment in the Community Rooms at the Bentonville Community Center.

Currently, Parks and Recreation's three (3) projectors for the community rooms. Each of these projectors are on carts and not tied together in any fashion. While this system works fine during a smaller meeting serving 20 – 30 people, the larger groups struggle with the lack of proper equipment.

This \$16,000 project will allow the three (3) projectors to be installed on the ceiling and will be wired together. The future system will allow a single presentation to be shown on three screens without a delay. This will vastly improve the technological ability of the room(s) and will serve our large groups much better than today's technology.

Three quotes have been received on this project, and the total cost is just under \$16,000. Since the project costs more than \$5,000, it is considered a capital expense. If council approves the budget adjustment, the improvements should be installed in the next ninety (90) days.

If you have any questions regarding this item, please let me know. Please call me at 271-6813, or email dwright@bentonvillear.com.